



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

March 10, 2025

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Pastor Joel Quilé, Bara Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

PRESENTATIONS

1. Conduct a Fire Department Swearing-In and Badge Pinning Ceremony
2. Proclamation - Town of Trophy Club's 40th Anniversary

COMMUNITY SPOTLIGHT

3. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)

CONSENT AGENDA

This part of the agenda consists of non-controversial, or "housekeeping" items required by law. Items may be removed from Consent by any council member by making such request prior to a motion and vote.

4. Consider approval of the February 24, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
5. Consider a resolution appointing members to the Trophy Club Council for Arts and Culture. (Tammy Dixon, Town Secretary)
6. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$55,000 for topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the Wilshire Stormwater/Drainage Project. (Matt Cox, Director of Community Development)
7. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$445,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the FY 2025 Street Reconstruction Projects including Forest Hill Drive, Paint Rock Court and Palmetto Court. (Matt Cox, Director of Community Development)

INDIVIDUAL ITEMS

8. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Parkhill in the amount of \$300,550 for Phase II of the Community Pool Project including design development, construction documents, public bidding services, and construction administration services. (Chase Ellis, Director of Parks & Recreation)
9. Consider authorizing Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to pursue a bond refunding regarding Public Improvement District (PID) No. 1 for interest savings and other matters related thereto. (April Duvall, Director of Finance)

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by Texas Government Code Sections 551.071 through 551.076 and Section 551.087.

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: March 5, 2025, at 4:50 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.



Proclamation

WHEREAS, the Town of Trophy Club, Texas, traces its origins to 1847 with the settlement of Charles and Matilda Medlin and their fellow pioneers, leaving a lasting legacy through the Medlin Cemetery and Medlin Barn; and

WHEREAS, the vision for Trophy Club began in the 1970s as a premier residential and golf community featuring a course designed by the legendary Ben Hogan, with the town's name inspired by plans to house his championship trophies; and

WHEREAS, throughout the 1980s, property owners actively shaped the future of Trophy Club, leading to the formation of the Homeowners for Orderly Development and, through their perseverance, the successful vote for incorporation on January 19, 1985; and

WHEREAS, under the leadership of the first Mayor, Jim Carter, and the inaugural Town Council - Terry Vance, Aldo Martignago, George Doran, Ted Neidenberger, and Betty Dayton, elected on April 16, 1985, Trophy Club pursued strategic planning and development, laying the foundation for today's vibrant community; and

WHEREAS, over the past 40 years, Trophy Club has grown and prospered, transforming into one of the most desirable places to live, work, and raise a family in the State of Texas; and

WHEREAS, the Town is recognized for its outstanding schools, safe neighborhoods, extensive parks and trails, and commitment to excellence in municipal services, which reflect the hard work and dedication of its citizens, elected officials, and town staff; and

WHEREAS, the community has achieved significant milestones over the past four decades, including the development of recreational amenities, infrastructure improvements, and initiatives that promote civic pride and engagement; and

WHEREAS, the 40th Anniversary of Trophy Club provides an opportunity to honor and celebrate the Town's rich history, recognize the contributions of its founders and community leaders, and envision a future filled with continued growth, innovation, and prosperity; and

WHEREAS, the residents and businesses of Trophy Club have demonstrated unwavering patriotism, dedication to civic engagement, and a remarkable commitment to community spirit, volunteerism, and collaboration, making the Town a welcoming place for all; and

WHEREAS, residents and visitors alike cherish Trophy Club as *"A Great Place to Call Home;"* and

WHEREAS, it is fitting to commemorate this significant milestone by celebrating the unity and pride of the Trophy Club community;

NOW, THEREFORE, I, Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, and on behalf of the Trophy Club Town Council do hereby proclaim

2025 as the 40th Anniversary of the Town of Trophy Club

and call upon all residents, businesses, and visitors to join in celebrating the Town's history, accomplishments, and bright future during this momentous occasion and participate in celebration activities throughout the year.

PROCLAIMED AND SIGNED on this the 10th day of March 2025.

Jeannette Tiffany, MAYOR



TOWN COUNCIL COMMUNICATION

MEETING DATE: March 10, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the February 24, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on February 25, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft Minutes

ACTIONS/OPTIONS:

Move to approve the February 24, 2025, Town Council work session and regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
February 24, 2025, 6:00 p.m., Work Session and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 6:00 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4

COUNCIL MEMBERS ABSENT

Council Member Place 5 (Vacant)

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Chief of Police
April Duvall, Director of Finance
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager

WORK SESSION ITEM

1. Presentation and discussion of land-use, infrastructure, and site layout options developed for the Small Area Plan project. (Tamara Smith, Assistant to the Town Manager)

Mayor Tiffany introduced the item, explaining that it is part of the town's strategic business plan, which aims to support business development and create thriving commercial areas. The Economic Development Corporation (EDC) previously engaged consultants to explore the site's potential, and this session provided an opportunity for the council to review two proposed concept plans.

Mayor Tiffany then introduced the McAdams team, including Randi Rivera, Planning Director; Marisa Brewer, Planner; and Jameson Pinson, Director of Landscape Architecture. She also introduced Chris Branhan with Catalyst Commercial.

The McAdams team presented an overview of the two development concepts. Concept Plan 1 maintains much of the existing infrastructure, focusing on two key redevelopment sites while preserving a suburban layout with more surface parking. Concept Plan 2, in contrast, takes a more aggressive approach, proposing the realignment of Trophy Wood Drive to enhance connectivity and create a stronger focal point at Town Hall. This plan includes three catalyst redevelopment sites, a mix of retail, office, and restaurant spaces, expanded structured parking, and dedicated civic gathering spaces. It also has the potential to generate a higher commercial tax base.

The consultants shared insights from community engagement efforts, including stakeholder meetings, an online survey, and an open house event. Key takeaways from community feedback highlighted strong support for increased dining, retail, and entertainment options, as well as the need for improved pedestrian connectivity. While some respondents expressed concerns about urban-style living, there was interest in work-life housing options and mixed-use developments. The importance of branding Trophy Club as a unique destination was also emphasized.

During the discussion, Council Members expressed mixed reactions to the proposals. Several supported the direction of Concept 2, particularly its focus on connectivity and branding, but raised concerns about the inclusion of residential apartments and the financial feasibility of structured parking and infrastructure changes. Council Members stressed the need to distinguish between town-owned and privately owned parcels, as redevelopment requires private sector cooperation. They also requested a more detailed financial analysis, including cost estimates for structured parking, infrastructure realignments, and potential incentives to attract developers. Additionally, several members suggested incorporating visual renderings, such as 3D models or video representations, to help conceptualize the development's scale and impact.

The consultants will finalize the draft Small Area Plan document, incorporating council feedback and outlining implementation strategies, which will be presented at a future Town Council work session.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 6:59 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:05 p.m.

INVOCATION

Rev. Bill Eason, Fellowship United Methodist Church, delivered the invocation.

PLEDGES

Council Member Beach led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC COMMENTS

Christian Baird, 111 Rolling Rock Drive, spoke in reference to concerns about property maintenance standards and their enforcement.

COMMUNITY SPOTLIGHT

2. Working for You... Trophy Club

a) Strategic Plan FY 2025-2030 Update

Town Manager Brandon Wright provided an overview of the Town's Strategic Plan for 2025-2030, emphasizing its focus on making Trophy Club a great place to call home. He outlined five key priorities: Public Safety, Quality of Life, Infrastructure, Housing Standards, and Business Support. He explained how the strategic plan guides long-term goals and aligns resources through the annual budgeting process. Additionally, he highlighted six key business plan goals for the year which include Crafting a comprehensive crisis Communication and emergency management plan, public safety enhancements, parks master plan, development a 10-year infrastructure maintenance plan, establishing best practices for permitting senior group homes, and redevelopment strategies for the SH 114 corridor. He noted that quarterly progress updates are available online for public review.

b) Update from Town Council Members

There were none.

c) Update from Town Manager

Town Manager Wright announced the following upcoming community events:

- March 7, Movie Night at Harmony Park featuring *Inside Out 2*, with concessions available.
- The Town's 40th Anniversary Celebration kickoff event will be held at the March 10 Town Council meeting with a proclamation, historical displays,

community reflections, and refreshments. The anniversary theme will be incorporated into various town events throughout the year, with special giveaways for the community.

- Upcoming Boards and Commissions Meetings, all held at 6:00 PM at Town Hall:
 - February 27 – Economic Development Corporation (EDC) Meeting
 - March 6 – Planning and Zoning Commission (P&Z) Meeting

c) Quick Civic Tip (Dean Roggia, Town Attorney)

Town Attorney Roggia explained that Texas Government Code Section 551.007 requires municipalities to allow public comment before or during agenda items and that while the council cannot deliberate on non-agenda items, public input remains valuable. He highlighted the town's rules of procedure, which align with state law and the town charter, ensuring citizens have a reasonable opportunity to speak.

CONSENT AGENDA

3. Consider approval of the February 10, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
4. Consider a resolution repealing Resolution 2025-02; adopting updated Town Council Rules of Procedure; providing for amendments to Section 9, "Boards and Commissions," subsection 9.1. c., "Application Review/Appointments." (Tammy Dixon, Town Secretary) The caption of the resolution reads as follows:

RESOLUTION NO. 2025-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING RESOLUTION 2025-02; ADOPTING UPDATED TOWN COUNCIL RULES OF PROCEDURE; PROVIDING FOR AMENDMENTS TO SECTION 9, "BOARDS AND COMMISSIONS," SUBSECTION 9.1.C, "APPLICATION REVIEW/ APPOINTMENTS"; AND PROVIDING AN EFFECTIVE DATE.

5. Consider authorizing the Town Manager to negotiate and execute an agreement with Labor Finders for a ten-month temporary staffing contract amount not to exceed \$48,000 for staffing services. (Denise Deprato, Director of Human Resources)
6. Consider authorizing the Town Manager to negotiate and execute a purchase and service agreement with PYROTEX, Inc. in the amount of \$27,000 for the Fourth of July fireworks show. (Chase Ellis, Director of Parks & Recreation)

Council Member Rowe moved to approve Consent Items 3-6. Council Member Beach seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe
NAYES: None
VOTE: 6-0

INDIVIDUAL ITEMS

7. Case SUP-25-001 (Hampton Inn by Hilton Trophy Club) Conduct a public hearing and consider an ordinance approving a specific use permit request by Titan Beverage LLC on behalf of the owner Hydra Hotels LLC (Hampton Inn by Hilton Trophy Club) for alcohol beverage sales for a TABC BG Permit (for on premises or off premises consumption) approximately 250-feet north of SH 114, located at 525 Plaza Dr., Trophy Club, Tarrant County, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing

Mayor Tiffany opened the public hearing at 7:24 p.m.

Matt Cox, Director of Community Development, presented Hampton Inn's request to amend its Specific Use Permit (SUP) to allow on and off premise beer and wine consumption. Originally approved in 2019 for off premise sales, the hotel is adding a self-serve tap system, requiring a new TABC application. The change does not affect distance requirements from churches or schools. The Police Chief had no objections, public notice was published with no inquiries, and the Planning & Zoning Commission unanimously recommended approval.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:26 p.m.

- ii. Consider Ordinance Approval

Mayor Pro Tem Flynn moved to approve Ordinance No. 2025-08 approving a specific use permit request by Titan Beverage LLC on behalf of the owner Hydra Hotels LLC (Hampton Inn by Hilton Trophy Club) for alcohol beverage sales for a TABC BG Permit (for on premises or off premises consumption). Council Member Bauer seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES OR OFF-PREMISES CONSUMPTION, LOCATED AT 525 PLAZA DRIVE WITHIN PD PLANNED DEVELOPMENT NO. 25; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A

SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe
NAYES: None
VOTE: 6-0

8. Consider accepting the Annual Comprehensive Financial Report for the Town of Trophy Club Fiscal Year 2024. (April Duvall, Director of Finance)

April Duvall, Director of Finance, introduced the Fiscal Year 2023-2024 annual audit, expressing appreciation for the finance staff's dedication throughout the process. She reported that the town's financial position remains exceptionally strong, with continued financial improvement at the close of the fiscal year. She then introduced Lauren Stanley from the town's independent auditing firm to present the audit findings and address any questions.

Lauren Stanley of Forvis Mazars presented the Fiscal Year 2023-2024 audit report, noting that the town received a clean, unmodified opinion, indicating sound financial management. She highlighted that this was the first time in 14 years the audit was completed a month early, reflecting the finance staff's efficiency. The town also earned its 13th Certificate of Achievement for Excellence in Financial Reporting, underscoring its commitment to transparency. No material weaknesses or significant deficiencies were found, with only a minor segregation of duties observation, which is common in smaller municipalities but mitigated by internal controls.

The Town Council commended Finance Director April Duvall and her team for their dedication and professionalism in maintaining the town's strong financial standing.

Council Member Rowe moved to accept the Annual Comprehensive Financial Report for the Town of Trophy Club Fiscal Year 2024. Council Member Sheridan seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe
NAYES: None
VOTE: 6-0

9. Consider proposed options for the Community Pool Renovation Design and Construction Management project. (Chase Ellis, Director of Parks & Recreation)

Director Chase Ellis provided an update on Phase 2 of the community pool enhancement project, originally approved for a \$4 million budget, with \$2.4 million

allocated for Phase 2. Following community engagement, three design concepts were developed, with Concept C emerging as the preferred option. Concept C includes a body slide, shaded lounge areas, expanded play structures, public cabanas, and improvements to the lap and kiddie pool areas. Park Board recommended Concept C but requested consideration of a double-slide option, which would add approximately \$124,000 to the budget.

Council Members emphasized the need to stay within the \$2.4 million budget while ensuring meaningful upgrades. Concerns were raised regarding the long-term maintenance costs, operational impact, insurance considerations, and potential revenue generation from the enhancements. While additional funding could be available, Council Members expressed a preference to remain within budget. Staff was directed to explore cost-saving measures while maintaining the project's overall quality, particularly focusing on slide design and shade elements.

Council Member Sheridan moved to direct staff to proceed with Concept C while keeping the project within the \$2.4 million budget and to explore the feasibility of adding a second slide without exceeding costs. Mayor Pro Tem Flynn seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Flynn, Sheridan, Tiffany, Rowe

NAYES: None

VOTE: 6-0

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting at 8:21 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: March 10, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider a resolution appointing members to the Trophy Club Council for Arts and Culture. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: This agenda item is to consider a resolution providing for the appointment of members to serve on the Trophy Club Council for Arts and Culture (Arts Council), as established by Ordinance No. 2024-28, adopted on November 12, 2024. The Arts Council serves as an advisory body tasked with promoting, presenting, and supporting high-quality, accessible art and cultural activities that benefit the community and align with the Town's goal of fostering a thriving and vibrant environment.

Per Ordinance No. 2024-28, Arts Council members serve two-year terms, with staggered expiration dates:

- Places 1, 3, 5, and 7: Terms end on September 30 of odd-numbered years
- Places 2, 4, and 6: Terms end on September 30 of even-numbered years

The Appointments Committee met on November 18, 2024, to review potential candidates from the existing Ad Hoc Committee and requested a Town-wide advertising campaign, which ran through January 31, 2025. The Town received a total of five applications, with one applicant later withdrawing from consideration. In February, the Appointments Committee, consisting of Mayor Tiffany, Council Member Beach, and Council Member Bauer, conducted interviews with three candidates.

Based on a review of the applications and interviews, the Appointments Subcommittee recommends the following six individuals for appointment:

Returning Ad Hoc Committee Members:

1. Melissa Eason
2. Jean Fraser

New Applicants:

3. Bandi Morris
4. Peter Steinmetz
5. Grace Murray

6. Hernan Baham

The 7th board position remains vacant, and the Town will continue advertising to fill this role.

BOARD REVIEW/CITIZEN FEEDBACK: The Appointments Committee met on November 18, 2024 to review potential candidates for the Arts Council from the existing Ad Hoc Committee and reviewed applications and conducted interviews in February 2025. The Appointments Committee recommends that the Town Council approve the six individuals presented in the attached resolution.

FISCAL IMPACT: There is no financial impact associated with this agenda item.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the resolution as to form and legality.

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution appointing members to the Trophy Club Council for Arts and Culture.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS TO SERVE ON THE TROPHY CLUB COUNCIL FOR ARTS AND CULTURE; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas, benefits by having its citizens involved in local government through service on Boards, Commissions, and Corporations; and

WHEREAS, on October 28, 2024, the Trophy Club Town Council adopted Ordinance No. 2024-28, establishing the Trophy Club Council for Arts and Culture (the “Arts Council”) as an advisory body to promote, present, and support high-quality, accessible art and cultural activities that enhance community life and foster a thriving and vibrant environment; and

WHEREAS, the Arts Council members shall serve without compensation and be appointed in accordance with the provisions set forth in Ordinance No. 2024-28.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Trophy Club Council for Arts and Culture.

Name	Place	Term Ending Date
Brandi Morris	1	09/30/2025
Melissa Eason	2	09/30/2026
Peter Steinmetz	3	09/30/2025
Jean Fraser	4	09/30/2026
Grace Murray	5	09/30/2025
Hernan Bahamon	6	09/30/2026

SECTION 9. This Resolution is hereby effective upon passage and approval by the Town Council.

PASSED AND APPROVED THIS THE 10th DAY OF MARCH 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

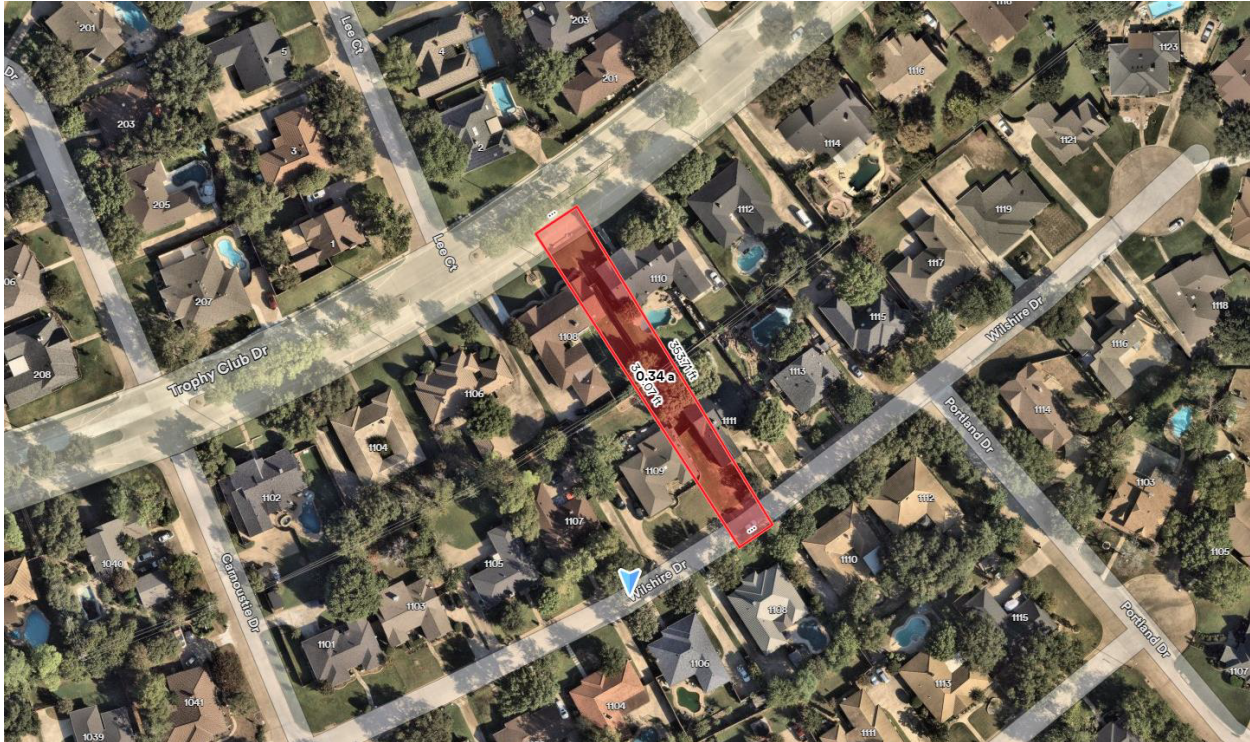
MEETING DATE: March 10, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$55,000 for topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the Wilshire Stormwater/Drainage Project. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town's FY 2025 Capital Improvement Program includes the Wilshire Stormwater/Drainage Project to address flooding concerns on Wilshire Drive. The Capital Improvement Program was approved by the Town Council at its September 9, 2025 meeting.

Based on resident concerns, staff gathered documents and files from residents demonstrating significant flooding that occurs on Wilshire. In December 2024, staff completed a drainage study for this area performed by Teague Nall and Perkins (TNP). Engineering reports and studies confirmed that the existing stormwater infrastructure in the area is undersized and inadequate during heavy rainfall. The resulting flooding impacts four residential properties between Wilshire Drive and Trophy Club Drive. The engineering report confirmed that flooding is moving from Wilshire Drive onto the impacted properties, which provides an opportunity to collect and channel the stormwater before it negatively impacts these properties.



After evaluating multiple solutions, staff working with the TNP determined that the most effective and efficient approach is to design and construct a flume between the residential properties. The Town has an existing drainage easement at the desired location that can accommodate the flume. No additional residential easement acquisitions are anticipated, although there may be a temporary easement for grading. The opinion of probable cost for construction of the flume is \$250,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The total cost of the professional services agreement with TNP is \$55,000 and includes topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspection services. Funding for the Wilshire Stormwater/Drainage Project is provided in the FY 2025 Capital Improvement Program with a total budget of \$1,500,000 funded through the Storm Drainage Utility Fund. Due to an overall reduction in the scope of work necessary to resolve the flooding issue, the remaining budget amount is not anticipated to be utilized.

LEGAL REVIEW: Town Attorney Roggia has reviewed the professional services agreement as to form and legality.

ATTACHMENTS:

1. Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$55,000 for topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the Wilshire Stormwater/Drainage Project.

AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – Wilshire Drive Drainage Improvements

TNP PROJECT NUMBER: TRO 25XXX

CLIENT: Town of Trophy Club
Attn: Brandon Wright, Town Manager

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

In accordance with Texas Gov't Code Ch. 2254, the Town of Trophy Club (the **CLIENT**) has determined that the **CONSULTANT** is the most highly qualified provider of professional services for this project on the basis of demonstrated competence and qualifications and hereby requests and authorizes Teague Nall and Perkins, Inc., (the **CONSULTANT**) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services associated with the drainage improvements for Wilshire Drive in Trophy Club, Texas, as generally shown on Attachment 'D'.

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

Article II

COMPENSATION shall be on the basis of the following:

A. Basic Services: The **CONSULTANT**'s compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee:

• Topo & Boundary Survey	\$ 6,000
• SUE (Subsurface Utility Engineering)	\$ 7,000
• Civil Engineering	\$ 22,000
• Bidding & Construction Administration	\$ 10,000
• Construction Inspections	\$ 10,000

The above costs include 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 contact completed during the billing period.

B. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The **CONSULTANT**'s compensation for Special Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

Fixed Fee Compensation for Special Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Special 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.

Unit Cost Compensation for Special Services: Payment to CONSULTANT shall determined by the quantity (per Each or per LF) completed times the Unit Price reflected in Attachment 'B-2' Compensation Summary. Payment shall be due in monthly installments based on the quantity completed during the billing period.

- 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:

- 1) Platting preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Encroachment or Access Agreements;
- 3) Environmental Assessments;
- 4) Franchise Utility Extensions or Relocations;
- 5) Water of Sanitary Sewer Studies;
- 6) Screen Wall Design;
- 7) Storm Water Pollution Prevention Plan (SWPPP);
- 8) TxDOT Turn Lanes (Acceleration or Deceleration);
- 9) LEED Certification Design;
- 10) Geotechnical Engineering;
- 11) Lift Station Design;
- 12) Electrical Engineering;
- 13) Onsite Water Storage Tank or Fire Pump System;
- 14) Permitting;
- 15) Construction staking

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, as described above.

- D. 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.
- E. 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.
- F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.
- G. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

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:

Town of Trophy Club

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: _____

Michael Wilson

Title: Principal

Date: 1/13/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Mike Wilson



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: Trophy Club - Wilshire Drive Drainage Improvements
Client: Town of Trophy Club
TNP Project #: TRO25XXX
Date: 01.13.2025

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 concerning the standard of care. 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 in accordance with Texas Gov't Code Ch. 2251.

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 not be added on or collected as the Client is tax exempt under Texas law.

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

Project Name: Trophy Club - Wilshire Drive Drainage Improvements

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 01.13.2025

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; provided, however, this Section 16 shall not relieve CONSULTANT of its obligations under Texas Business and Commerce Code Ch. 59 or any other law, and this Section 16 shall not be construed as a limitation or waiver of CLIENT under Texas Civil Practice and Remedies Code Ch. 16.

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 Denton County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, purchased with public funds and shall become the property of the Town upon payment 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 for other municipal purposes related to this Agreement, and will have the right to use the Documents only on the Project, extensions of the Project, and for other 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

21.1. 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.

21.2. Insurance. The CONSULTANT shall effect and maintain insurance to protect itself from claims under workmen's compensation act's claims for damages because of bodily injury, including personal injury; sickness or disease; death of any of its employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is legally liable. The CONSULTANT shall provide to the TOWN a copy of the Certificate of Insurance naming TOWN as an additional insured.

21.3. Indemnity. The CONSULTANT shall indemnify and hold harmless the CLIENT and its officers, agents, and employees from the liability of the CLIENT on account of any injuries or damages received or sustained by any person or persons or property, including court costs and reasonable attorney fees incurred by the CLIENT, proximately caused by the negligent acts or omissions of the CONSULTANT or its officers, agents, employees, or subcontractors in the execution, operation, or performance of this Agreement. This indemnity provision shall be construed in compliance with Texas Local Gov't Code Sec. 271.904, to the greatest extent allowed by law. In the event of a conflict between this paragraph and Texas Local Gov't Code Sec. 271.904, then Sec. 271.904 shall supersede this Agreement and shall be made enforceable under this Agreement.

21.4. Additional Verifications. To the extent required by Texas law, the CONSULTANT verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; and (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

Project Name: Trophy Club - Wilshire Drive Drainage Improvements

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 01.13.2025

21.5. Non-collusion. The CONSULTANT represents and warrants that the CONSULTANT has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the services to be provided to the CLIENT under this Agreement.

21.6. Governmental Functions. The Parties hereby acknowledge and agree that the CLIENT is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the CLIENT's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas local Government Code, as amended, the CLIENT's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

21.7. Adverse Interests. The CONSULTANT further agrees that during the course and scope of this Agreement, except with CLIENT's knowledge and consent, the CONSULTANT shall not represent any third party against the CLIENT in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the CLIENT, as determined by the CLIENT.

21.8. Ethics Disclosure. To the extent required by law, the CONSULTANT represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the CLIENT and the contract identification number, the CLIENT is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the CONSULTANT and the CLIENT has not verified such information.

21.9. Public Funding. This Agreement is subject to the appropriation of public funds by the CLIENT in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the CLIENT pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the CLIENT for that fiscal year only, and shall not constitute an indebtedness of the CLIENT of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

21.10. Public Information; Confidentiality. The CONSULTANT will maintain as confidential any documents or information provided by CLIENT and will not release or publish same to any third-party without prior permission from CLIENT, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the CLIENT. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the CONSULTANT agrees that this Agreement may be terminated if the CONSULTANT knowingly or intentionally fails to comply with a requirement of that subchapter.

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project:

BASIC SERVICES

TOPO AND BOUNDARY SURVEY

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
5. Establish vertical benchmarks as needed throughout the project.
6. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
7. Visible utilities such as power poles, manholes and valves etc. will be located.

Deliverable = Existing Property base and Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202).

SUE (SUBSURFACE UTILITY ENGINEERING)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the

existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.

- Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
 3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
 4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
 5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
 6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
 7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
 8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.

9. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

SCOPE OF BASIC SERVICES:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:

- a. At all major road and railroad crossings along the proposed sewer route, a 100' wide area centered on the proposed sewer alignment. Crossings include King Rd, FM 552, State Hwy 66, Huckaby Dr, Dallas Garland and Northeastern RR, and the Cypress Creek Apartment main driveway

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
 - c. Marking all locations that can be validated, using paint, flags or other devices.
 - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - e. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
-
- b) Quality Level A Utility Test Hole – TNP will excavate by air-vacuum or other minimally invasive methods up to **three (3) test holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. The location of the tests

hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. This work includes:

- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
- b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

CIVIL ENGINEERING

CONSULTANT will use the drainage study previously performed as the basis of the design. CONSULTANT will coordinate the work as necessary with the Town and provide periodic updates as well as meet with Town staff to review scope, estimates and schedules.

Provide Civil Engineering for the drainage improvements as shown on Attachment 'D'.

Scope of work shall include the following:

- Drainage Plans
- Project Details
- Project Contracts per Town Standards

BIDDING AND CONSTRUCTION ADMINISTRATION

1. Once plans are approved to move forward to bidding, CONSULTANT will reproduce full detailed contract documents to complete the bid package for distribution to prospective bidders. CONSULTANT will represent the plans and answer questions to perspective bidders and issue addendums as necessary. CONSULTANT will represent the Town at the bid opening to receive and open bids and prepare a bid tabulation of the bids. CONSULTANT will review all bids and evaluate the apparent low bidder and make recommendation in writing to the Town Council as well as present the bid to the Council in public hearing as necessary.
2. CONSULTANT will prepare the contract documents for execution by the Owner and approved Contractor. CONSULTANT will conduct a pre-construction meeting to initiate the construction. CONSULTANT will attend and oversee periodic job site meetings to oversee the construction of the project. It is anticipated that the project will take approximately 10-months to complete.

3. For purposes of this agreement, the scope will include bi-weekly Owner-Engineer-Contractor (OEC) meetings which will be up to 2-3 meetings. In addition to the site meetings, the Design Team will review all Shop Drawings, respond to RFI's and review and make payment recommendations to the Owner.
4. Once the project is substantially complete, a punch list will be developed to identify any noncompliant or incomplete work by the contractor and to assist in the final completion of the project and final payment. An additional follow up to any outstanding items or issues will be provided until Final Acceptance of the work is given to the Contractor.

CONSTRUCTION INSPECTION

The project scope will be to provide Construction Inspection for all public improvements – concrete flume drainage and landscape improvements. Any water/sewer improvements to be inspected by the Town MUD.

CONSULTANT will provide an onsite inspector as necessary to review, oversee and inspect all public improvements, including subgrade, pre-installation of concrete flume that would include review placement of forms and reinforcing steel as well as inspection of placement and finishing of concrete, and installation of storm drainage infrastructure.

The inspection will be based plans and specifications prepared by the CONSULTANT, the engineer of record and under the oversight of CONSULTANT who is providing construction management services.

Inspector will maintain inspection reports and provide feedback and direction to the contractor and Town as necessary to make any adjustments during these construction activities.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

2025 Standard Hourly Rates

Effective January 1, 2025 to December 31, 2025

Engineering/Landscape Architecture/ROW	Hourly Billing
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	Hourly Billing
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
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Utility Management, Utility Coordination, and SUE		Hourly Billing
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)		\$335.00 (4 hr. min.)
Core Drill (equipment only)		\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)***		\$2,400.00 each
SUE QL-A Test Hole (> 8 < 15 ft)***		\$2,900.00 each

Construction Management, Construction Engineering and Inspection (CEI)		Hourly Billing
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 2025 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' COMPENSATION SUMMARY

SERVICE	FEE	FEE BASIS
BASIC SERVICES		
Topo & Boundary Survey	\$6,000	Fixed Fee
SUE (Subsurface Utility Engineering)	\$7,000	Fixed Fee
Civil Engineering	\$22,000	Fixed Fee
Bidding & Construction Administration	\$10,000	Fixed Fee
Construction Inspections	\$10,000	Fixed Fee
TOTAL FEE	\$55,000	

ATTACHMENT 'B-2'

SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive

Suite 100

Fort Worth, TX 76137

817-336-5773

Client Contact

Client

Address

Invoice number

Date _____

Professional services rendered for the month ending November 30,2022

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Topo & Boundary Survey SUE Civil Engineering Bidding & Construction Administration Construction Inspections					
Total					

Invoice total

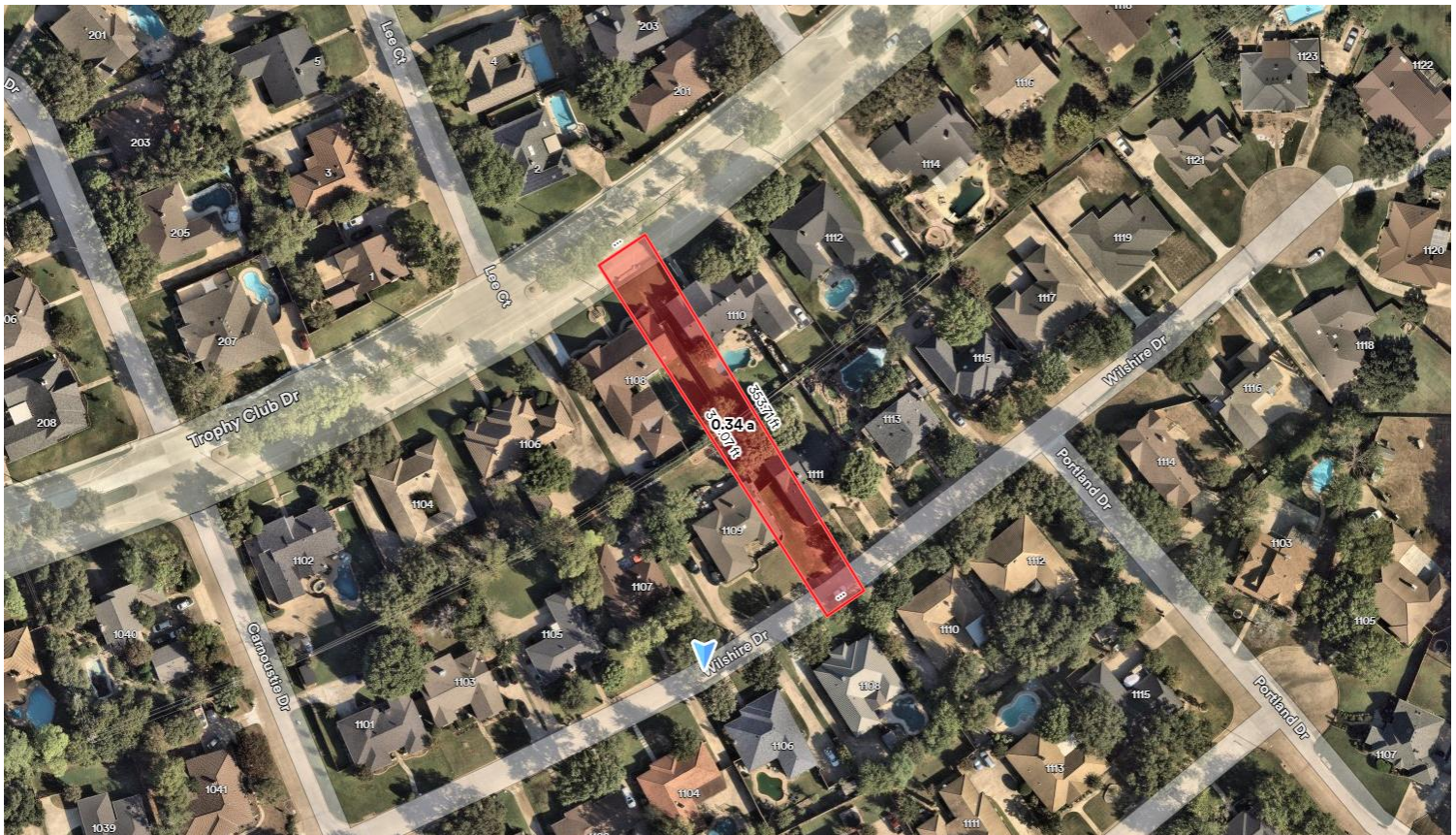
1

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 project schedule provided by the Owner and/or Architect.

ATTACHMENT 'D' Wilshire Drive Drainage





TOWN COUNCIL COMMUNICATION

MEETING DATE: March 10, 2025

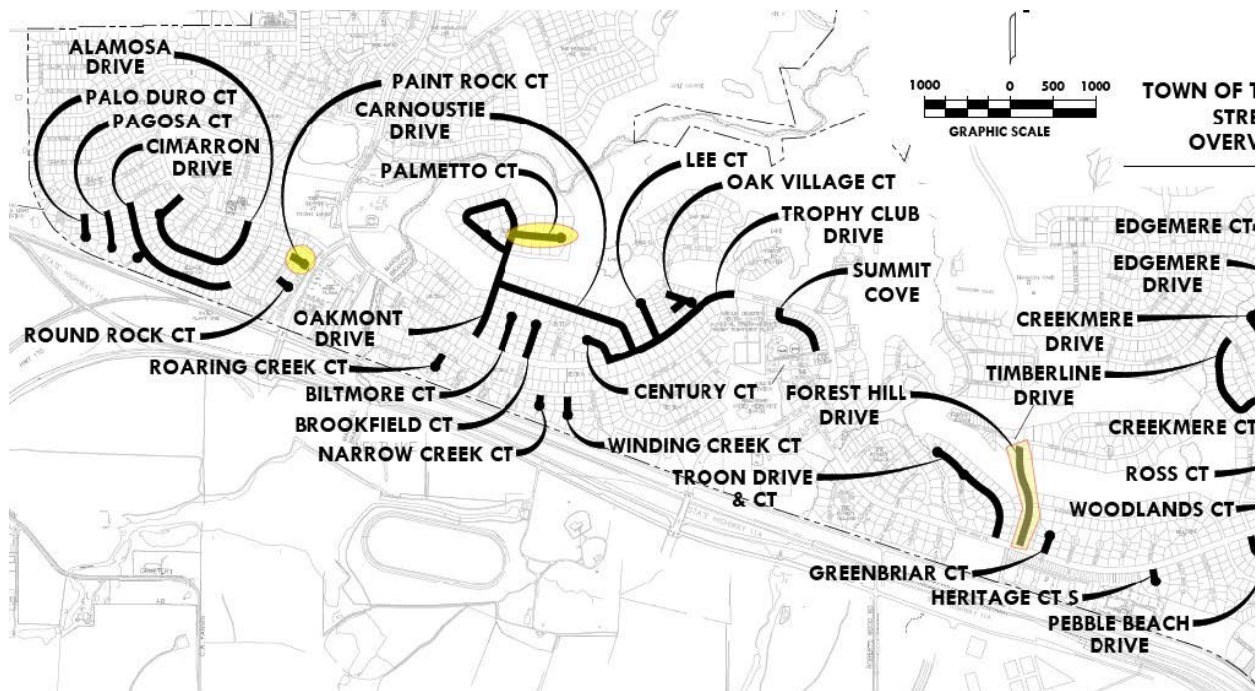
FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$445,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the FY 2025 Street Reconstruction Projects including Forest Hill Drive, Paint Rock Court and Palmetto Court. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town's FY 2025 Capital Improvement Program includes annual street maintenance and replacement projects to ensure that street infrastructure remains in good condition. The Capital Improvement Program was approved by the Town Council at its September 9, 2024 meeting.

The list of streets selected for the FY 2025 Street Improvement Projects are Forest Hill Drive, Paint Rock Court, and Palmetto Court. These streets were all identified for replacement based on the 2022 Trophy Club Streets Pavement Survey, which utilized the Pavement Condition Index (PCI) and Structure Strength Index (SSI) to determine the Overall Condition Index (OCI). The OCI rating guides the prioritization of street replacements based on funding allocated by the Town Council for this purpose. Below are the ratings associated with the three identified streets for the FY 2025 program.

1. **Forest Hill Dr** - PCI 40, SSI 87.97, OCI 40
2. **Paint Rock** - PCI 27, SSI 100, OCI 37
3. **Palmetto** - PCI 37, SSI 95.74, OCI 47



The professional services agreement with Teague Nall and Perkins (TNP) is to provide general civil engineering services for the identified street replacement projects. These services will include topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspections.

This initiative aligns with the Town Council’s strategic goals by prioritizing investments in street infrastructure, enhancing roadway safety, and improving pedestrian pathways to ensure accessibility and connectivity throughout the community. Additionally, this project supports the Council’s objective to strengthen infrastructure by upgrading and replacing aging roadways.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Below is a cost breakdown for each street project to be awarded through the contract. The cost for each street includes topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspections.

<u>Street</u>	<u>Cost</u>
Forest Hill Drive	\$250,000
Paint Rock Court	\$70,000
Palmetto Court	\$125,000
Total	\$445,000

Funding for the FY 2025 Street Improvement Projects is provided in the FY 2025 Capital Improvement Program with a total budget of \$2,990,000 funded through Bond Series 2025. In October 2024, the Town Council approved a reimbursement resolution indicating its intent to fund this project through the bond issuance to be completed in the summer of 2025. This project, as well as all other projects funded in the FY 2025 Capital Improvement Program, are anticipated in the Town's long-term debt financing plan and tax rate goal that were adopted in September 2024.

LEGAL REVIEW: Town Attorney Roggia has reviewed the professional services agreement as to form and legality.

ATTACHMENTS:

1. Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$445,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the FY 2025 Street Improvement Projects including Forest Hill Drive, Paint Rock Court and Palmetto Court.

AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – 2025 CIP Street Reconstruction – Forest Hill Drive, Paint Rock Court and Palmetto Court

TNP PROJECT NUMBER: TRO 25XXX

CLIENT: Town of Trophy Club
Attn: Brandon Wright, Town Manager

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

In accordance with Texas Gov't Code Ch. 2254, the Town of Trophy Club (the CLIENT) has determined that the CONSULTANT is the most highly qualified provider of professional services for this project on the basis of demonstrated competence and qualifications and hereby requests and authorizes Teague Nall and Perkins, Inc., (the CONSULTANT) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services associated with the street reconstruction improvements for Forest Hill Drive, Paint Rock Court and Palmetto Court in Trophy Club, Texas, as generally shown on Attachment 'D'.

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

Article II

COMPENSATION shall be on the basis of the following:

A. Basic Services: The CONSULTANT's compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee:

Forest Hill Drive

• Topo & Boundary Survey	\$ 15,000
• SUE (Subsurface Utility Engineering)	\$ 15,000
• Civil Engineering, Bidding and Construction Administration	\$ 170,000
• Construction Inspections	\$ 50,000

Paint Rock Court

• Topo & Boundary Survey	\$ 7,500
• SUE (Subsurface Utility Engineering)	\$ 7,500
• Civil Engineering, Bidding and Construction Administration	\$ 45,000
• Construction Inspections	\$ 10,000

Palmetto Court

• Topo & Boundary Survey	\$ 10,000
• SUE (Subsurface Utility Engineering)	\$ 10,000
• Civil Engineering, Bidding and Construction Administration	\$ 85,000
• Construction Inspections	\$ 20,000

The above costs include 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 contact completed during the billing period.

- B. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The CONSULTANT's compensation for Special Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

Fixed Fee Compensation for Special Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Special 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.

Unit Cost Compensation for Special Services: Payment to CONSULTANT shall determined by the quantity (per Each or per LF) completed times the Unit Price reflected in Attachment 'B-2' Compensation Summary. Payment shall be due in monthly installments based on the quantity completed during the billing period.

- 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:

- 1) Platting preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Encroachment or Access Agreements;
- 3) Environmental Assessments;
- 4) Franchise Utility Extensions or Relocations;
- 5) Water of Sanitary Sewer Studies;
- 6) Screen Wall Design;
- 7) Storm Water Pollution Prevention Plan (SWPPP);
- 8) TxDOT Turn Lanes (Acceleration or Deceleration);
- 9) LEED Certification Design;
- 10) Geotechnical Engineering;
- 11) Lift Station Design;
- 12) Electrical Engineering;
- 13) Onsite Water Storage Tank or Fire Pump System;
- 14) Permitting;
- 15) Construction staking

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, as described above.

- D. 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.

- E. 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.
- F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.
- G. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

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:

Town of Trophy Club

By: _____
Title: _____
Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: Michael Wilson
Title: Principal
Date: 1/21/2025

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Mike Wilson



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: Trophy Club - 2025 CIP Street Reconstruction
Client: Town of Trophy Club
TNP Project #: TRO25XXX
Date: 01.21.2025

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 concerning the standard of care. 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 in accordance with Texas Gov't Code Ch. 2251.

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 not be added on or collected as the Client is tax exempt under Texas law.

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

Project Name: Trophy Club - 2025 CIP Street Reconstruction

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 01.21.2025

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; provided, however, this Section 16 shall not relieve CONSULTANT of its obligations under Texas Business and Commerce Code Ch. 59 or any other law, and this Section 16 shall not be construed as a limitation or waiver of CLIENT under Texas Civil Practice and Remedies Code Ch. 16.

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 Denton County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, purchased with public funds and shall become the property of the Town upon payment 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 for other municipal purposes related to this Agreement, and will have the right to use the Documents only on the Project, extensions of the Project, and for other 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

21.1. 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.

21.2. Insurance. The CONSULTANT shall effect and maintain insurance to protect itself from claims under workmen's compensation act's claims for damages because of bodily injury, including personal injury; sickness or disease; death of any of its employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is legally liable. The CONSULTANT shall provide to the TOWN a copy of the Certificate of Insurance naming TOWN as an additional insured.

21.3. Indemnity. The CONSULTANT shall indemnify and hold harmless the CLIENT and its officers, agents, and employees from the liability of the CLIENT on account of any injuries or damages received or sustained by any person or persons or property, including court costs and reasonable attorney fees incurred by the CLIENT, proximately caused by the negligent acts or omissions of the CONSULTANT or its officers, agents, employees, or subcontractors in the execution, operation, or performance of this Agreement. This indemnity provision shall be construed in compliance with Texas Local Gov't Code Sec. 271.904, to the greatest extent allowed by law. In the event of a conflict between this paragraph and Texas Local Gov't Code Sec. 271.904, then Sec. 271.904 shall supersede this Agreement and shall be made enforceable under this Agreement.

21.4. Additional Verifications. To the extent required by Texas law, the CONSULTANT verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; and (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

Project Name: Trophy Club - 2025 CIP Street Reconstruction

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 01.21.2025

21.5. Non-collusion. The CONSULTANT represents and warrants that the CONSULTANT has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the services to be provided to the CLIENT under this Agreement.

21.6. Governmental Functions. The Parties hereby acknowledge and agree that the CLIENT is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the CLIENT's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas local Government Code, as amended, the CLIENT's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

21.7. Adverse Interests. The CONSULTANT further agrees that during the course and scope of this Agreement, except with CLIENT's knowledge and consent, the CONSULTANT shall not represent any third party against the CLIENT in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the CLIENT, as determined by the CLIENT.

21.8. Ethics Disclosure. To the extent required by law, the CONSULTANT represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the CLIENT and the contract identification number, the CLIENT is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the CONSULTANT and the CLIENT has not verified such information.

21.9. Public Funding. This Agreement is subject to the appropriation of public funds by the CLIENT in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the CLIENT pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the CLIENT for that fiscal year only, and shall not constitute an indebtedness of the CLIENT of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

21.10. Public Information; Confidentiality. The CONSULTANT will maintain as confidential any documents or information provided by CLIENT and will not release or publish same to any third-party without prior permission from CLIENT, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the CLIENT. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the CONSULTANT agrees that this Agreement may be terminated if the CONSULTANT knowingly or intentionally fails to comply with a requirement of that subchapter.

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services necessary for the development of the project:

BASIC SERVICES

TOPO AND BOUNDARY SURVEY

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
5. Establish vertical benchmarks as needed throughout the project.
6. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
7. Visible utilities such as power poles, manholes and valves etc. will be located.

Deliverable = Existing Property base and Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202).

SUE (SUBSURFACE UTILITY ENGINEERING)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the

existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-"D" & QL-"C" information.

- Quality Level A (QL-"A") - Generally QL-"A", also known as "locating", indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-"D" QL-"C" & QL-"B" information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
 3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
 4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.
 5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
 6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
 7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
 8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.

9. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

SCOPE OF BASIC SERVICES:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the street reconstruction limits.

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
 - c. Marking all locations that can be validated, using paint, flags or other devices.
 - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - e. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
- b) Quality Level A Utility Test Hole – TNP will excavate by air-vacuum or other minimally invasive methods up to **three (3) test holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. The location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. This work includes:
- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.

- b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

CIVIL ENGINEERING

Upon completion of the topographic design survey, CONSULTANT will begin design for the streets, drainage, water and sanitary sewer improvements. The CONSULTANT will coordinate his work as necessary to interface with Town staff and provide periodic updates on design as well as meet with Town staff to review scope, opinion of cost as well as project schedules. Once final plans have been completed, the CONSULTANT will deliver original plan documents with Engineer's seal and signature, sufficient for printing and distribution for bidding. CONSULTANT will prepare final cost opinions upon delivery of final contract documents to confirm project budget. CONSULTANT will present to the Town Council the overall project design, cost and schedule as necessary prior to bidding.

Provide Civil Engineering for the street reconstructions as shown on Attachment 'D'.

Scope of work shall include the following:

- Street Reconstruction Plans
- Project Details
- Project Contracts per Town Standards

BIDDING AND CONSTRUCTION ADMINISTRATION

1. Once plans are approved to move forward to bidding, CONSULTANT will reproduce full detailed contract documents to complete the bid package for distribution to prospective bidders. CONSULTANT will represent the plans and answer questions to perspective bidders and issue addendums as necessary. CONSULTANT will represent the Town at the bid opening to receive and open bids and prepare a bid tabulation of the bids. CONSULTANT will review all bids and evaluate the apparent low bidder and make recommendation in writing to the Town Council as well as present the bid to the Council in public hearing as necessary.
2. CONSULTANT will prepare the contract documents for execution by the Owner and approved Contractor. CONSULTANT will conduct a pre-construction meeting to initiate the construction. CONSULTANT will attend and oversee periodic job site meetings to oversee the construction of the project. It is anticipated that the project will take approximately 12-months to complete.
3. For purposes of this agreement, the scope will include bi-weekly Owner-Engineer-Contractor (OEC) meetings which will be up to 2 meetings per month for the duration of the construction. In addition to the site meetings, the Design Team will review all Shop Drawings, respond to RFI's and review and make payment recommendations to the Owner.

4. Once the project is substantially complete, a punch list will be developed to identify any noncompliant or incomplete work by the contractor and to assist in the final completion of the project and final payment. An additional follow up to any outstanding items or issues will be provided until Final Acceptance of the work is given to the Contractor.

CONSTRUCTION INSPECTION

The project scope will be to provide Construction Inspection for all public improvements – paving and storm drainage improvements. Any water/sewer improvements to be inspected by the Town MUD.

CONSULTANT will provide an onsite inspector as necessary to review, oversee and inspect all public improvements, including subgrade, lime stabilization, pre-installation of pavement that would include review placement of forms and reinforcing steel as well as inspection of placement and finishing of concrete pavements, and installation of storm drainage infrastructure.

The inspection will be based plans and specifications prepared by the CONSULTANT, the engineer of record and under the oversight of CONSULTANT who is providing construction management services.

Inspector will maintain inspection reports and provide feedback and direction to the contractor and Town as necessary to make any adjustments during these construction activities.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

2025 Standard Hourly Rates

Effective January 1, 2025 to December 31, 2025

Engineering/Landscape Architecture/ROW	Hourly Billing
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	Hourly Billing
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
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Utility Management, Utility Coordination, and SUE		Hourly Billing
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)		\$335.00 (4 hr. min.)
Core Drill (equipment only)		\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)***		\$2,400.00 each
SUE QL-A Test Hole (> 8 < 15 ft)***		\$2,900.00 each
Construction Management, Construction Engineering and Inspection (CEI)		Hourly Billing
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 2025 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' COMPENSATION SUMMARY

SERVICE	FEE	FEE BASIS
BASIC SERVICES		
Forest Hill Drive:		
Topo & Boundary Survey	\$15,000	Fixed Fee
SUE (Subsurface Utility Engineering)	\$15,000	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$170,000	Fixed Fee
Construction Inspections	\$50,000	Fixed Fee
Painted Rock Court:		
Topo & Boundary Survey	\$7,500	Fixed Fee
SUE (Subsurface Utility Engineering)	\$7,500	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$45,000	Fixed Fee
Construction Inspections	\$10,000	Fixed Fee
Palmetto Court		
Topo & Boundary Survey	\$10,000	Fixed Fee
SUE (Subsurface Utility Engineering)	\$10,000	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$85,000	Fixed Fee
Construction Inspections	\$20,000	Fixed Fee
TOTAL FEE	\$445,000	



ATTACHMENT 'B-2' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

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

Client Contact
Client
Address

Invoice number
Date

Professional services rendered for the month ending November 30,2022

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<u>Forest Hill Drive:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction					
Administration					
Construction Inspections					
<u>Painted Rock Court:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction					
Administration					
Construction Inspections					
<u>Palmetto Court:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction					
Administration					
Construction Inspections					
Total					

Invoice total

Please show project number on all payments of this statement

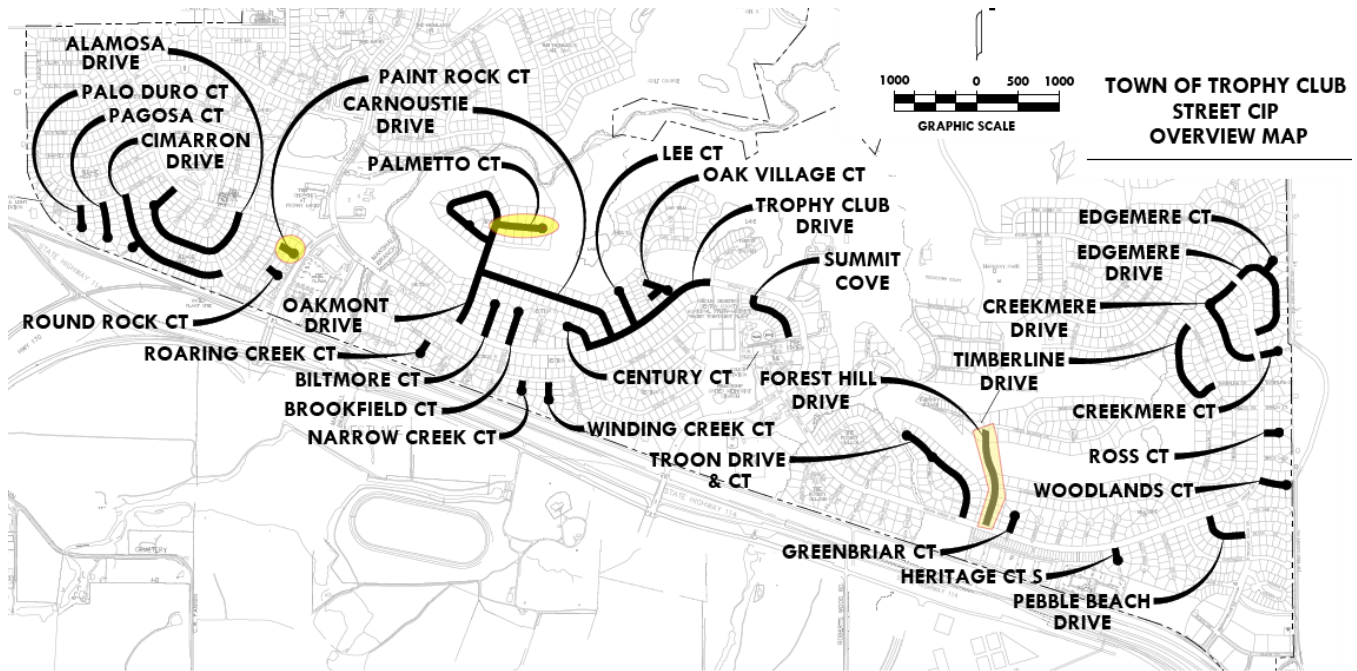
Project Name: Trophy Club - 2025 CIP Street Reconstruction
Client: Town of Trophy Club
TNP Project #: TRO25XXX
Date: 01.21.2025

ATTACHMENT 'C' PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the project schedule provided by the Owner and/or Architect.

ATTACHMENT 'D'

Project Limits





TOWN COUNCIL COMMUNICATION

MEETING DATE: March 10, 2025

FROM: Madison Seil, Recreation Superintendent

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Parkhill in the amount of \$300,550 for Phase II of the Community Pool Project including design development, construction documents, public bidding services, and construction administration services. (Chase Ellis, Director of Parks & Recreation)

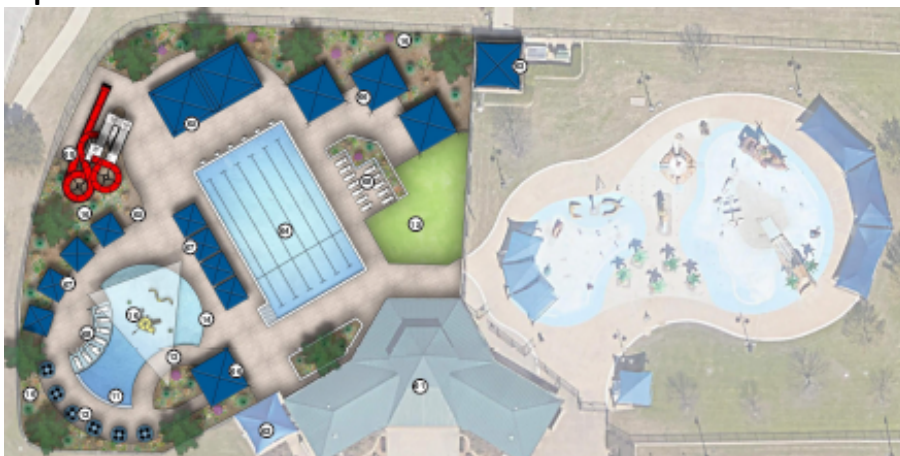
BACKGROUND/SUMMARY:

On June 24, 2024, the Town Council unanimously approved awarding Phase I of the professional services agreement to Parkhill for the Community Pool Project. This phase focused on community engagement and schematic design, incorporating public feedback collected during the 2024 summer season at the pool.

During the February 24, 2025 Town Council Meeting, three design options were presented for consideration. Following deliberation, the Town Council unanimously voted to proceed with Option #3, which includes the following improvements:

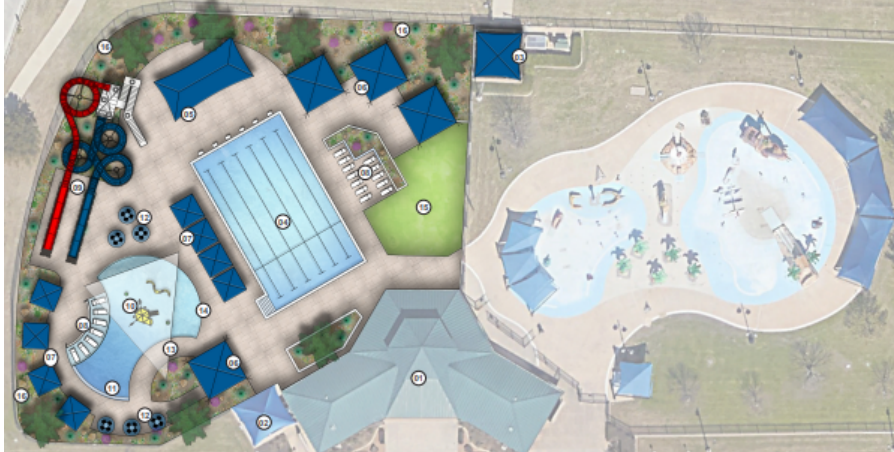
- A new body slide: The Parks & Recreation Board and Town Council prefer a double-body slide
- Expanded shade structures
- An improved and redesigned kiddie pool

Option C



Below is a potential layout that may accommodate an additional body slide. The addition of a second body slide will be dependent on construction contract pricing that still allows the project to be delivered within the overall budget amount.

Revised Option C with Double Body Slide



To ensure project transparency and involvement from the Parks & Recreation Board as well as the Town Council, the professional services agreement with Parkhill was structured with two distinct phases. Phase I involved public engagement and the development of schematic design options. Phase II will involve design services including design development, the development of construction documents, public bidding services, and construction administration services.

BOARD REVIEW/CITIZEN FEEDBACK: At their February 17, 2025 Parks & Recreation Board Meeting, the Board recommended (6-1) Option C with the potential inclusion for a double slide. Parkhill and staff are working to create a two-slide option that the current budget can support. At the February 24, 2025 Town Council Meeting, the Town Council directed staff to proceed consistent with the recommendation from the Parks & Recreation Board with the final design for Option C to include an option for a double slide while remaining within budget at \$2.4 million.

FISCAL IMPACT: Funding for the Parkhill Phase II project as well as remaining construction costs is provided in the Capital Expense Fund from Bond Series 2023. The remaining budget for the Community Pool Project is \$2.49 million with a total of \$98,000 available from the first phase of construction work.

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the contract as to form and legality.

ATTACHMENTS:

1. Parkhill Agreement
2. Updated Option 3

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Parkhill in the amount of \$300,550 for Phase II of the Community Pool Project including design development, construction documents, public bidding services, and construction administration services.

March 4, 2025

Mr. Chase Ellis, CPRP, CPO
Director of Parks and Recreation
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

Re: AMENDMENT 1 to the Agreement for Professional Services Agreement
dated July 1, 2024, for the Trophy Club Community Pool Improvements
Project Address: 500 Park View Drive, Trophy Club, TX 76262

Dear Mr. Ellis:

The Town of Trophy Club (CLIENT) and Parkhill (A/E) amend the referenced Agreement as follows:

SCOPE OF WORK:

Engage Phase 2, basic design services for phase one improvements identified in the Master Plan, Phase 1. The AE understands Phase 2 will include improvements shown in Attachment A to this amendment including the following as the budget allows:

- A newly renovated children's pool with sundeck and improved water plays amenities. Existing pool equipment, including pumps and filters, will be reused from the existing pool.
- An elevated water slide including two chutes.
- Improved and accessible pool deck surfacing servicing the children's pool area and water slide.
- Pool deck extensions and areas for passive activities.
- Landscape areas include irrigation.

The current budget for Phase 1 improvements shall be \$2,400,000. Any deviation to this budget of more than 5% shall constitute a change in the conditions of this amendment and allow both parties to revisit the scope and fees accordingly via another amendment.

The scope of the Work to be completed by WTI, Inc is attached hereto as Attachment B.

COMPENSATION:

Lump sum fees to the Agreement shall be increased as follows:

- Phase 2 Basic Design Services for Phase One Improvements Including WTI Services
 - Design Development: \$ 66,600.00
 - Construction Documents \$133,200.00
 - Bidding/Proposals and Award \$ 16,650.00
 - Administration of Construction \$ 66,600.00
 - Total Basic Design Services \$283,050.00
- Phase 2 Reimbursable Expenses Budget
 - Reimbursable Expense Budget \$ 10,000.00
(To be invoiced as used with itemized Backup)
 - Topographic Survey of Project Area \$ 7,500.00
 - Geotechnical Investigation (Supplied by owner from previous project)
 - Total \$300,550.00**

REIMBURSABLE EXPENSES:

See "COMPENSATION" above.

SCHEDULE:

Design Development:	30 Days from Signed Notice to Proceed
Construction Documents	60 Days from Completion of Design Development and no earlier than June 30, 2025
Bidding/Proposals and Award	As Stipulated By Town of Trophy Club
Administration of Construction	9 Months from Signed Notice to Proceed

Except as expressly modified herein, no other provisions of the Agreement between the A/E and CLIENT are affected or modified by this Amendment, and all such provisions in the Agreement shall apply to this Amendment. The Agreement, as amended by this Amendment, shall remain in full force and effect per its terms, as amended.

This Amendment, together with the Agreement and any other amendments duly executed by the parties, constitutes the entire agreement and understanding between A/E and CLIENT concerning the subject matter thereof.

This Amendment may be executed and delivered (including by facsimile or Portable Document Format (.pdf) transmission) in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Facsimile and other electronic copies of manually or electronically signed originals shall have the same effect as manually signed originals and shall be binding on the undersigned parties.

ACCEPTANCE OF AMENDMENT BETWEEN CLIENT AND A/E

Acceptance of this Amendment is indicated by an authorized agent of the CLIENT and A/E signing in the space provided below. Unless another date is specified, we will consider receipt of an executed Amendment as an authorization to proceed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Agreement in duplicate effective on the last date signed.

PARKHILL (A/E)

The Town of Trophy Club (CLIENT)

Signature: 

Signature: _____

Name: Michael Chad Davis, ASLA,

Name: _____

Title: Firm Principal

Title: _____

Date: _____

CD/ilc

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas."



Professional Services Proposal

Trophy Club Community Pool Renovations

Trophy Club, TX

WTI Project Number: 24327.01
March 3, 2025

Client

Parkhill
800 S. Polk St.
Amarillo, TX 79101

James Williams
Senior Associate
T. 817.633.0411
JRWilliams@Parkhill.com

Consultant

Water Technology, Inc. (WTI)
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916
www.wtiworld.com

Bill Weaver
Project Director
M. 608.609.7771
bweaver@wtiworld.com

Project Understanding

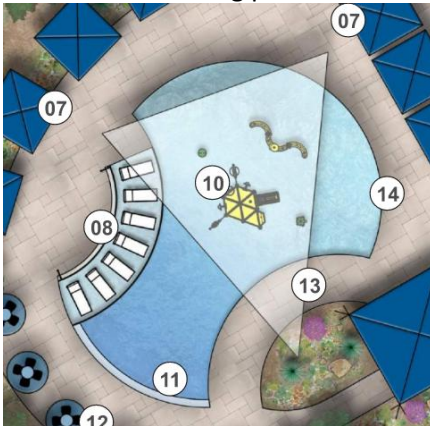
Scope

An aquatic masterplan or program has not yet been finalized for this facility. WTI services involve development and design of aquatic components. WTI design will include associated aquatic features, equipment, and treatment systems.

Description

This proposal is based on the following preliminary design criteria;

- Replace the existing wading pool as follows:
 - Removal of existing wading pool, slide, and spray features.
 - Provide new wading pool with sun ledge as shown below.
- Provide new spray/play features
 - AT04-Classic Activity Tower by Waterplay or similar
 - Snapper 1 Spray Feature by Waterplay or similar
 - Fun-Guy 3 Spray Feature by Waterplay or similar
 - Cascade River Spray Feature by Vortex or similar
- Reuse existing feature pump
- Reuse existing filtration, circulation, and chemical systems
- Reuse existing buried piping and modify as need to connect to new pool and features
- New double slide tower with runouts as shown below



- New motive water pumps (Typ. of 2)
- Slide motive water will likely be drawn from and returned to the existing lap pool
- Reuse existing lap pool filtration, circulation, and chemical systems

Budget

The aquatic construction cost is approximately \$1.3M.

Scope of Services

Design Development

Based on the Client approved Concept, WTI will develop designs of the aquatic areas and systems. For the Design Development (DD) phase, WTI will perform the following tasks:

- Confirm Aquatic Program and Capacities, and Mechanical Program
- Verify Aquatic Design for Code Compliance
- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Develop Pool Wall Profile(s)
 - Shapes and Depths
- Define Pool Specialty and Mechanical Equipment
- Develop Pool Mechanical Equipment Layout
- Develop Aquatic Drawings
 - Pool Plans, Sections, and Details
 - Pool Structural Design
 - Preliminary Pool Piping Plans, and Piping Details
 - Pool Mechanical Plans, Schedules, and Details
- Develop Utility Requirements
- Develop Draft Specifications
- Develop Preliminary Aquatic Construction Cost Opinion

Design Development - Deliverables

- DD Drawings
- Draft Specifications
- Utility Requirements
- Preliminary Aquatic Construction Cost Opinion

Client shall review phase specific deliverables and provide written approval.

Construction Documents

Based on the Client approved DD Deliverables, WTI will finalize the designs of the aquatic areas and systems. Final CD Deliverables will contain information suitable for contractors to provide construction pricing or bidding. Final CD Drawings provided by WTI will contain the Professional Seal of an Architect or Engineer licensed in the State/Province of the project site and will be suitable for review by permitting agencies with jurisdiction over the project. For the Construction Document (CD) phase, WTI will perform the following tasks:

- Finalize Coordination with other Consultants of the Client
- Finalize Utility Requirements
- Finalize and Assemble Pool and Pool Mechanical Aquatic Drawings
 - Pool Plans, Sections, and Details
 - Pool Equipment and Finish Schedules
 - Pool Mechanical Plans, Schedules, and Details
 - Pool Piping Plans, Schedules and Details
 - Pool Structural Design
 - Pool Mechanical Schematics
- Finalize Specifications
- Perform Internal Quality Assurance Procedure
- WTI will complete draft Swimming Pool permit applications with project specific information for local jurisdiction.
 - Client is responsible for completion, review, and submittal of final application(s).

Construction Documents - Deliverables

- 90% CD Drawings
- 100% CD Drawings
- 100% Specifications
- Final Utility Requirements
- Draft Pool Permit Application(s)

WTI shall provide a 90% review set in advance of final deliverable. Client to provide comments and feedback no later than 30 days prior to final deliverable due date. Client shall review phase specific deliverables and provide written approval.

Bidding and Negotiation

WTI will assist the Client during bid document preparation and negotiation of the Contract Documents. For the Bidding and Negotiation (BN) phase, WTI will perform the following tasks:

- Address Questions and Comments from Permitting Agencies
- Respond to aquatic related Request For Information (RFI)
- Provide information and clarifications for Client's Addenda
- Assist in the interview of the Pool Contractors, if requested by Client
- Conformed Aquatic Documents

Bidding and Negotiation - Deliverables

- RFI Responses (if required)
- Addenda Support Documents (if required)
- Conformed Aquatic Documents

Client shall provide approved Swimming Pool permit prior to construction. Client shall review phase specific deliverables and provide written approval.

Construction Administration

WTI will assist the Client during construction of the project. WTI will periodically visit the project site and will endeavor to observe the construction for conformance to the CD Deliverables. For the Construction Administration (CA) phase, WTI will perform the following tasks:

- Review and respond to requested Submittals including Shop Drawings and other information
- Review and respond to Pool Contractor Change Order requests
- Correspond with Permitting Agencies regarding aquatic questions
- Review and respond to Pool Contractor prepared Aquatic Operation and Maintenance Manual
- Conduct Site Visit(s)
- Provide Field Reports on Site Observations
- Review Punch List prepared by Pool Contractor

Construction Administration - Deliverables

- Shop Drawing Responses
- Change Order Responses
- O&M Responses
- Field Reports
- Punch List Responses

Client shall review phase specific deliverables and provide written approval.

Requirements

The following information, materials, and approvals are required for WTI to effectively and efficiently perform the services described in this proposal. The Client shall provide WTI, at no cost, with the following:

- Project site surveys
- Existing aquatic drawings
- In the absence of existing aquatic drawings, field confirmation of existing pool concrete thickness and reinforcing may be necessary (i.e., GPR, etc.)
- Project site geotechnical analysis and reports
 - WTI's fee is typically based on design with standard soil conditions using an assumed bearing capacity of 2,500 pounds per square foot. However, this project is in a suspected seismic zone or area known to have poor soil conditions. Although we have included an allowance for additional structural design services, if the report reveals expansive, environmental, high groundwater, organics or other deleterious conditions, additional fees may be required.
- Project site water analysis and testing
- Preferred title block, sheet sizes, or other drawing format details
- Background drawings and models, including site and building(s), for incorporation of WTI designs
- Written approval of WTI produced Deliverables at the completion of each Phase of work
- Construction contract bid documents and addenda
- Construction contract bid responses and results

Participant BIM Project Brief

WTI will produce digital designs for incorporation into the Client's drawings and models. WTI anticipates producing three-dimensional BIM models consisting of 3D model geometry and digital data required to necessitate the requested BIM LOD up to BIM LOD 300. WTI design models will only contain information pertinent to our services and will not include information relevant to fabrication, construction, or facilities management. Inclusion of additional data in digital models, such as ongoing model updates for record drawings, facility management, etc. may be requested as an Additional Service. Reference WTI's BIM Level Definitions document for an outline of what may be included with each level. WTI will participate in Revit model exchanges and typical BIM coordination phone calls as requested (not to exceed a once per weekly meeting and not including detailed clash detection).

Schedule

Our fee is based on receipt of a Notice To Proceed by or before March 17, 2025 and the following projected design schedule:

Design Development: 6 - 8 weeks

Construction Document Preparation and Quality Control Review: 6 - 8 weeks

We understand that abbreviated schedules may sometimes be required, however in our experience, this puts the Owner, Client and WTI at risk. To expedite a project, please be aware that a discussion of those risks is required, in addition to a corresponding fee adjustment.

Services Provided by Others (Coordinated with WTI)

WTI will assist with coordinating all WTI provided services with other disciplines of the project team. A non-comprehensive outline of scope for coordination and exclusion from the proposed WTI Scope of Services is below. The following services and project scope shall be the responsibility of the Client, or other Consultants of the Client.

Architecture / Landscape Architecture

- Buildings or enclosures
- Change facilities, locker rooms, food areas, retail areas, offices and/or other support spaces
- HVAC mechanical rooms
- Pool mechanical, chemical and equipment storage rooms
- Method to lift pumps from pool mechanical rooms, if required
- Pool deck
- Landscaping and irrigation
- Fences, perimeter barriers and pedestrian walks
- Shade structures and pavilions
- Pool safety, directional or other signage

Civil Engineering

- Parking and vehicular access
- Storm and Sanitary sewers
- Site grading and drainage
- Pool filter backwash disposal piping
- Utility distribution, including gas, electric and water
- Pool underdrain or dewatering systems, if required
- Earthwork/soil improvement required for pool construction.

Structural Engineering

- Building foundations, footings, bearing and spanning systems, including building support of pool vessels, pool area, pool mechanical equipment, and pool piping
- Surge tank concrete and reinforcement, access hatch, and ladder if required
- Pump pit(s) concrete and reinforcement, grating, railings, and stairs if required
- Waterproofing Specification. (Waterproofing scope recommended by structural.)
- Filtration and other mechanical equipment pads and slabs
- Pool area concrete and reinforcement, and joint sealant
- Any special inspections required by permitting officials
- Slide tower supports, footings, stairs, railings, and platforms

Mechanical Engineering

- Boilers, pool water heat exchangers, controls and booster pumps required for flow to water heating equipment
- Pool heater venting and exhaust
- Pool chemical storage room venting and exhaust
- Pool mechanical equipment room HVAC
- Building HVAC

Electrical Engineering

- Aquatic Electrical Drawings
 - Layout and Specification of all Pool Electrical Equipment including electrical disconnects, variable frequency drives, and/or motor starters for all pool pumps.
 - Power supply distribution schedules and coordination complete to pool equipment.

- Bonding and grounding plans and details for all pools, adjacent decks, deck equipment, and pool electrical equipment.
- Pool mechanical equipment room subpanel(s) and breakers
- Pool room/area lighting and outlet power
- Pool mechanical equipment room lighting and outlet power
- Controls and low voltage wiring

Plumbing

- Pool deck drains, drain locations, and drain piping to waste
- Pool mechanical equipment room floor drains and drain piping to waste
- Pool filter backwash/drain plumbing, sump, and duplex sump pump system
- Pool mechanical equipment room potable water supply including piping to pool auto-fill
- Pool mechanical equipment room emergency eyewash station
- Fire protection system

Testing and Analysis

- Geotechnical testing and analysis
- Local water testing and analysis
- Water loss and leak detection
- 3D Laser Scan of Pool

Administrative

- Permits and regulatory fees.
 - WTI will provide pool system information to the Client to complete construction permit applications but is not responsible for submission nor payment of fees.
- Front-end specifications
- LEED® Registration and Application
- Document reproduction and distribution
- Preparation of addenda
- Maintenance of the plan holder list
- Record Drawings (unless accepted as an Additional Service)

Terms and Conditions

Basis of Agreement

This proposal incorporates by reference AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect, or AIA Document C401-2017, Standard Form of Agreement Between Architect and Consultant. The general conditions of the contract will be defined in AIA Document A201-2017, General Conditions of the Contract for Construction.

Scope of Services

Services offered are limited to those services described in the proposal. No other services are offered or implied unless specifically addressed in the proposal.

Expiration

The attached proposal is considered valid for a period of ninety (90) days from the date of the proposal or its last revision date, if any. Proposals older than ninety (90) days are expired, unless reissued by WTI with a reissue date.

Payment

All proposals are based upon payment in US dollars. Invoices will be issued monthly and are payable within forty-five (45) days of date of invoice. An interest rate of one percent (1.0%) per month will be payable on any amount not paid within this time period. Attorney's fees and any other costs incurred in collecting delinquent accounts shall be paid by Client. WTI will invoice professional fees monthly, on a percent complete basis, throughout the project term.

Hourly Charges/Additional Services

WTI personnel will be charged at the following rates:

Principal/Director	\$250.00
Project Manager/Engineer	\$185.00
Creative Studio	\$160.00
Project Design	\$145.00
Mechanical Design	\$170.00
Technical Design	\$105.00
Administrative	\$75.00

These rates are valid for a period of twelve (12) months from date of an accepted proposal. These rates are not valid for work involving claims settlement, expert witness or litigation work. Additional services, if requested by Client, will be performed on a stipulated sum or hourly basis, as agreed to in writing by both parties prior to initiating the additional services.

Reimbursable Expenses

Expenses and services not directly provided by WTI will be invoiced at one and 10/100 (1.10) times cost. International travel is business class air. Domestic airfare will be premium economy (changeable and refundable). These costs are not included in WTI's fee unless specifically noted as included in our proposal. Air fares are based on seven (7) days advanced purchase. Costs associated with customer requested modifications to travel arrangements after purchase by WTI will be an addition to the contract sum.

Additional Project Related Costs

The following costs are not included in our proposal and should be anticipated in the owner's budgeting: geotechnical services and reports, topographic and boundary surveys (site surveys), testing, project related insurance, legal and safety consultant services, permits and fees, and marketing and operations development.

Standard of Care

Services provided by WTI under this Agreement will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with the governing codes and regulations adopted at the time of the execution of this Agreement. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, plans and specifications or reports.

Risk Allocation

Client agrees that to the fullest extent permitted by law, WTI's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of fees for services for this project or twenty-five thousand and no/100 dollars (\$25,000.00), whichever is greater.

Governance

This Agreement shall be governed by the laws of the State of Wisconsin.

Insurance

Notwithstanding any other provisions in this Agreement, nothing shall be construed so as to void, vitiate, adversely affect or in any other way impair any insurance coverage held by either party to this Agreement. During the term of this agreement, WTI agrees to provide evidence of insurance coverage as shown in the example Insurance Certificate attached hereto. In addition, WTI will attempt to maintain continuous professional liability coverage for the period of design and construction of this project, and for a period of three (3) years following substantial completion, if such coverage is reasonable available at commercially affordable premiums. For the purposes of this agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design

professionals practicing in this state in this discipline are able to obtain such coverage. Owner will require that any party hired for the construction of the project, including but not limited to the general contractor, construction manager, and subcontractors will include, in addition to the Owner, Water Technology, Inc. and its consultants as additional insured for all policies related to the project. Standard insurance carried by WTI is as follows:

General Liability (Occurrence)	\$1.0 Million USD
General Aggregate (Project)	\$2.0 Million USD
Automobile	\$1.0 Million USD
Umbrella/ Excess (Occurrence)	\$4.0 Million USD
Workers Compensation	Statutory
Professional Liability (Occurrence)	\$2.0 Million USD
Professional Liability (Aggregate)	\$4.0 Million USD

Costs for additional coverage limits, if requested, will be paid for by Client.

Photography

The project architect agrees that any published photos, descriptions or award submittals of the project that include reference to the aquatic work shall include WTI as the aquatic consultant.

Client Services

As part of WTI's quality assurance program, WTI will contact the Owner regarding services provided by WTI.

Dispute Resolution

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, Client and WTI agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Client and WTI further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing all mediation as the primary method for dispute resolution, between the parties to those agreements. No mediation arising out of or relating to this agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this agreement, except by written consent containing a specific reference to this agreement signed by Client, WTI and any other person or entity sought to be joined. Consent to mediation involving an additional person or entity duly consented to by the parties to this agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Hazardous Materials

Client represents to WTI that to the best of Client's knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated.

Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing site/structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, Client agrees, to fullest extent permitted by law, to indemnify and hold the design professional harmless from any claim, liability or cost (including reasonable attorney's fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional services provided under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the design professional.

Termination

Either party may terminate the agreement for convenience after seven (7) days written notice of intent to terminate. Client shall be responsible for all costs and charges incurred up to the date of termination, including reasonable costs for WTI to close the work and organize files. WTI agrees not to charge for lost or anticipated profits on the work not completed and will provide copies of work files to Client upon receipt of final payment.

Fee for Professional Services

Fee

WTI professional services are offered for a stipulated lump sum and are contingent upon WTI Terms and Conditions.

Fee for Professional Services \$ 87,000.00 USD

Fee Breakdown per Phase

Design Development	38%
Construction Documents.....	35%
Bidding & Negotiation	2%
Construction Administration	25%

Meetings & Trips

WTI anticipates the following number of meetings and trips to facilitate the proposed work.

Design and Coordination Meetings	0 (in-person)
Design and Coordination Meetings	5 (virtual)
Construction Administration Meetings	8 (virtual)
Construction Administration Site Visits.....	3 (in-person)

Reimbursable Expenses

Project related expenses are reimbursable and are not included in the proposed fee. Reimbursable expenses include travel, swimming pool permit fees, express shipping, and printing. WTI estimates reimbursable expenses for the project scope will be in the range of \$ 1,000.00 to \$ 2,000.00, not including permit fees if applicable.

Acknowledgement

This proposal will remain valid for a period of 90 days. Please provide the signature of an authorized representative on the line below indicating acceptance of the proposed scope and fee for professional services.

Water Technology, Inc.

Client

Signature

Signature

Name / Title

Name / Title

Date

Date

Additional Services

As an additional service for our Clients, WTI proposes the following supplementary scope of work for consideration. Please indicate acceptance by initialing box next to selected alternate.

☐

Alternate 1: Additional Site Visits \$ 1,500.00 USD

If additional site visits are requested, WTI will charge an additional fee per trip plus travel expenses, assuming one WTI professional for one overnight stay.

☐

Alternate 2: Record Drawings – Construction Record 15% of CD Phase Fee

WTI will issue, at the completion of the project, a set of record documents which will include Contractor provided documented modifications. Modifications are limited to contractor supplied information, and could include dimensional modifications, equipment locations, pipe routing. Services do not include evaluation of modifications, coordination, structural revisions, or permit revision submission.

☐

Alternate 3: Eleven (11) Month Site Visit \$ 3,000.00 USD

WTI will provide an additional site visit to review project related work and summarize observations regarding any 1-year contractor or equipment warranties. This does not include travel expenses which shall be billed at WTI cost.



Trophy Club Community Pool Conceptual Plan Option 'C'

KEY NOTES

- 01 - EX. POOL HOUSE
- 02 - EX. PUMP HOUSE
- 03 - EX. PUMP HOUSE W/ NEW ROOF
- 04 - EX. COMPETITION POOL
- 05 - 25' X 25' GROUP SHADE AREAS
- 06 - 20' X 20' GROUP SHADE AREAS
- 07 - 12' X 12' CABANA
- 08 - LOUNGE AREA / SUNDECK
- 09 - BODY SLIDE - SINGLE
- 10 - PLAY STRUCTURE
- 11 - BENCH SEATING
- 12 - TABLE & CHAIRS W/ UMBRELLA
- 13 - FABRIC SHADE STRUCTURE
- 14 - ZERO DEPTH POOL ENTRY
- 15 - OPEN LAWN
- 16 - XERIC PLANTER BEDS





TOWN COUNCIL COMMUNICATION

MEETING DATE: March 10, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider authorizing Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to pursue a bond refunding regarding Public Improvement District (PID) No. 1 for interest savings and other matters related thereto.
(April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

Town staff, in partnership with the Town's Municipal Advisor SAMCO Capital Markets, has been evaluating an opportunity to refinance the Trophy Club Public Improvement District (PID) No. 1 bonds. These bonds were originally issued to fund infrastructure and development projects within the PID and were previously refunded in 2016, generating over \$16 million in savings.

With the bonds becoming callable in June 2025, the Town has a new opportunity to secure additional savings through refunding. Preliminary analysis suggests that a refunding could generate an estimated net present value (NPV) savings of more than \$4 million over the life of the debt. These savings could be utilized to reduce assessments for PID residents.

The attached presentation provides a detailed analysis of the financial benefits and implications of refunding the existing bonds with a value of \$22,892,035. It evaluates market conditions, projected cost savings, and two potential refunding scenarios:

- **Scenario 1 – Level Debt Service and Level Savings:**

This option prioritizes maximizing direct annual savings for PID residents by applying the refunding benefits to debt service. Under this scenario, annual assessments for PID residents would be reduced by an average of 20%, while maintaining the existing maturity date of 2033. Under this scenario, annual PID assessment payments would continue until the year 2033 and save an estimated average of \$516,276 annually for PID residents. PID residents would average approximately \$378 in annual savings ranging from \$548 annual savings for Lot Type 1 to \$290 annual savings for Lot Type 4.

- **Scenario 2 – Accelerated Debt Service with Level Savings:**

This approach balances assessment reductions with an accelerated debt payoff. PID residents would still benefit from an average 10% reduction in annual assessments, while the outstanding obligations would be paid off one year earlier, in 2032. The estimated average annual savings for PID residents for the remaining payment years would be \$276,283. PID residents would average approximately \$202 in annual savings

ranging from \$293 for Lot Type 1 to \$155 annual savings for Lot Type 4. Scenario 2 would require one less annual payment with the last payment year being 2032.

Both scenarios project total savings of more than \$4 million over the life of the debt with Scenario 2 providing a slightly higher level of savings at almost \$4.5 million. This analysis is presented to assist the Town Council in determining whether to proceed with the refunding process and to evaluate the most effective use of the potential savings.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The refunding of the Trophy Club Public Improvement District (PID) No. 1 bonds could result in net present value savings estimated at more than \$4 million. These savings would provide a reduction in assessments for PID residents. The final financial impact will be determined based on market conditions at the time of refunding and the chosen allocation of savings.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Presentation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to pursue a bond refunding regarding Public Improvement District (PID) No. 1 for interest savings and other matters related thereto. Staff is also seeking Town Council direction in pursuing either Scenario 1 or Scenario 2 with the bond refunding. Both options provide substantial savings for PID residents.

Presentation To:

Town of Trophy Club, Texas

Special Assessment Revenue Refunding Bonds, Series 2025
(Town of Trophy Club Public Improvement District No. 1)

February 28, 2025

FMS ROLE AS UNDERWRITER AND NOT FINANCIAL ADVISOR

FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the “Issuer”. The primary role of FMSbonds, Inc., (“FMS”) as an underwriter, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between the Issuer and FMS. FMS may have financial and other interests that differ from those of the Issuer. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity. The information provided is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Issuer should consider whether to engage an advisor to act in a fiduciary capacity on its behalf in connection with this transaction.

Securities offered by FMSbonds, Inc., including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC.

FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.

Trophy Club, Texas

Overview of Refunding Presentation ¹

FMSbonds, Inc. (“FMS”), has updated the refunding analysis of the Town of Trophy Club’s (the “Town”) outstanding Special Assessment Revenue Refunding Bonds, Series 2015 (Town of Trophy Club Public Improvement District No. 1), (the “2015 Bonds”).

The 2015 Bonds are callable on any date beginning June 1, 2025, at 100%.

Given the existing investment grade rating, the proposed refunding bonds would likely re-qualify for a rating and/or bond insurance. To secure a rating, the refunding bonds may require a reserve sized to at least 50% of maximum annual debt service.

FMS is prepared to market a non-rated structure **with a reserve fund sized to 10% of maximum annual debt service**. The reduced reserve and elimination of rating and bond insurance costs is estimated to provide greater savings to the Town’s homeowners. The summary below, provides the estimated average annual savings to homeowners for each refunding structure.

Scenario 2 provides reduces the final maturity of the outstanding bond by one year. Average savings shown below are based on the period beginning 2026 through the final proposed bond maturity. Additionally, the proposed structures adjust the payment dates to from June 1 and December 1 to March 1 and September 1 of each year.

Estimated Annual Installment Saving by Lot Type ¹

			Scenario 1 - NR / Level Debt Service ²				Scenario 2 - NR / Accelerated Debt Service ³			
Lot Type	Number of Lots	Total Avg Annual Installment / Lot Type ⁴	Estimated Avg Annual Installment / Lot Type ⁴	Estimated Avg Annual Installment / Lot	Estimated Avg Annual Savings / Lot (\$)	Estimated Avg Annual Savings / Lot (%)	Estimated Avg Annual Installment / Lot Type ⁴	Estimated Avg Annual Installment / Lot	Estimated Avg Annual Savings / Lot (\$)	Estimated Avg Annual Savings / Lot (%)
Type 1 - 12,000 SqFt	154	\$ 418,552	\$ 334,184	\$ 2,170	\$ 548	20.2%	\$ 373,403	\$ 2,425	\$ 293	10.8%
Type 2 - 10,000 SqFt	492	\$ 1,016,267	\$ 811,416	\$ 1,649	\$ 416	20.2%	\$ 906,642	\$ 1,843	\$ 223	10.8%
Type 3 - 8,400 SqFt	365	\$ 615,055	\$ 491,077	\$ 1,345	\$ 340	20.2%	\$ 548,708	\$ 1,503	\$ 182	10.8%
Type 4 - 7,200 SqFt	355	\$ 511,368	\$ 408,290	\$ 1,150	\$ 290	20.2%	\$ 456,206	\$ 1,285	\$ 155	10.8%
Total/Avg.	1,366	\$ 2,561,242	\$ 2,044,966	\$ 1,497	\$ 378	20.2%	\$ 2,284,959	\$ 1,673	\$ 202	10.8%

Notes:

1. Preliminary and subject to change. For discussion and illustrative purposes. Number of lot and installment allocations derived from the Annual Continuing Disclosure Report, dated March 31, 2024.
2. Assumes a non-rated structure. Sized to achieve level annual installments beginning in 2026.
3. Assumes a non-rated structure. Sized to accelerate debt service to reduce the final maturity by one year and provide level annual installments beginning in 2026.
4. Includes annual administrative expenses. All average installments are based on the period from 2026 to maturity of the proposed bonds.

Trophy Club, Texas

Estimated Average Annual Savings Per Lot Type ¹

		Outstanding Annual Installments ²			Scenario 1 - Level Installments ³			
Lot Type	Number of Lots	Total Equivalent Units	Total Avg Annual Installment Per Lot Type ⁵	Total Avg Annual Installment Per Lot ⁵	Estimated Avg Annual Installment Per Lot Type ⁵	Estimated Avg Annual Installment Per Lot ⁵	Estimated Avg Annual Savings Per Lot (\$)	Estimated Avg Annual Savings Per Lot (%)
Type 1 - 12,000 SqFt	154	154.00	\$ 418,552	\$ 2,718	\$ 334,184	\$ 2,170	\$ 548	20.2%
Type 2 - 10,000 SqFt	492	373.92	\$ 1,016,267	\$ 2,066	\$ 811,416	\$ 1,649	\$ 416	20.2%
Type 3 - 8,400 SqFt	365	226.30	\$ 615,055	\$ 1,685	\$ 491,077	\$ 1,345	\$ 340	20.2%
Type 4 - 7,200 SqFt	355	188.15	\$ 511,368	\$ 1,440	\$ 408,290	\$ 1,150	\$ 290	20.2%
Total/Avg.	1,366	942.37	\$ 2,561,242	\$ 1,875	\$ 2,044,966	\$ 1,497	\$ 378	20.2%

		Outstanding Annual Installments ²			Scenario 2 - Accelerated Debt Service W/ Level Savings ⁴			
Lot Type	Number of Lots	Total Equivalent Units	Total Avg Annual Installment Per Lot Type ⁵	Total Avg Annual Installment Per Lot ⁵	Estimated Avg Annual Installment Per Lot Type ⁵	Estimated Avg Annual Installment Per Lot ²	Estimated Avg Annual Savings Per Lot (\$)	Estimated Avg Annual Savings Per Lot (%)
Type 1 - 12,000 SqFt	154	154.00	\$ 418,552	\$ 2,718	\$ 373,403	\$ 2,425	\$ 293	10.8%
Type 2 - 10,000 SqFt	492	373.92	\$ 1,016,267	\$ 2,066	\$ 906,642	\$ 1,843	\$ 223	10.8%
Type 3 - 8,400 SqFt	365	226.30	\$ 615,055	\$ 1,685	\$ 548,708	\$ 1,503	\$ 182	10.8%
Type 4 - 7,200 SqFt	355	188.15	\$ 511,368	\$ 1,440	\$ 456,206	\$ 1,285	\$ 155	10.8%
Total/Avg.	1,366	942.37	\$ 2,561,242	\$ 1,875	\$ 2,284,959	\$ 1,673	\$ 202	10.8%

Notes:

1. Preliminary and subject to change. Based on rates as of January 26, 2025.
2. Values per the Annual Continuing Disclosure Report, dated March 31, 2024. Average annual installments based on the period beginning 2026 through maturity.
3. Assumes a non-rated structure. Sized to achieve level annual installments beginning in 2026.
4. Assumes a non-rated structure. Sized to accelerate debt service to reduce the final maturity by one year and provide level annual installments beginning in 2026.
5. Includes annual administrative expenses as provided in the Annual Continuing Disclosure Report, dated March 31, 2024.

Trophy Club, Texas

Estimated Sources and Uses of Funds ¹

Estimated Delivery Date:

5/28/2025

5/28/2025

	Scenario 1 Level Debt Service Level Savings	Scenario 2 Accelerated D/S with Level Savings
SOURCES OF FUNDS ²	Non-Rated	Non-Rated
Par Amount	\$ 15,592,000.00	\$ 15,579,000.00
Net Premium / Discount	17,151.57	29,228.62
Installments Collected 1/31/2025	2,350,000.00	2,350,000.00
Pledged Revenue Fund	1,190,848.85	1,190,848.85
Bond Fund	3,386.95	3,386.95
Reserve Fund	2,367,814.58	2,367,814.58
Prepayment / Delinquency Fund	323,566.54	323,566.54
Administrative Fund	179,733.14	179,733.14
Redemption Fund	63,952.93	63,952.93
Total Sources of Funds	\$ 22,088,454.56	\$ 22,087,531.61
USES OF FUNDS		
Refunding Escrow	\$ 18,589,191.25	\$ 18,589,191.25
Bond Fund Deposit ³	2,350,000.00	2,350,000.00
Administrative Fund Deposit	179,733.14	179,733.14
Debt Service Reserve Fund ⁴	234,911.73	234,798.30
Cost of Issuance ⁵	500,000.00	500,000.00
Underwriter's Discount	155,920.00	155,790.00
Underwriter's Counsel Fee	77,960.00	77,895.00
Additional Proceeds	738.44	123.92
Total Uses of Funds	\$ 22,088,454.56	\$ 22,087,531.61

Notes:

1. Preliminary and subject to change. Based on rates as of January 26, 2025.

2. Fund balances per the Annual Continuing Disclosure Report, dated March 31, 2024. Assumes no interest earnings since September 30, 2023. Actual fund balances may vary. Installments collected 1/31/2025 are approximate, actual collections may vary.

3. Assumes installments collected 1/31/2025 are transferred to the Bond Fund at closing and are net of Administrative costs.

4. Assumes 10% of maximum annual debt service.

5. Costs are estimated. Actual costs may vary.

Trophy Club, Texas

Scenario 1 - Estimated Annual Installments and Savings – Non-Rated (Level Annual Installments) ¹

Period	Outstanding Series 2015 Installments ²	Principal	Interest Rate ³	Interest	Debt Service	Annual Collection Costs ⁴	Net Annual Installments	Estimated Annual Installment Savings (\$)	Estimated Annual Installment Savings (%)
9/1/2025	\$ 2,402,103	\$ 2,188,000	4.000%	\$ 161,117	\$ 2,349,117	\$ 50,720	\$ 2,399,837	\$ 2,265	0.1%
9/1/2026	2,438,783	1,457,000	4.000%	536,160	1,993,160	51,480	2,044,640	394,143	16.2%
9/1/2027	2,472,716	1,515,000	4.000%	477,880	1,992,880	52,253	2,045,133	427,583	17.3%
9/1/2028	2,508,109	1,575,000	4.000%	417,280	1,992,280	53,037	2,045,317	462,793	18.5%
9/1/2029	2,542,090	1,637,000	4.000%	354,280	1,991,280	53,832	2,045,112	496,978	19.5%
9/1/2030	2,579,499	1,701,000	4.000%	288,800	1,989,800	54,640	2,044,440	535,059	20.7%
9/1/2031	2,613,409	1,769,000	4.000%	220,760	1,989,760	55,459	2,045,219	568,190	21.7%
9/1/2032	2,648,991	1,839,000	4.000%	150,000	1,989,000	56,291	2,045,291	603,700	22.8%
9/1/2033	2,686,336	1,911,000	4.000%	76,440	1,987,440	57,136	2,044,576	641,760	23.9%
	\$ 22,892,035	\$ 15,592,000		\$ 2,682,717	\$ 18,274,717	\$ 484,848	\$ 18,759,566	\$ 4,132,469	

Notes:

1. Preliminary and subject to change. 2025 maturity sized to use all available funds.
2. Values per the Texas MAC and Annual Continuing Disclosure Report, dated March 31, 2024.
3. Rates are as of February 26, 2025, and are preliminary and subject to change.
4. Based on values as reflected in the Annual Continuing Disclosure Report, dated March 31, 2024.

Trophy Club, Texas

Scenario 2 - Estimated Annual Installments and Savings – Non-Rated (Accelerated Debt Service) ¹

Period	Outstanding Series 2015 Installments ²	Principal	Interest Rate ³	Interest	Debt Service	Annual Collection Costs ⁴	Net Annual Installments	Estimated Annual Installment Savings (\$)	Estimated Annual Installment Savings (%)
9/1/2025	\$ 2,402,103	\$ 2,187,000	4.000%	\$ 160,983	\$ 2,347,983	\$ 50,720	\$ 2,398,703	\$ 3,400	0.1%
9/1/2026	2,438,783	1,698,000	4.000%	535,680	2,233,680	51,480	2,285,160	153,623	6.3%
9/1/2027	2,472,716	1,765,000	4.000%	467,760	2,232,760	52,253	2,285,013	187,703	7.6%
9/1/2028	2,508,109	1,835,000	4.000%	397,160	2,232,160	53,037	2,285,197	222,913	8.9%
9/1/2029	2,542,090	1,907,000	4.000%	323,760	2,230,760	53,832	2,284,592	257,498	10.1%
9/1/2030	2,579,499	1,983,000	4.000%	247,480	2,230,480	54,640	2,285,120	294,379	11.4%
9/1/2031	2,613,409	2,061,000	4.000%	168,160	2,229,160	55,459	2,284,619	328,790	12.6%
9/1/2032	2,648,991	2,143,000	4.000%	85,720	2,228,720	56,291	2,285,011	363,980	13.7%
9/1/2033	2,686,336	-	-	-	-	-	-	2,686,336	100.0%
	\$ 22,892,035	\$ 15,579,000		\$ 2,386,703	\$ 17,965,703	\$ 427,713	\$ 18,393,416	\$ 4,498,619	

Notes:

1. Preliminary and subject to change. 2025 maturity sized to use all available funds.
2. Values per the Texas MAC and Annual Continuing Disclosure Report, dated March 31, 2024.
3. Rates are as of February 26, 2025, and are preliminary and subject to change.
4. Based on values as reflected in the Annual Continuing Disclosure Report, dated March 31, 2024.