



**BOARD OF DIRECTORS
Special Meeting Agenda**

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

March 31, 2016

9:00 A.M.

Svore Municipal Boardroom

CALL TO ORDER AND ANNOUNCE A QUORUM

REGULAR SESSION

1. Consider and take appropriate action to approve Amendment No. 1 to the Agreement for Water Service between the City of Fort Worth and the Trophy Club Municipal Utility District No. 1 for the Construction of a Northside II 30-Inch Water Main and Allocated Capacity.

attachment: [Amendment for Water Service](#)

ADJOURN

***THE BOARD RESERVES THE RIGHT TO ADJOURN INTO A CLOSED SESSION AT ANY TIME DURING THE MEETING FOR THE PURPOSE OF SEEKING THE ADVICE OF ITS ATTORNEY ABOUT ANY ITEM ON THE AGENDA, PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE.**

CERTIFICATION

THE STATE OF TEXAS §
COUNTIES OF DENTON AND TARRANT §

THIS CERTIFIES THAT ON MARCH 28, 2016 BY 9 A.M. A COPY OF THE ABOVE NOTICE OF THE TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1, BOARD OF DIRECTORS MEETING TO BE HELD ON THURSDAY, MARCH 31, 2016 AT 9 A.M., WAS POSTED ON THE FRONT WINDOW OF TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 ADMINISTRATION BUILDING LOCATED AT 100 MUNICIPAL DRIVE, TROPHY CLUB, TEXAS, WHICH IS A PLACE CONVENIENT TO THE PUBLIC WITHIN THE BOUNDARIES OF THE DISTRICT, AND NOTIFICATION WAS POSTED TO THE DISTRICT WEBSITE, IN ACCORDANCE WITH SECTION 49.063 OF THE WATER CODE AND SECTION 551.054 OF THE OPEN MEETINGS ACT, CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

LAURIE SLAGHT, DISTRICT SECRETARY

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL BY THESE PRESENTS

**AMENDMENT NO.1 TO THE AGREEMENT FOR WATER SERVICE
BETWEEN THE CITY OF FORT WORTH AND ~~THE~~ TROPHY CLUB
MUNICIPAL DISTRICT NO. 1 FOR THE CONSTRUCTION OF A NORTHSIDE
II 30-INCH WATER MAIN AND ALLOCATED CAPACITY**

This Amendment No. 1 (Amendment) is made and entered into by and between ~~the~~ Trophy Club Municipal District No. 1, acting herein by and through its ~~District~~General Manager, Jennifer McKnight, hereinafter referred to as CUSTOMER and the City of Fort Worth, acting herein by and through its Assistant City Manager, Jesus J. Chapa, hereinafter referred to as FORT WORTH, all of Tarrant County, State of Texas, (collectively the "PARTIES").

WHEREAS, FORT WORTH and CUSTOMER have entered in an Agreement for Water Service known as Fort Worth City Secretary Contract No. 41112 ("CONTRACT"); and

WHEREAS, the PARTIES recognize that there is a need for additional water capacity in the northeast sector of Fort Worth and in Trophy Club Municipal District No. 1 then originally provided for in the CONTRACT; and

WHEREAS, to address this need for additional capacity, FORT WORTH is constructing a 30-inch water main along SH 170 from N. Beach Street to 13590 Denton Hwy (Westlake's Wholesale Metering Station), approximately 14,590 linear feet as shown in **EXHIBIT A**; and

WHEREAS, CUSTOMER has requested capacity in the 30-inch water main which will increase its total projected water demand; and

WHEREAS, Section 3.3 of the CONTRACT states that the CUSTOMER shall pay for each new or enlarged or additional connection to the FORT WORTH system, including the cost of the wholesale meter and the CUSTOMER's proportionate share of the improvements required for that service; and

WHEREAS, CUSTOMER recognizes that the Town of Westlake has also requested capacity in the Northside II_30-inch water main;

WHEREAS, the PARTIES agree that the CUSTOMER's cost and participation for the Northside II 30-inch water main shall be as stated in this AMENDMENT.

NOW THEREFORE, the PARTIES agree to amend the CONTRACT as follows:

- 1.) FORT WORTH shall be responsible for the preparation of plans and specifications, together with any modifications required during construction, and contract documents for the construction of the Northside II 30-inch water main, shown on **Exhibit A**.
- 2.) The future demand for the CUSTOMER is estimated to be 10.3 MGD. CUSTOMER currently has 3.7 MGD capacity from the existing 21-inch water main. CUSTOMER requests an additional 6.6 MGD at this time, increasing its existing capacity of 3.7 MGD shown on Exhibit A to the CONTRACT. The additional 6.6 MGD equals to 42.72 percent of the total 15.45 MGD future capacity needed by CUSTOMER, Town of Westlake (5.8 MGD) and FORT WORTH (3.05 MGD).
- 3.) The estimated total engineering and construction cost of the Northside II 30-inch water main is estimated to be \$10,417,800.00. CUSTOMER agrees that its proportionate share of this cost is 42.72 percent, estimated to be \$4,450,485.00.
- 4.) The Actual Project costs shall ~~include~~include the costs for engineering, construction, project management, easements and right-of-way ~~acquisition~~acquisition, appraisal fees, and inspection necessary for ~~the Northside~~the Northside II 30-inch water main.
- 5.) -CUSTOMER agrees that the Actual Project costs shall be shared by CUSTOMER, Town of Westlake, and FORT WORTH proportionately. CUSTOMER agrees that the Actual Project cost may differ from the projection stated in subsection 3 and CUSTOMER shall pay FORT WORTH its proportionate share of 42.72 percent of the Actual Project cost.
- ~~6.) CUSTOMER shall bear the full replacement and upsizing cost of the water main from the Westlake wholesale meter located at Highway 377 to Trophy Club's existing wholesale meter.~~
- ~~7.)~~6.) Payments for CUSTOMER's share of the Actual Project Costs shall be due and payable in two phases: 1. prior to the award of the Northside II 30-inch water main design contract and 2. prior to the award of the Northside II 30-inch water main construction contract. FORT WORTH will send an invoice once the design contract is negotiated and again when the construction bid is received. A payment is late if not paid

within 30 days from the invoice date. Late payments shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid.

8.7.) If the CUSTOMER exceeds the requested capacity, then the CUSTOMER will be required to provide additional cost participation toward the 30-inch water main. The additional cost participation will be required at the time when the CUSTOMER's wholesale meter's reading exceed the 10.3 MGD projected demand.

This AMENDMENT shall become effective upon full and complete execution:

EXECUTED this ___ day of _____, 2016.

CITY OF FORT WORTH

TROPHY CLUB MUNICIPAL DISTRICT NO. 1

JESUS J. CHAPA
ASSISTANT CITY MANAGER

JENNIFER MCKNIGHT
~~DISTRICT-GENERAL~~ MANAGER

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY

APPROVED AS TO FORM AND LEGALITY

CHRISTA LOPEZ-REYNOLDS
SR. ASSISTANT CITY ATTORNEY

BY: _____
ATTORNEY

ATTEST

ATTEST

MARY KAYSER
CITY SECRETARY

~~CITY-DISTRICT~~ SECRETARY

EXHIBIT "A" –
30-inch water main along SH170 from N. Beach Street to 13590 Denton Hwy
(Westlake's Wholesale Metering Station)