

Town of Trophy Club
Meeting Agenda Packet –
AMENDED
Town Council

1 Trophy Wood Drive
Trophy Club, Texas
76262

October 23, 2023

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION

Rev. William Eason, Senior Pastor, Fellowship United Methodist 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 Sec. 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 four (4) 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 email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

1. Halloween Festivities
2. Working for You...Trophy Club

- a) Update from Town Council Members
- b) Update from Town Manager
- c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

- 3. Consider approval of the October 9, 2023, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
- 4. Consider approval of 4 annual purchase orders for services exceeding an amount of \$25,000.00 per year. (Matt Cox, Director of Community Development)
- 5. Consider approval of amending the Compensation Pay Plan with an effective date of October 28, 2023. (Denise Deprato, Director of Human Resources)

INDIVIDUAL ITEMS

- 6. Discuss, consider and act on appointment of Brandon Wright as the Town Manager, effective on the first day of employment with the Town, which shall occur on or before December 11, 2023. (Mayor Tiffany)
- 7. **Case PP-23-002 Triple Crown Estates, Preliminary Plat**
Discuss, consider and take action on a request for a Preliminary Plat for Lots 1-6 and 7X, Block A, Triple Crown Estates, consisting of 2.992 acres of land out of the Mary Medlin Survey, Abstract No. 832, located south of Trophy Park Drive, east of Nottingham Court, west of Churchill Downs Lane, within Denton County, Trophy Club, Texas. (Matt Cox, Director of Community Development)
- 8. **Case FP-23-005 Bobcat Village Phase 1 Final Plat, formerly Well Site 1H**
Discuss, consider and take action on a Final Plat for Bobcat Village Phase 1 (formerly Well Site 1H) containing ± 2.7886 acres of land located east of Bobcat Boulevard, south and east of Halifax Street, and north of Byron Nelson High School. (Matt Cox, Director of Community Development)
- 9. **Case FP-23-006 Bobcat Village Phase 2 Final Plat, formerly Well Site 1HB**
Discuss, consider and take action on a Final Plat for Bobcat Village Phase 2 (formerly Well Site 1HB) containing ± 2.106 acres of land located east of Bobcat Boulevard, east of Halifax Street, and north of Byron Nelson High School. (Matt Cox, Director of Community Development)

ADJOURN

The Town Council may convene into executive session to discuss posted items as allowed by the Texas Open Meeting Act, LGC.551.071

CERTIFICATION

I certify that the above notice was posted on the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas on October 20, 2023 at 1:00 p.m. in accordance with Chapter 551, Texas Government Code.

**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 682-237-2900, 48 hours in advance, and reasonable accommodations will be made to assist you.



TOWN COUNCIL COMMUNICATION

CONSENT

MEETING DATE: October 23, 2023

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the October 9, 2023, regular meeting minutes.

BACKGROUND/SUMMARY:

The Town Council held a regular meeting on October 9, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

Draft Meeting Minutes – October 9, 2023, Town Council Regular Meeting

ACTION/OPTIONS:

Move to approve the October 9, 2023, Town Council regular meeting minutes.

**Town of Trophy Club - Regular Meeting Minutes
October 9, 2023**

The Trophy Club Town Council met in a Regular Meeting on October 9, 2023, at 7:00 p.m. The meeting was held at Town Hall, 1 Trophy Wood Dr, Trophy Club, TX 76262.

CALL TO ORDER AND ANNOUNCE A QUORUM

Mayor Tiffany called the Town Council meeting to order at 7:00 p.m. with the following members present:

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4
LuAnne Oldham, Councilmember Place 5

with the following member absent:

Steve Flynn, Councilmember Place 6

constituting a quorum with the following members of the Town Staff participating:

Patrick Arata, Interim Town Manager
Maggie McCormick-Krukowski, Records Analyst
Wayne Olson, Legal Counsel
Jason Wise, Fire Chief
Matt Cox, Community Development Director
Ronnie Angel, Interim Director of Parks and Recreation
April Duvall, Finance Director
Denise Deprato, Human Resources Director
Jill Lind, Communications and Marketing Director
Tamara Smith, Assistant to the Town Manager

INVOCATION

Pastor Joel Quile, Bara Church, led the invocation.

PLEDGES

Councilmember Bauer led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

Jim Carter 1005 Roadrunner Rd. Bartonville, TX 76226 thanked the Town Council for their service. He also stated he represented Halff and Associates regarding the Pool Project to be discussed later in the meeting.

COMMUNITY SPOTLIGHT

1. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Bauer spoke of her attendance at the Texas Municipal League (TML) Annual Conference, which took place in Dallas last week and stated it was a great learning opportunity and networking event.

Mayor Tiffany thanked the community for their participation in National Night Out and stated it highlighted Trophy Clubs neighbors and comradery well.

Council Member Monger recognized Park Board Member Patrick Schrein, who will be commissioned into the U.S. Navy on November 10th, 2023, at 10:30 AM at Veteran's Park and invited all to attend.

Council Member Monger also reported the First Responders Day event had been moved to November 4, 2023, at Trophy Club Town Center to begin at 3:30 PM. He invited all to attend as the Trophy Club Rotary honors first responders and their families.

Council Member Oldham spoke about having recently attended an event with County Commissioner Dianne Edmondson, where she provided an update on transportation projects and initiatives in the DFW area.

b) Update from Town Manager (Patrick Arata, Interim Town Manager)

Interim Town Manager Arata thanked the community for their support of Pet Fest, which was held this past weekend and stated there was a great turn out of people and a tremendous showing of vendors!

Mr. Arata reported on the damage to town property recently, including the digital marquee at Trophy Club Drive as well as the fence at Bobcat and Parkview Drive. He stated both locations had been submitted to insurance and they would be repaired in the coming months.

Mr. Arata echoed the success of National Night Out and the great display from the community. He stated and his team made it around to approximately seven neighborhoods that were hosting events that evening.

CONSENT AGENDA

2. Consider approval of the September 25, 2023, regular meeting minutes. (Tammy Dixon, Town Secretary)
3. Consider approval of the September 27, 2023, special meeting minutes. (Tammy Dixon, Town Secretary)
4. Consider approval regarding an Interlocal Cooperation Agreement (ILA) between the Town of Trophy Club Police and Fire/EMS Department and Denton County for the use of a Radio Communication System for the Fiscal Year 2023-2024; and authorization for the Mayor to execute same on behalf of the Town. (Patrick Arata, Interim Town Manager)
5. Consider approval of 22 purchase orders for FY 2023-2024 (April Duvall, Director of Finance).

Councilmember Oldham moved to approve consent agenda items 2-5. Councilmember Beach seconded the motion.

VOTE ON THE MOTION

AYES: Bauer, Sheridan, Tiffany, Monger, Beach, Oldham

NAYES: None

ABSENT: Flynn

VOTE: 6-0-1

6. Discuss, consider and take action on the Trophy Club Community Pool Project, Phase II. (Ronnie Angel, Interim Director of Parks and Recreation)

Mr. Angel and Kirk Wilson, Halff Associates gave the following presentation on the Pool Project renovation and answered questions from the Town Council:

**WHAT WE WOULD LIKE TO SHARE WITH YOU TODAY****PHASE ONE**

Concession / Restroom / Office Renovation
Upgrade / Replace Old Pool Equipment
New Equipment Enclosures

\$1,195,590

PHASE TWO

New Slide Tower and Plunge Pool
New Party Room
Miscellaneous Site Improvements

\$2,776,719

GRAND TOTAL \$3,972,309

BUDGET

**PARTY ROOM****SLIDE TOWER**

A discussion ensued regarding the party room size, access to swimming pool, location of restrooms, entrance, and project timeline.

It was the consensus of the Town Council to have this item will be brought back to the November 13, 2023, meeting for consideration.

7. Discuss and consider approval of a resolution appointing members and chairpersons to the Animal Shelter Advisory Board; Building Standards Commission; Parks and Recreation Board; Planning and Zoning Commission; Tax Increment Reinvestment Zone No. 1; and Zoning Board of Adjustment; and appointing members to the Crime Control and Prevention District; Economic Development Corporation; and Ethics Commission. (Mayor Tiffany and Councilmembers Oldham and Bauer)

Councilmember Oldham moved to approve appointing the members and chairpersons as presented in the draft resolution. Mayor Pro Tem Sheridan seconded the motion.

Councilmember Beach moved to amend the resolution changing the proposed Chair of the Increment Reinvestment Zone No. 1 to Aaron Ross. Councilmember Bauer seconded the motion.

VOTE ON MOTION TO AMEND THE RESOLUTION

AYES: Bauer, Sheridan, Tiffany, Monger, Beach
NAYES: Oldham
ABSENT: Flynn
VOTE: 5-1-1

VOTE ON MOTION

AYES: Bauer, Sheridan, Tiffany, Monger, Beach, Oldham
NAYES: None
ABSENT: Flynn
VOTE: 6-0-1

8. Future Agenda Items List. (Patrick Arata, Interim Town Manager)

Interim Town Manager Arata reviewed the future agenda items list.

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:48 p.m. and reconvened into Regular Session at 8:01 p.m. in accordance with the Texas Government Code regarding:

- a. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Town Manager.

Mayor Tiffany moved to approve, as presented, the contract for employment of Brandon Wright as Trophy Club Town Manager. Mayor Pro Tem Sheridan seconded the motion.

VOTE ON THE MOTION

AYES: Bauer, Sheridan, Tiffany, Monger, Beach, Oldham

NAYES: None

ABSENT: Flynn

VOTE: 6-0-1

Mayor Tiffany announced the Town has completed its hiring of the three executive team members (Town Manager, Town Secretary, and Town Attorney) that report directly to the Town Council. She thanked Interim Town Manager Arata for his hard work and dedication during the process.

Mayor Tiffany announced a Meet and Greet for the Town Manager would be scheduled in January.

ADJOURN

Mayor Tiffany adjourned the Town Council meeting at 8:03 p.m.

Jeannette Tiffany, Mayor
Town Council

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE: October 23, 2023

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider approval of 4 annual purchase orders for services exceeding an amount of \$ 25,000 per year.

BACKGROUND/SUMMARY:

Annually, staff compiles initial purchase orders for the fiscal year that are expected to exceed \$25,000 for the fiscal year to be presented to council for approval. The objective is to present all purchase orders exceeding \$25,000 that the staff is aware of at the beginning of the year for Council approval. This approach serves two main purposes: firstly, it allows the Council to review these purchases collectively, and secondly, it streamlines operational efficiency. The specific purchase order requests for the Trophy Club Streets and Stormwater departments are included in the attachments.

Streets/Stormwater

Consolidated Traffic Controls, Inc – Purchase order for installation of new flashers and the upgrading of old flasher systems in phases.
PO for FY24- \$27,000.00.

Freese and Nichols, Inc - Purchase order for professional stormwater engineering services in FY24. This purchase order allows the new five (5) year permit cycle for reporting MS4 to TCEQ starts January 2024. This requires new documentation and an application to be submitted to TCEQ. Years 2-5 will be \$10,000.00 each year for standard and on call MS4 services and will be requested individually for FY25-28.
PO for FY24- \$ 30,000.00.

LaTour Tree Service – Purchase order for monthly inspections of creeks, creek beds, banks beneath bridges and culverts for any issues that could hinder the flow of water and alert staff of impending issues that will need maintenance, such as erosion and pre/post storm concerns. This annual service has been expanded to include on-call trash/debris removal from Trophy Club creeks and natural stormwater systems following heavy rainfall events throughout FY24.
PO for FY24- \$ 60,000.00.

Kanelee Landscapes (TLC Landscapes) – Purchase order for mowing of the creek by Byron Nelson High School and the creek between Lakeview Dr and Village Trail.
PO for FY24 - \$ 33,000.00

BOARD REVIEW/CITIZEN FEEDBACK:

None applicable

FISCAL IMPACT:

The funds required for these purchase orders are accessible within the FY24 Approved Budget, and all necessary purchasing procedures were adhered to appropriately.

LEGAL REVIEW:

None applicable

ATTACHMENTS:

- Streets and Stormwater Purchase Order requests

ACTION/OPTIONS:

Consider approval of four (4) FY24 annual Purchase Orders as presented.



PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department Streets

Vendor (Name & Address)

Consolidated Traffic Controls, Inc
1016 Enterprise Pl
Arlington, TX 76001

Delivery Address

1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

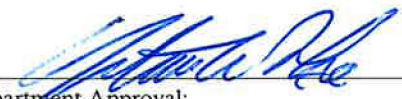
Account Number	Description	Quantity	Unit Amount	Total Amount
10-360-65510	Traffic Control (Crosswalk Flashers, Signs, Poles, etc.)	1	27,000.00	\$ 27,000.00
Co-op info:	BuyBoard			
			Total	\$ 27,000.00

Budgeted? (Must Circle One) Yes or No

Explanation (if not budgeted:) _____

Comments: Installation of new flashers and upgrading the old flasher systems in phases not to exceed \$27,000.

Kevin O'Dell
Department Requestor: _____ Streets


Department Approval: _____

Finance: _____

Town Manager: _____

HGACBuy		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases		Contract No.:	PE-05-21	Date Prepared:	9/29/2023
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	Trophy Club			Contractor:	Consolidated Traffic Controls, Inc.		
Contact Person:	Kevin O'Dell			Prepared By:	Alonzo Carrasco		
Phone:	0			Phone:	800-448-8841		
Fax:				Fax:	800-448-8850		
Email:	Kevin O'Dell <kodell@trophyclub.org>			Email:	acarrasco@ctc-traffic.com		
Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment						
General Description of Product:	Traffic Control Equipment						
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
-							
Line Number	Quan	Description				Unit Pr	Total
88	2	PNS10-Cab Black Powder Coat Cabinet & Mounting Bracket Black				\$ 90.00	\$ 180.00
402	2	PNS10-600008ID DC Pedestrian Crossing W/ Polara iDetect APS Bluetooth Pushbutton				\$ 2,737.00	\$ 5,474.00
418	1	PNS10-50643062 Gateway Radio for Ped Crossing				\$ 577.00	\$ 577.00
419	1	PNS10-506430N2 Node Radio for Ped Crossing				\$ 524.00	\$ 524.00
433	2	PNS10-SUB104A Substitute 104Ah for 53Ah Battery				\$ 159.00	\$ 318.00
474	2	PNS10-503661DC2B Back to Back Solar RRFBS W/ One Confirmation Light (Banding Mount)				\$ 1,521.00	\$ 3,042.00
3184	2	S1-1 30" School crossing sign 30" FYG				\$ 136.00	\$ 272.00
3185	2	W16-7P Diagonal Arrow 30X18				\$ 88.00	\$ 176.00
3186	1	Blk on back Black on back of signs				\$ 55.00	\$ 55.00
Total From Other Sheets, If Any:							
Subtotal A:							\$ 10,618.00
B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description					Unit Pr	Total
2	Panel modifications to work with existing Ped crosswalk flashers					\$ 350.00	\$ 700.00
							\$ -
							\$ -
							\$ -
Total From Other Sheets, If Any:							
Subtotal B:							\$ 700.00
Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% of: For this transaction the percentage is:							7%
C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges							
Quan	Description					Unit Pr	Total
							\$ -
							\$ -
Subtotal C:							\$ -
Delivery Date:				30 to 45 Days ARO		D. Total Purchase Price (A+B+C):	
							\$ 11,318.00

Item Name
Blk on back Black on back of signs

Contract
695-23 | Traffic Signal Systems & Safety Barrier Products

Line-item
3 | Traffic Intersection Safety (Parking Lot, Pedestrian, Railroad, School Zone) Equipment and Products

Requests Responses
6 1

Comparisons								
Source	Item Name	Manufacturer	Product Number	Unit of Measure	Quantity	Price	Subtotal	Valid-through Date
Request	Flashers							
Currux Vision LLC								No Response
OB Traffic								No Response
Texas Highway Products, LTD								No Response
Tiger Traffic	65W/12V SOLAR PANEL TAPCO				2	\$ -	\$ 11,613.00	11/9/2023 18:00
Traffic Parts, Inc.								No Response
TraStar, Inc.								No Response



PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department Streets

Vendor (Name & Address)

Freese & Nichols, Inc
801 Cherry St. Ste 2800
Fort Worth, TX, 76102

Delivery Address

1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
11-365-60100	MS4 Services for New 5 Year Permit Cycle	1	30,000.00	\$ 30,000.00
Co-op info:				
			Total	\$ 30,000.00

Budgeted? (Must Circle One) Yes or No

Explanation (if not budgeted:) _____

Comments: The new 5 year permit cycle for reporting MS4 to TCEQ starts January 2024. This requires new documentation and application to be submitted to TCEQ. Years 2-5 will be \$10,000 each year for standard MS4 services and on call, and will be requested individually.

Kevin O'Dell
Department Requestor: Streets


Department Approval:

Finance:

Town Manager:

October _1_, 2023

Mr. Kevin O'Dell
Street Superintendent
Town of Trophy Club
1 Trophy Wood Drive,
Trophy Club, TX 76262

Dear Mr. O'Dell,

In response to our telephone conversation with you on Friday, September 29, 2023, we are pleased to submit this proposal of qualifications for providing professional services to the Town of Trophy Club ("TOWN") for assistance with compliance with the 2024 Small Municipal Separate Storm Sewer System ("MS4") General Permit.

It is our understanding that the assistance is needed with the MS4 Stormwater Management Program ("SWMP") update, renewal, and implementation to comply with the 2024 Small MS4 General Permit (TXR040000) (the "Project"), and Freese and Nichols ("FNI") will utilize previous MS4 support provided to the TOWN in performing services. In this Agreement, TOWN and FNI may be referred to individually as "Party," and collectively as "Parties."

SCOPE OF SERVICES

FNI will render the following professional services in connection with the 2024 SWMP update, renewal, and implementation.

Task A: Phase II MS4 SWMP Update (anticipated in January 2024)

1. Best Management Practice ("BMP") Review and Selection Meeting

FNI will hold one in-person meeting with the TOWN to review and select the required number of BMPs from Minimum Control Measure ("MCM") 1 – Public Education and Outreach; MCM 2 – Public Involvement/Participation; MCM 3 – Illicit Discharge Detection and Elimination ("IDDE"); MCM 4 – Construction Site Stormwater Runoff Control; MCM 5 – Post Construction Stormwater Management in New Development and Redevelopment; MCM 6 – Pollution Prevention and Good Housekeeping for Municipal Operations; MCM 7 – Industrial Stormwater Sources; and MCM 8 – Authorization for Construction Activities where the Small MS4 is the Operator of the 2024 Small MS4 General Permit. FNI will use the selected BMPs to begin drafting the draft SWMP. FNI will provide one set of meeting minutes summarizing the decisions made during the BMP Review and Selection Meeting to the TOWN.

2. Development of Draft SWMP

FNI will update the TOWN's SWMP, utilizing the FNI template, to comply with the new requirements of MCM 1 through MCM 8 of the 2024 Small MS4 General Permit (TXR040000), expected to become effective on January 24, 2024. FNI will update and add all information required by the 2024 Small MS4 General Permit and draft measurable goals for each BMP selected during the BMP Review and Selection Meeting. BMP measurable goals will be developed to meet the requirements of each applicable MCM from the 2024 Small MS4 General Permit while also

maintaining the TOWN's ability to meet the BMP measurable goals. FNI will provide one electronic copy of the draft SWMP to the TOWN for review and comment. FNI will hold one SWMP Review Meeting (virtual or in-person, TOWN's preference) to discuss TOWN concerns and comments for incorporation into the final SWMP. This scope does not include the development or update of TOWN standard operating procedures that may be required because of the 2024 Small MS4 General Permit and the subsequent SWMP update.

3. Draft SWMP Review Meeting

FNI will hold one SWMP Review Meeting (virtual or in-person) to discuss TOWN concerns or comments. FNI will notate TOWN revisions and incorporate them into the final SWMP. FNI will also review the Notice of Intent ("NOI") process with the TOWN. FNI will provide one set of meeting minutes summarizing the decisions made during the Draft SWMP Review Meeting to the TOWN.

4. Final SWMP Development and Delivery

FNI will incorporate TOWN revisions to the Draft SWMP into the Final SWMP, given the revisions do not contradict the requirement of the 2024 Small MS4 General Permit. FNI will provide one hard copy and one electronic copy to the TOWN for use and implementation. Additionally, FNI will provide resources from the Texas Commission on Environmental Quality (TCEQ), as they are made available, to assist with the completion of the NOI. The NOI submittal is anticipated to be completed electronically for the 2024 Small MS4 General Permit renewal.

Task B: On-Call SWMP Implementation Support (Fiscal Year 2023-2024 through Fiscal Year 2027-2028)

Beginning in TOWN's fiscal year 2023-2024 and ending in fiscal year 2027-2028, FNI will provide on-call MS4 administration and implementation support for the 2024 SWMP as directed by the TOWN for activities not specified above, including, but not limited to, the following:

- Stormwater standard operating procedures review and update.
- Annual report preparation.
- Public education and outreach material development.
- Geographical Information Systems (GIS) data management.
- Storm sewer system mapping assistance and storm sewer asset management, including structural controls.
- Staff training for illicit discharge detection and elimination, construction site inspections, and other related activities.
- Review construction site Stormwater Pollution Prevention Plans ("SWP3"s) for compliance with TXR040000.
- Detailed facility audits.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon the execution of this Agreement and effective date of the 2024 Small MS4 General Permit. FNI will complete tasks in accordance with the following schedule:

- BMP Review and Selection Meeting – Within 45 days of the permit effective date.
- Develop Draft SWMP – Within 60 days following the BMP Review and Selection Meeting.
- Draft SWMP Review Meeting – Within 30 days of FNI's receipt of comments from TOWN.
- Delivery of Final SWMP – Within 30 days following the Draft SWMP Review Meeting.
- 2024 NOI Submittal (TOWN action) – Within 180 days of the effective date of the permit.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF TOWN

TOWN shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as TOWN's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, and interpret and define TOWN's policies and decisions with respect to FNI's services for the Project.
- B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.
- C. Arrange for access to and make all provisions for FNI to enter upon public property as required for FNI to perform services under this Agreement.
- D. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by FNI, obtain advice of an attorney, insurance counselor, and other consultants as TOWN deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

DESIGNATED REPRESENTATIVES

FNI and TOWN designate the following representatives:

TOWN's Primary Contact

Name: Kevin O'Dell
Address: 1 Trophy Wood Drive,
Trophy Club, TX 76262
Phone: (682) 237-2936
Email: kodell@trophyclub.org

FNI's Primary Contact

Name: Ryan Deal
Address: 801 Cherry Street, STE 2800
Fort Worth, TX 76102
Phone: (817) 735-7594
Email: Ryan.Deal@freese.com

FNI's Accounting Contact

Name: Lisa Broussard
Address: 2711 Haskell Ave., STE 3300,
Dallas, TX 75204
Phone: (972) 331-6021
Email: lisa.broussard@freese.com

COMPENSATION

FNI proposes to furnish services as described herein in accordance with **Attachment CO** for a not to exceed fee of Seventy Thousand Dollars (\$70,000.00) for Basic Services. If FNI sees the Scope of Services changing so that additional services are needed, FNI will notify the TOWN before proceeding. Additional services shall be based on the rates in **Attachment CO**. The following table summarizes the compensation breakdown by TOWN fiscal years:

Basic Services		Fee
FY 23-24		
Task A:	2024 SWMP Update	\$20,000.00
Task B:	On-Call MS4 Services	\$10,000.00
FY 24-25		
Task B:	On-Call MS4 Services	\$10,000.00
FY 25-26		
Task B:	On-Call MS4 Services	\$10,000.00
FY 26-27		
Task B:	On-Call MS4 Services	\$10,000.00
FY 27-28		
Task B:	On-Call MS4 Services	\$10,000.00
Basic Services Subtotal		\$70,000.00

Payment of the services shall be due and payable upon submission of a statement for services. Statements for services shall not be submitted more frequently than monthly.

TERMS AND CONDITIONS OF AGREEMENT

We propose to furnish our Basic Services as described herein in accordance with **Attachment TC**, "Terms and Conditions of Agreement." We appreciate this opportunity to submit this statement of qualifications, which is good for 60 days. If additional information or clarification is desired, please do not hesitate to contact us. If you are in agreement with the Basic Services described herein and wish for FNI to proceed with this assignment, please sign below and return one copy of the Agreement for our files. If you wish to authorize our services by a Purchase Order, please refer to this letter as an attachment on the face of the Purchase Order.

Yours very truly,

Approved:

FREESE AND NICHOLS, INC.

TOWN OF TROPHY CLUB

Ryan Deal

Ryan Deal, CPESC, GIT
Project Manager

By: _____

Kimberly Buckley

Kimberly Buckley, P.G.
Principal/Vice President

Print Name

Title: _____

Date: _____

ATTACHMENT CO

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seventy Thousand Dollars (\$70,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify TOWN for TOWN's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly: Rate	
	<u>Min</u>	<u>Max</u>
Professional 1	104	182
Professional 2	134	208
Professional 3	148	326
Professional 4	171	374
Professional 5	241	419
Professional 6	263	493
Construction Manager 1	123	167
Construction Manager 2	130	208
Construction Manager 3	156	211
Construction Manager 4	185	263
Construction Manager 5	222	311
Construction Manager 6	296	367
Construction Representative 1	86	93
Construction Representative 2	108	123
Construction Representative 3	137	197
Construction Representative 4	137	197
CAD Technician/Designer 1	93	126
CAD Technician/Designer 2	111	204
CAD Technician/Designer 3	160	259
Corporate Project Support 1	78	163
Corporate Project Support 2	89	230
Corporate Project Support 3	111	337
Intern/ Coop	60	100

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>			<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>		Valve Crew Vehicle (hour)	\$75
Technology: Charge \$8.50 per hour	Small format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each)	\$200
	large Format (per sq. ft.)			Water Quality Meter (per day)	\$100
	Bond	\$0.25	\$0.75	Microscope (each)	\$150
	Glossy/ Mylar	\$0.75	\$1.25	Pressure Recorder (per day)	5100
	Vinyl/ Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day)	\$275
				Coating Inspection Kit (per day)	\$275
	Mounting (per sq. ft.)	\$2.00		flushing/ Cfactor (each)	\$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each)	\$1,000
				<u>Survey Grade</u>	
				Drone (per day)	\$200 \$100
				GPS (per day)	\$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation, and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) TOWN refers to the Party named as such in the Agreement between the TOWN and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY TOWN:** TOWN will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by TOWN. To the fullest extent permitted by law, TOWN agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to TOWN, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by TOWN to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide TOWN with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** TOWN, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by TOWN. However, when such changes differ from prior comments, directions, instructions, or approvals given by TOWN or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the Parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Town's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to TOWN and in acceptance of Services as satisfactory by TOWN. Statements for Services shall not be submitted more frequently than monthly.

If TOWN fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to TOWN, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by TOWN or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of TOWN upon payment of FNI's fees for Services. FNI may retain copies for record purposes. TOWN agrees such documents are not intended or represented to be suitable for reuse by TOWN or others. Any reuse by TOWN or by those who obtained said documents from TOWN without written verification or adaptation by FNI, will be at the TOWN's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, TOWN shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to TOWN, and FNI shall indemnify and hold harmless TOWN from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either Party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to TOWN, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If TOWN designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** TOWN agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified Party in any indemnification provisions where TOWN is named as an indemnified Party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The Parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, TOWN determines that any subcontractor for FNI is incompetent or undesirable, TOWN shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and TOWN.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one Party to this Agreement may include the other Party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** TOWN and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither TOWN nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

18. **Indemnification.** FNI AGREES TO INDEMNIFY AND HOLD HARMLESS TOWN AND ALL OF ITS OFFICERS, EMPLOYEES, COUNCIL MEMBERS, AND AGENTS FROM ANY AND ALL CLAIMS BY THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR DAMAGES, JUDGMENTS, ATTORNEY'S FEES, EXPENSES, INJUNCTIVE OR EQUITABLE RELIEF, INTEREST, PERSONAL INJURY, AND DEATH, THAT MAY ARISE FROM FNI'S PERFORMANCE UNDER THIS AGREEMENT.
19. **Independent Contractor.** In performing the services under this Agreement, FNI is acting as an independent contractor. No term or provision hereof be construed as making FNI the agent, servant, or employee of TOWN or as creating a partnership or joint venture relationship between FNI and TOWN.
20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
- 21.



PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023

Department Streets

Vendor (Name & Address)

LaTour Tree Service Inc
PO Box 14135
Arlington, TX 76094

Delivery Address

1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
11-365-67000	Monthly Creek Inspections (As Needed)	12	1,000.00	\$ 12,000.00
11-365-67000	Creek Maintenance - Sediment, Tree, Foilage, and Debris Removal	1	48,000.00	\$ 48,000.00
Co-op info:	Service Contract Extension			
			Total	\$ 60,000.00

Budgeted? (Must Circle One) Yes or No

Explanation (if not budgeted:) _____

Comments: Routine inspections of all creek beds, banks, beneath bridges and culverts for anything that could hinder flow of water and warn of impending issues that will need regularly scheduled maintenance, such as erosion and pre/post storm concerns. Clean out, maintain all creek beds, banks, beneath bridges and culverts inclusive of sediment as needed, and trash pick-up. All on 2 miles of creeks, on an as needed basis.

Kevin O'Dell
Department Requestor: _____ Streets


Department Approval: _____

Finance: _____

Town Manager: _____

SERVICE CONTRACT

I. The Parties. This Service Contract ("Agreement") made October 1st, 2022, is by and between:

Service Provider: LaTour Tree Service, with a mailing address of
2410 Lakeside Dr Arlington Tx 76013 ("Service Provider"), and

Client: City of Trophy Club, with a mailing address of
Trophy Club Tx ("Client").

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on October 1st, 2022, and terminate: (check one)

☐ - **At-Will.** Written notice of at least _____ days' notice.

☒ - **End Date.** On October 1st, 2023.

☐ - **Other.** option for 1 year extensions, with 5% increase in pricing for 3 years following the above End Date

III. The Service. The Service Provider agrees to provide the following:

Monthly Creek Inspection for all creeks maintained by the City of Trophy Club

Hereinafter known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount. The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

☐ - \$_____ / Hour

☒ - \$1000 / per Job. A "Job" is _____.

☐ - Other: _____.

Hereinafter known as the "Payment Amount".

V. Payment Method. The Client shall pay the Payment Amount: (check one)

- ☒ - When Invoiced
- ☐ - Daily
- ☐ - Weekly
- ☐ - Bi-Weekly
- ☐ - Monthly
- ☐ - Other: _____.

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

VI. Retainer. This Agreement requires: (check one)

- ☐ - **A Retainer.** Client agrees to pay a retainer in the amount of \$_____ to the Service Provider as an advance on future Services to be provided. (check one)
 - ☐ - Retainer is refundable.
 - ☐ - Retainer is non-refundable.

☒ - **No Retainer.** The Client is not required to pay a retainer before the Service Provider is able to commence work.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, cleaning supplies, uniforms, equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

- a.) **Return of Documents.** Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.
- b.) **Injunction.** Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client
- c.) **No Release.** Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Safety. Service Provider shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-Service Providers, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XIV. Alcohol and Drugs. Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XV. Successors and Assigns. The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XVI. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XVII. No Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XVIII. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Texas.

XIX. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XX. Additional Terms & Conditions. _____

XXI. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature  **Date** 10-1-22

Print Name Kevin O'Dell

Service Provider's Signature  **Date** 10-1-2022

Print Name Jeff LaTour

Item Name

Creek Inspections and Cleanings

Contract

581-19 | Job Order Contracting (RSMMeans)

Line-item

21 | Texas Region 11 Coefficient For Standard Hours, Current edition R.S. Means Construction Data

Requests

17

Responses

0

Comparisons

Source	Item Name	Manufacturer	Product Number	Unit of Measure	Quantity	Price	Subtotal	Valid-through Date
Request	Creek Inspections and Cleanings			Each	12			
Alpha Building Corporation (RS Means)								No Response
Amstar, Inc.								No Response
Basic IDIQ, Inc.								No Response
Brown & Root								Rejected
Facilities Sources (RS Means)								No Response
Falkenberg Construction Co., Inc.								No Response
Fulcrum Construction TX LLC (RSMMeans)								No Response
GFC Contracting								No Response
Herrcon, LLC (RS Means)								Rejected
Jamail & Smith Construction, LP.								No Response
LMC Corporation								No Response
Mart, Inc.								Rejected
Nouveau Construction and Technology Services								No Response
RS Commercial Construction (RS Means)								No Response
SDB Contracting Services (RS Means)								No Response
Skanska USA Building Inc.								Rejected
SpawGlass Contractors, Inc.								No Response



PURCHASE REQUISITION FORM

Requisition Number _____

Date : 10/1/2023 _____

Department _____ Streets _____

Vendor (Name & Address)

Kaneelee Landscapes LLC
PO Box 443
Roanoke, TX 76262

Delivery Address

1 Trophy Wood Drive
Trophy Club, TX 76262

Project# _____

Account Number	Description	Quantity	Unit Amount	Total Amount
11-365-67000	Mowing Byron Nelson Creek	10	1,950.00	\$ 19,500.00
11-365-67000	Mowing Lakeview Creek	10	1,350.00	\$ 13,500.00
Co-op info:				
			Total	\$ 33,000.00

Budgeted? (Must Circle One) Yes or No

Explanation (if not budgeted:) _____

Comments: Mowing of the creek by Byron Nelson High School, and the creek between Lakeview Dr and Village Trl., for the fiscal year of 2024 during the following months: October and November (1x monthly), April and May (2x Monthly), June through September (1x Monthly)

Kevin O'Dell
Department Requestor: _____ Streets _____


Department Approval: _____

Finance: _____

Town Manager: _____



TLC Landscapes

PO Box 443
Roanoke, TX 76262

Estimate

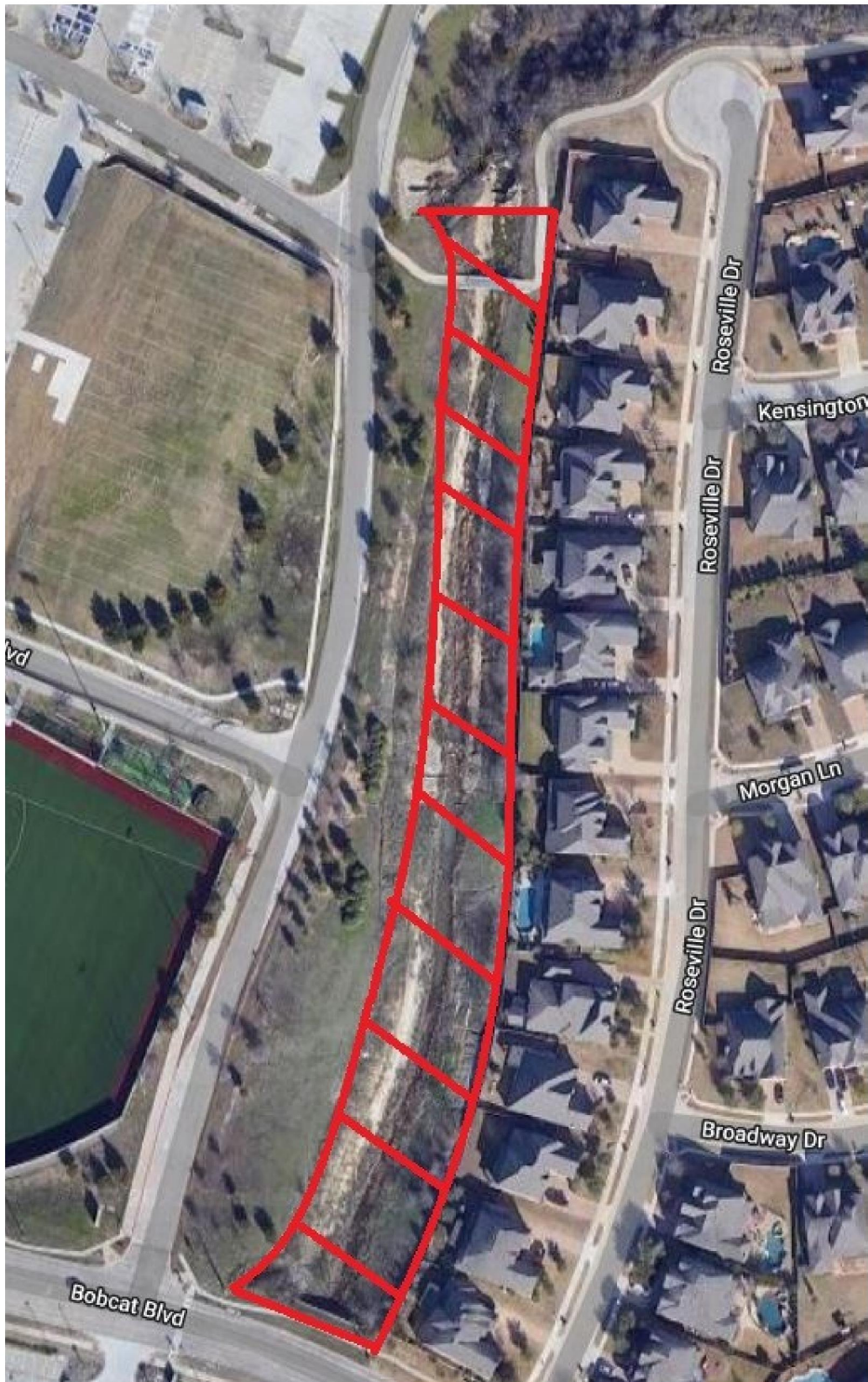
Date	Estimate #
9/23/2022	4210

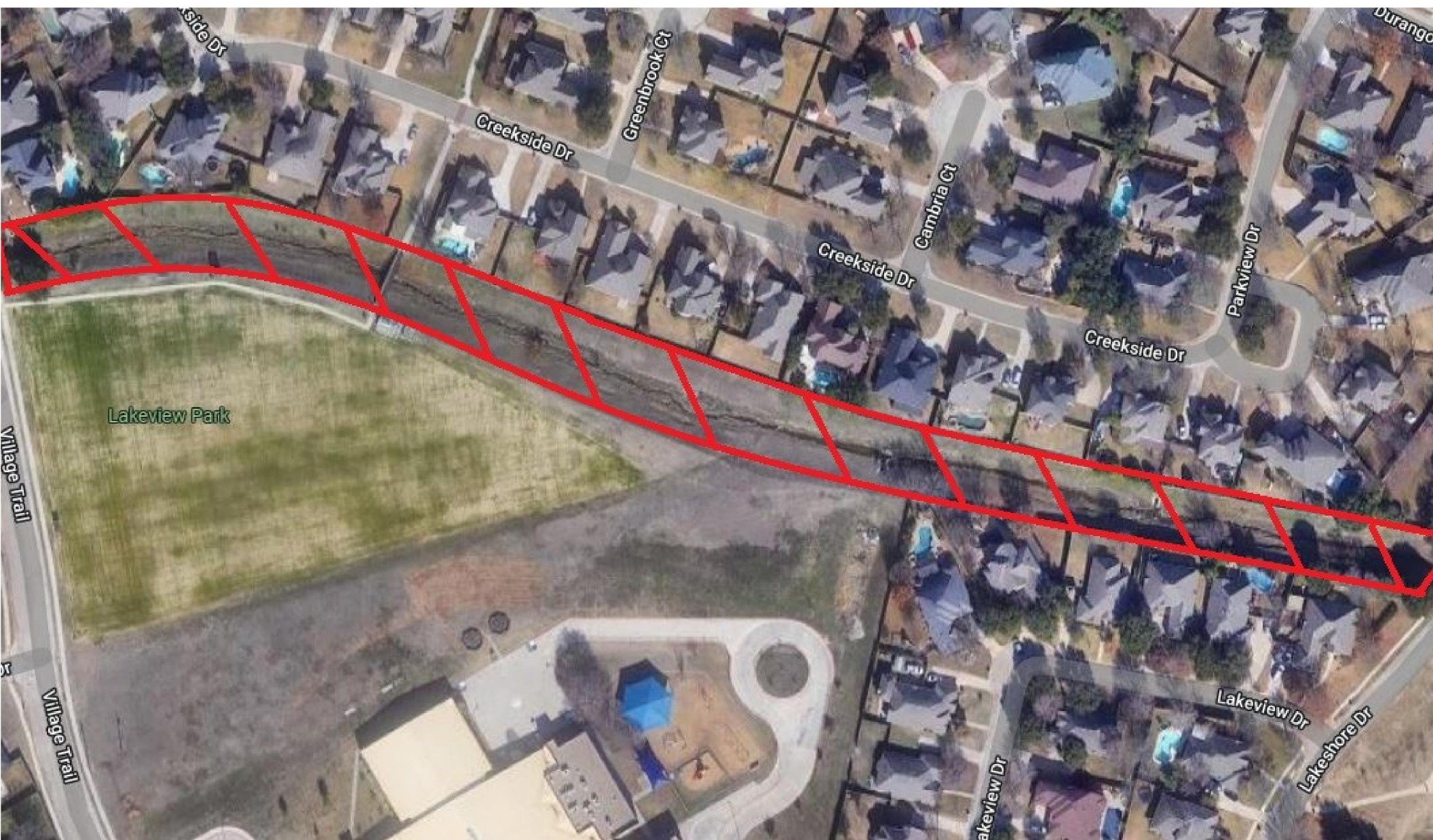
Name / Address

Town of Trophy Club
Attn: Kevin Odell
1 Trophy Wood Dr
Trophy Club, TX 76262

Project

Description	Qty	Rate	Total
Byron Nelson HS - Ditch:		0.00	0.00
October and November 2022 - Mow/Weedeat 1x Monthly	2	1,950.00	3,900.00
April and May 2023 - Mow/Weedeat 2x Monthly	4	1,950.00	7,800.00
June - September 2023 - Mow/Weedeat 1x Monthly	4	1,950.00	7,800.00
Lakeshore - Ditch:		0.00	0.00
October and November 2022 - Mow/Weedeat 1x Monthly	2	1,350.00	2,700.00
April and May 2023 - Mow/Weedeat 2x Monthly	4	1,350.00	5,400.00
June - September 2023 - Mow/Weedeat 1x Monthly	4	1,350.00	5,400.00
		Subtotal	\$33,000.00
		Sales Tax (8.25%)	\$0.00
		Total	\$33,000.00





Item Name

Mowing Creeks

Contract

639-21 | Custodial and Lawn Care Services

Line-item

10 | Basic Lawn Care Services

Requests

2

Responses

0

Comparisons

Source	Item Name	Manufacturer	Product Number	Unit of Measure	Quantity	Price	Subtotal	Valid-through Date
Request	Mowing Creeks			Each	1			
ABM Industry Groups, LLC								No Response
CT Fieldscapes, LLC								Rejected



TOWN COUNCIL COMMUNICATION

CONSENT

MEETING DATE: October 23, 2023

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Consider approval of revised Compensation Pay Plan

BACKGROUND/SUMMARY:

On September 11, 2023, Town Council approved the Fiscal Year 2023/24 Compensation Pay Plan. On September 25, 2023, Town Council approved the Fiscal Year 2023/24 Annual Budget. Within the approved budget Council authorized a Human Resources position. After completion of a review of duties and responsibilities, staff has developed a classification of Human Resources Assistant to fill the authorized position. In addition, a compensation study was completed to determine the appropriate pay range for the new classification.

Desk Audits have been conducted on three positions in the Town including Permit Technician, Code Enforcement Officer, and Police Investigative Assistant, to analyze the actual duties and responsibilities being performed compared to the classification specification. Human Resources found that all three classifications required updating. In addition, a compensation study was completed to determine the appropriate pay range for the revised classifications.

The revised Compensation Pay Plan (attachment A) includes the new Human Resources Assistant classification, and the following revised classifications:

Current Classification Title	New Classification Title
Permit Technician	Community Development Coordinator
Code Enforcement Officer	Building & Code Specialist
Police Investigative Assistant/Crime Analyst	Police Support Technician

BOARD REVIEW/CITIZEN FEEDBACK:

None applicable

FISCAL IMPACT:

The funds required for the Compensation Pay Plan changes are accessible within the Fiscal Year 2023/24 Approved Budget and will not result in a budget increase.

LEGAL REVIEW:

None applicable

ATTACHMENTS:

- Compensation Pay Plan

ACTION/OPTIONS:

Consider approval of revised Compensation Pay Plan as presented.



Compensation Pay Plan DRAFT As of 10/23/2023

Fire

Classification	FLSA	FT/PT/S		Minimum	Midpoint	Maximum
PT Firefighter / EMT	NE	PT	Hourly	\$ 19.97	\$ 23.42	\$ 26.87
PT Firefighter/Paramedic	NE	PT	Hourly	\$ 21.02	\$ 24.65	\$ 28.29
Firefighter - EMT	NE	FT	Annual	\$ 68,383.08	\$ 80,224.44	\$ 92,065.79
			Hourly	\$ 23.48	\$ 27.55	\$ 31.62
Firefighter-Paramedic	NE	FT	Annual	\$ 71,986.97	\$ 84,464.31	\$ 96,911.36
			Hourly	\$ 24.72	\$ 29.01	\$ 33.28
Driver/Engineer	NE	FT	Annual	\$ 91,187.53	\$ 106,965.91	\$ 122,714.01
			Hourly	\$ 31.31	\$ 36.73	\$ 42.14
Fire Captain	NE	FT	Annual	\$ 110,660.66	\$ 129,800.65	\$ 148,940.65
			Hourly	\$ 38.00	\$ 44.57	\$ 51.15

Police

Classification	FLSA	FT/PT/S		Minimum	Midpoint	Maximum
Police Cadet	NE	FT	Annual	\$ 66,280.45		
			Hourly	\$ 31.87		
Police Officer	NE	FT	Annual	\$ 73,635.33	\$ 86,376.58	\$ 99,117.82
			Hourly	\$ 35.40	\$ 41.53	\$ 47.65
Detective	NE	FT	Annual	\$ 73,635.33	\$ 86,376.58	\$ 99,117.82
			Hourly	\$ 35.40	\$ 41.53	\$ 47.65
Juvenile Detective	NE	FT	Annual	\$ 73,635.33	\$ 86,376.58	\$ 99,117.82
			Hourly	\$ 35.40	\$ 41.53	\$ 47.65
Police Sergeant	NE	FT	Annual	\$ 102,232.83	\$ 119,906.18	\$ 137,579.52
			Hourly	\$ 49.15	\$ 57.65	\$ 66.14
Police Lieutenant	E	FT	Annual	\$ 116,812.80	\$ 137,017.09	\$ 157,199.74
			Hourly	\$ 56.16	\$ 65.87	\$ 75.58
Police Captain	E	FT	Annual	\$ 127,845.12	\$ 149,953.02	\$ 172,039.30
			Hourly	\$ 61.46	\$ 72.09	\$ 82.71

Non-Exempt

Classification	FLSA	FT/PT/S		Minimum	Midpoint	Maximum
Accounting Specialist	NE	FT	Annual	\$ 45,232.51	\$ 53,149.82	\$ 61,067.14
			Hourly	\$ 21.75	\$ 25.55	\$ 29.36
Administrative Assistant	NE	FT	Annual	\$ 39,608.19	\$ 46,465.54	\$ 53,301.25
			Hourly	\$ 19.04	\$ 22.34	\$ 25.63
Animal Control Officer	NE	FT	Annual	\$ 40,884.48	\$ 47,958.14	\$ 55,031.81
			Hourly	\$ 19.66	\$ 23.06	\$ 26.46
Athletics Crew Leader	NE	FT	Annual	\$ 46,270.85	\$ 54,274.69	\$ 62,278.53
			Hourly	\$ 22.25	\$ 26.09	\$ 29.94
Athletics Field Technician	NE	FT	Annual	\$ 35,779.33	\$ 41,966.08	\$ 48,152.83
			Hourly	\$ 17.20	\$ 20.18	\$ 23.15
Communications & Marketing Specialist	NE	FT	Annual	\$ 53,517.57	\$ 62,776.06	\$ 72,034.56
			Hourly	\$ 25.73	\$ 30.18	\$ 34.63
Code Enforcement Officer	NE	FT	Annual	\$ 47,330.82	\$ 55,529.34	\$ 63,706.24
			Hourly	\$ 22.76	\$ 26.70	\$ 30.63
Building & Code Specialist	NE	FT	Annual	\$ 48,152.00	\$ 56,479.13	\$ 64,806.25
			Hourly	\$ 23.15	\$ 27.15	\$ 31.16
Crime Analyst	NE	FT	Annual	\$ 52,392.70	\$ 61,456.51	\$ 70,498.69
			Hourly	\$ 25.19	\$ 29.55	\$ 33.89
Police Support Technician	NE	FT	Annual	\$ 48,339.20	\$ 56,698.70	\$ 65,058.20
			Hourly	\$ 23.24	\$ 27.26	\$ 31.28
Evidence Custodian/Patrol Assistant	NE	FT	Annual	\$ 41,598.34	\$ 48,801.79	\$ 55,983.62
			Hourly	\$ 20.00	\$ 23.46	\$ 26.92
Human Resources Assistant	NE	FT	Annual	\$ 43,118.40	\$ 50,575.04	\$ 58,031.69
			Hourly	\$ 20.73	\$ 24.31	\$ 27.90
Parks Maintenance Worker	NE	FT/PT	Annual	\$ 35,779.33	\$ 41,966.08	\$ 48,152.83
			Hourly	\$ 17.20	\$ 20.18	\$ 23.15
Parks Crew Leader	NE	FT	Annual	\$ 46,270.85	\$ 54,274.69	\$ 62,278.53
			Hourly	\$ 22.25	\$ 26.09	\$ 29.94
Parks Irrigator	NE	FT	Annual	\$ 39,629.82	\$ 46,487.17	\$ 53,322.88
			Hourly	\$ 19.05	\$ 22.35	\$ 25.64
Permit Technician	NE	FT	Annual	\$ 40,084.10	\$ 47,006.34	\$ 53,928.58
			Hourly	\$ 19.27	\$ 22.60	\$ 25.93
Community Development Coordinator	NE	FT	Annual	\$ 47,736.00	\$ 55,991.19	\$ 64,246.37
			Hourly	\$ 22.95	\$ 26.92	\$ 30.89
Records Analyst	NE	FT	Annual	\$ 45,037.82	\$ 52,825.34	\$ 60,612.86
			Hourly	\$ 21.65	\$ 25.40	\$ 29.14

Recreation Coordinator	NE	FT	Annual	\$ 48,239.36	\$ 56,589.31	\$ 64,917.63
			Hourly	\$ 23.19	\$ 27.21	\$ 31.21
Senior Administrative Assistant	NE	FT	Annual	\$ 43,912.96	\$ 51,505.79	\$ 59,098.62
			Hourly	\$ 21.11	\$ 24.76	\$ 28.41
Street Maintenance Worker	NE	FT	Annual	\$ 37,401.73	\$ 43,891.33	\$ 50,359.30
			Hourly	\$ 17.98	\$ 21.10	\$ 24.21
Streets Crew Leader	NE	FT	Annual	\$ 46,270.85	\$ 54,274.69	\$ 62,278.53
			Hourly	\$ 22.25	\$ 26.09	\$ 29.94

Exempt

Classification	FLSA	FT/PT/S		Minimum	Midpoint	Maximum
Accountant	E	FT	Annual	\$ 57,368.06	\$ 67,405.31	\$ 77,442.56
			Hourly	\$ 27.58	\$ 32.41	\$ 37.23
Assistant to the Town Manager	E	FT	Annual	\$ 74,067.97	\$ 86,895.74	\$ 99,701.89
			Hourly	\$ 35.61	\$ 41.78	\$ 47.93
Chief Financial Analyst	E	FT	Annual	\$ 69,568.51	\$ 81,617.54	\$ 93,644.93
			Hourly	\$ 33.45	\$ 39.24	\$ 45.02
Communications & Marketing Director	E	FT	Annual	\$ 110,193.41	\$ 129,251.20	\$ 148,308.99
			Hourly	\$ 52.98	\$ 62.14	\$ 71.30
Community Development Director	E	FT	Annual	\$ 116,812.80	\$ 137,017.09	\$ 157,221.38
			Hourly	\$ 56.16	\$ 65.87	\$ 75.59
Deputy Chief/Fire Marshal	E	FT	Annual	\$ 128,147.97	\$ 150,320.77	\$ 172,471.94
			Hourly	\$ 61.61	\$ 72.27	\$ 82.92
Director of Finance	E	FT	Annual	\$ 122,653.44	\$ 143,874.43	\$ 165,073.79
			Hourly	\$ 58.97	\$ 69.17	\$ 79.36
Fire Chief	E	FT	Annual	\$ 131,479.30	\$ 162,369.79	\$ 193,281.92
			Hourly	\$ 63.21	\$ 78.06	\$ 92.92
Human Resources Director	E	FT	Annual	\$ 120,663.30	\$ 141,538.18	\$ 162,391.42
			Hourly	\$ 58.01	\$ 68.05	\$ 78.07
Parks and Recreation Director	E	FT	Annual	\$ 122,653.44	\$ 143,874.43	\$ 165,073.79
			Hourly	\$ 58.97	\$ 69.17	\$ 79.36
Parks Superintendent	E	FT	Annual	\$ 71,796.61	\$ 84,213.38	\$ 96,630.14
			Hourly	\$ 34.52	\$ 40.49	\$ 46.46
Police Chief	E	FT	Annual	\$ 131,479.30	\$ 162,369.79	\$ 193,281.92
			Hourly	\$ 63.21	\$ 78.06	\$ 92.92
Recreation Superintendent	E	FT	Annual	\$ 58,968.83	\$ 69,157.50	\$ 79,346.18
			Hourly	\$ 28.35	\$ 33.25	\$ 38.15
Streets Superintendent	E	FT	Annual	\$ 62,365.06	\$ 73,159.42	\$ 83,932.16
			Hourly	\$ 29.98	\$ 35.17	\$ 40.35

Part-Time/Seasonal

Classification	FLSA	FT/PT/S		Minimum	Midpoint	Maximum
Assistant Camp Director	E	S	Hourly	\$ 13.79	\$ 16.17	\$ 18.56
Assistant Pool Manager	E	S	Hourly	\$ 14.32	\$ 16.80	\$ 19.27
Assistant Swim Coach	E	S	Hourly	\$ 13.19	\$ 15.46	\$ 17.74
Camp Counselor	E	S	Hourly	\$ 12.48	\$ 14.64	\$ 16.80
Camp Director	E	S	Hourly	\$ 14.30	\$ 16.78	\$ 19.25
Fitness Instructor	NE	PT	Hourly	\$ 18.72	\$ 21.53	\$ 24.34
Head Swim Coach	E	S	Hourly	\$ 15.30	\$ 17.95	\$ 20.59
Lifeguard	E	S	Hourly	\$ 12.48	\$ 14.64	\$ 16.80
Pool Cashier	E	S	Hourly	\$ 10.66	\$ 12.50	\$ 14.35
Pool Manager	E	S	Hourly	\$ 16.07	\$ 18.84	\$ 21.62
Pool Manager II	E	S	Hourly	\$ 16.87	\$ 19.79	\$ 22.70
Seasonal School Crossing Guard	NE	S	Hourly	\$ 15.60	\$ 17.94	\$ 20.28
TC Park Gate Attendant	NE	PT	Hourly	\$ 11.50	\$ 13.49	\$ 15.48

TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE: October 23, 2023

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider and possibly take action on a request for a Preliminary Plat for Lots 1-6 and 7X, Block A, Triple Crown Estates, consisting of 2.992 acres of land out of the Mary Medlin Survey, Abstract No. 832, located south of Trophy Park Drive, east of Nottingham Court, west of Churchill Downs Lane, within Denton County, Trophy Club, Texas.
Case PP-23-002 Triple Crown Estates, Preliminary Plat

BACKGROUND/SUMMARY:

The subject property is currently zoned R-15 Single-Family District and the proposed lots on the Preliminary Plat meet or exceed the zoning standards for the district. The property owner/applicant is requesting to develop the property as six (6) residential lots and one (1) open space lot with a public cul-de-sac street serving each lot. The open space lot adjacent to Trophy Park Drive will accommodate required screening and landscaping along the roadway. A homeowner's association (HOA) will be created with the filing of the Final Plat that will own and maintain Lot 7X. The subdivider will also be required to dedicate fee-in-lieu of parkland at the time of Final Plat filing.



ADMINISTRATION:

None applicable

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission reviewed the Final Plat at their October 5, 2023 meeting and recommended the item for approval (five in favor and two opposed, 5-2).

An adjacent property owner expressed concern at the Planning & Zoning Commission meeting regarding the powerlines/structure encroachment and emissions. Last week Oncor corrected the encroachment issue.

FISCAL IMPACT:

None applicable

LEGAL REVIEW:

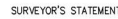
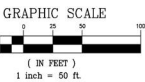
None applicable

ATTACHMENTS:

- Triple Crown Estates Preliminary Plat

ACTION/OPTIONS:

Staff recommends approval as presented.



I, TIMOTHY R. MANKIN, a Registered Professional Land Surveyor, licensed by the State of Texas, affirm that this plat was prepared under my direct supervision, from recorded documentation, evidence collected on the ground during field operations and other reliable documentation; and that this plat substantially complies with the rules and regulations of the Texas Board of Professional Engineers and Land Surveyors, and Texas Local Government Code, Chapter 212.

PRELIMINARY

TIMOTHY R. MANKIN
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 6122

State of Texas:
County of Tarrant:
Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Timothy R. Manikin, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated.
Given under my hand and seal of office, this ____ day of _____, 2023.

Notary Public in and for Tarrant County

LINE TYPE TABLE

—————	BOUNDARY LINE
— — — — —	ADJOINER LINE
— 500' —	CONTOUR LINE
— W —	WATER LINE
— ST —	STORM LINE
— S —	SEWER LINE
— — — — —	EASEMENT LINE
—————	BUILDING LINE
— — — — —	STREET CENTERLINE
—	ABSTRACT LINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 45°39'59" E	28.24'

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10.00'	14.03'	12.91'	S 39°37'11" W	80°24'21"
C2	50.00'	13.81'	13.76'	S 71°54'42" W	15°49'19"
C3	50.00'	103.09'	85.77'	S 04°56'13" W	118°07'40"
C4	50.00'	110.35'	89.28'	N 62°38'41" E	126°27'22"

NOTES

1. The lot is Iron Rod Found.
2. YURF – Iron Rod Found with yellow cap.
3. Bearings of lines shown herein refer to Grid North of the Texas Coordinate System of 1983
4. The survey was conducted by NABIS (National) Epoch 2000 as derived locally from Alterra Center's Continuously Operating Reference Station (CORS) via Real Time Kinematic (RTK) Methods. An average Combination Factor of 1.000150750 was used to scale grid coordinates and distances to stationing.
5. Elevations shown herein refer to North American Vertical Datum of 1988 (NAVD88), as derived locally from Alterra Center's Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) Methods.
6. All lots comply with the minimum size requirements of the zoning district.
7. This plot does not alter or remove existing deed restrictions, if any, on this property.
7. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and state law and is subject to fines and withholding of utilities and building permits.
8. The Triple Crown Club Members Association shall have no claim or interest in this land nor shall it issue a permit until the completion of all dedicated improvements and acceptance of such improvements associated with the subdivision are approved by the Town Council.
- FLOOD CERTIFICATE
- As determined by the FLOOD INSURANCE RATE MAPS for Denton County, the subject property Does Not appear to lie within a Special Flood Hazard Area (100 Year Flood), Map date 4/18/2011. Community Number 13012005002 hazard area is located in Zone "X". This site is not within an area of flood hazard and thus this Flood Certificate does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Certificate does not constitute any liability on the part of the Surveyor.
10. The purpose of this plat is to create 6 residential lots, an open space lot, and a street right-of-way dedication from a tract of land.
11. All property corners monumented with 1/2 inch iron rod per "Reiser & Monklin SURV" plating set, unless otherwise noted.
12. Contours were provided by the owner.
13. All existing and proposed easements with which the surveyor has been advised are indicated on this plat.
14. A Homeowners' Association (HOA) for Triple Crown Estates shall be formed and Lot 7B, Block A shall be owned and maintained by the Triple Crown HOA. Should the entity responsible for the maintenance and repair of the common areas fail to function, the HOA has the authority to provide appropriate maintenance and repair and collect appropriate fees and reimbursements.

ENGINEER

JUAN J. VASQUEZ, P.E.
VASQUEZ ENGINEERING, L.L.C.
1919 S. SHILOH RD
SUITE 440
GARLAND, TX 75042
972-278-2948
JVASQUEZ@VASQUEZENGINEERING.COM

OWNER:

OWNER:
WASATCH PROPERTIES LLC
2008 WOOD THRUSH COURT
WESTLAKE, TX 76262
CONTACT: NATHAN JEPPESEN
NATHAN@CDJCONTRACTINGSERVICES.COM

OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, WASATCH PROPERTIES LLC is the sole owner of a 2.992 acre tract of land situated in the Mary Medlin Survey, Abstract No. 832, Denton County, Texas, Denton County Appraisal District (DCAD) Property ID 68432, DCAD Tract 4, Old DCAD Tract #1A, and being all of Wasatch Properties LLC, by General Warranty Deed recorded in Instrument Number 2022-24617, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeast corner of said Wasatch tract, same being the northwest corner of that certain tract of land conveyed to Bertie Estelle Miller, Roy Dale Coleman, and Donna Jean Coleman, by deed recorded in Instrument Number 2021-226621, Official Public Records, Denton County, Texas, same being in the southerly right-of-way line of Trophy Park Drive (a variable width right-of-way) (60 feet wide at this point);

THENCE South 00 deg. 35 min. 00 sec. East, along the common line of said Wasatch tract and said Coleman tract, a distance of 707.21 feet to a 3/8 inch iron rod found for the southeast corner of said Wasatch tract, same being the southwest corner of said Coleman tract, same being in a northeasterly line of that certain colled 240 acre tract of land conveyed as Tract E-405 to United States of America, by deed recorded in Volume 370, Page 208, Deed Records, Denton County, Texas;

THENCE North 57 deg. 20 min. 07 sec. West, along the common line of said Wasatch tract and said Tract E-405, a distance of 242.62 feet to a concrete monument found for the southwest corner of said Wasatch tract, same being a north corner of said Tract E-405, same being in an easterly line of Block H, The Highlands at Trophy Club Neighborhood 8-Phase 2B, an addition to the Town of Trophy Club, Denton County, Texas, according to the plat thereof recorded in Instrument Number 2013-229, Official Public Records, Denton County, Texas;

THENCE North 00 deg. 42 min. 58 sec. West, along the common line of said Wasatch tract and said Block H, a distance of 573.60 feet to a 5/8 inch iron rod with yellow plastic cap (illegible) found for the northwest corner of said Wasatch tract, same being the northeast corner of said Block H, same being in the southerly right-of-way line of aforesaid Trophy Park Drive;

THENCE North 89 deg. 15 min. 02 sec. East, along the common line of said Wasatch tract and said Trophy Park Drive, a distance of 204.24 feet to the POINT OF BEGINNING and containing 130,325 square feet or 2.992 acres of computed land, more or less.

STATE OF TEXAS
COUNTY OF DENTON

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT WASATCH PROPERTIES LLC, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as **TRIPLE CROWN ESTATES**, an addition to the Town of Trophy Club, Denton County, Texas, and does hereby dedicate to the public's use forever, the streets and easements shown hereon to the public's use unless otherwise noted.

Witness my hand this the _____ day of _____, 2023

By: _____
Nathan Jeppesen, President

State of Texas:
County of _____

Before me, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Nathan Jeppesen, known to me to be the person or persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in the capacity herein stated.

Given under my hand and seal of office, this ____ day of _____, 2023.

Notary Public in and for _____ County

LOT SIZE TABLE	
LOT	SQUARE FOOTAGE
LOT 1	15,003 SQ. FT.
LOT 2	15,042 SQ. FT.
LOT 3	15,020 SQ. FT.
LOT 4	15,027 SQ. FT.
LOT 5	15,060 SQ. FT.
LOT 6	26,255 SQ. FT.
LOT 7X	684 SQ. FT.
SINGLE FAMILY LOT AVERAGE	16,901 SQ. FT.
TOTAL LOT AVERAGE	14,584 SQ. FT.

PRELIMINARY PLAT
LOTS 1-6 AND 7X, BLOCK A
TRIPLE CROWN ESTATES

AN ADDITION OF TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS
BEING A PLAT OF THAT CERTAIN TRACT OF LAND SITUATED IN MARY MEDLIN
SURVEY, ABSTRACT NO. 832, TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS
BEING 2.992 ACRES

JOB NO.: 22-0710		PEISER & MANKIN SURVEYING, LLC		SHEET
DATE: 07/28/2022		www.peisersurveying.com		
REVISED: 5/23/2023				
FIELD DATE: 09/15/2023				
SCALE: 1" = 50'				
FIELD: A.R.M.				
DRAWN: J.B.M.				
CHECKED: T.S.M.				
Tmankin@peisersurveying.com		FIRM NO. 100999-00		
 1612 HART STREET SUITE 200 SOUTH LAKE, TEXAS 76092 817-481-1806 (O)		COMMERCIAL RESIDENTIAL BOUNDARIES TOPOGRAPHY MORTGAGE		 Texas Society of Professional Surveyors
		Member Since 1977		1
				OF
				1



TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE: October 23, 2023

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider and possibly act on a Final Plat for Bobcat Village Phase 1 (former Well Site 1H) containing ± 2.7886 acres of land located east of Bobcat Boulevard, south and east of Halifax Street, and north of Byron Nelson High School.
Case FP-23-005 (Bobcat Village Phase 1 Final Plat, former Well Site 1H)

BACKGROUND/SUMMARY:

The applicant has requested the Town Council of the Town of Trophy Club table the Final Plat for Bobcat Village Phase 1 with a waiver per the Town of Trophy Club Subdivision Ordinance, Section 10.02.068, Final Plats, (h.) Action by the Town Council., (3.) Table with waiver to the December 11, 2023 Town Council meeting. Chapter 212 of the Texas Local Government Code requires the Town Planning & Zoning Commission and Town Council to take action on plats within 30 days of application submittal. There are outstanding requirements associated with this Final Plat and tabling the item to the December meeting will allow for additional time to coordinate the development requirements.

ADMINISTRATION:

None applicable

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission reviewed the Final Plat at their October 5, 2023 meeting and unanimously recommended the item for approval (seven in favor and none opposed 7-0).

FISCAL IMPACT:

None applicable

LEGAL REVIEW:

None applicable

ATTACHMENTS:

- Letter of request from the applicant to table the Final Plat, Bobcat Village, Phase 1

ACTION/OPTIONS:

Staff recommends approval of the tabling request from the applicant.

From: [James Martin](#)
To: [Matt Cox](#)
Cc: [David Bennion](#); [Nathan Beckey](#); [Yochoua Arrouas](#)
Subject: Bobcat Village - 30 Day Action Waiver Notice
Date: Tuesday, October 17, 2023 2:52:36 PM
Attachments: [Outlook-lfuk4igt.png](#)

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact netGenius.

Matt,

At this time, we would like to respectfully request the Town Council of the Town of Trophy Club table the Final Plats for Bobcat Village Phase 1/Bobcat Village Phase 2 with a waiver per the Town of Trophy Club Subdivision Ordinance, Section 10.02.068, Final Plats, (h.) Action by the town council., (3.) Table with waiver to the December 11, 2023 Town Council meeting.

This letter/email serves as written documentation waiving our right for action within the required 30-day action requirement.

The additional time will allow coordination for access and engineering plans associated with the site.

Best regards,

James Martin
EVG Residential
(832) 279-3172
jmartin@evgres.com



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TOWN COUNCIL COMMUNICATION

REGULAR

MEETING DATE: October 23, 2023

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider and possibly act on a Final Plat for Bobcat Village Phase 2 (former Well Site 1HB) containing ± 2.106 acres of land located east of Bobcat Boulevard, east of Halifax Street, and north of Byron Nelson High School.
Case FP-23-006 (Bobcat Village Phase 2 Final Plat, former Well Site 1HB)

BACKGROUND/SUMMARY:

The applicant has requested the Town Council of the Town of Trophy Club table the Final Plat for Bobcat Village Phase 2 with a waiver per the Town of Trophy Club Subdivision Ordinance, Section 10.02.068, Final Plats, (h.) Action by the Town Council., (3.) Table with waiver to the December 11, 2023 Town Council meeting. Chapter 212 of the Texas Local Government Code requires the Town Planning & Zoning Commission and Town Council to take action on plats within 30 days of application submittal. There are outstanding requirements associated with this Final Plat and tabling the item to the December meeting will allow for additional time to coordinate the development requirements.

ADMINISTRATION:

None applicable

BOARD REVIEW/CITIZEN FEEDBACK:

The Planning & Zoning Commission reviewed the Final Plat at their October 5, 2023 meeting and unanimously recommended the item for approval (seven in favor and none opposed, 7-0).

FISCAL IMPACT:

None applicable

LEGAL REVIEW:

None applicable

ATTACHMENTS:

- Letter of request from the applicant to table the Final Plat, Bobcat Village, Phase 2

ACTION/OPTIONS:

Staff recommends approval of the tabling request from the applicant.

From: [James Martin](#)
To: [Matt Cox](#)
Cc: [David Bennion](#); [Nathan Beckey](#); [Yochoua Arrouas](#)
Subject: Bobcat Village - 30 Day Action Waiver Notice
Date: Tuesday, October 17, 2023 2:52:36 PM
Attachments: [Outlook-lfuk4igt.png](#)

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This letter/email serves as written documentation waiving our right for action within the required 30-day action requirement.

The additional time will allow coordination for access and engineering plans associated with the site.

Best regards,

James Martin
EVG Residential
(832) 279-3172
jmartin@evgres.com



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