



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

PARKS & RECREATION BOARD

February 19, 2024

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Board/Commission on any matter pursuant to Texas Government Code Sec. 551.007. The Board/Commission 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 Board/Commission 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 may email dwilson@trophyclub.org

ANNOUNCEMENTS AND REPORTS

1. Discuss the roles and responsibilities of the Parks & Recreation Board. (D. Roggia)
2. Receive an update regarding ongoing Parks & Recreation projects. (C.Ellis)
3. Receive an update regarding the Parks Improvement Subcommittee and Trophy Club Park Subcommittee. (P. Schrein)

REGULAR ITEMS

4. Discuss and consider approval of the Parks & Recreation Board meeting minutes dated January 22, 2024. (D. Wilson)
5. Discuss and possible recommendation of RFQ for the development of pickleball facilities. (C. Ellis)
6. Discuss and consider subcommittees of the Parks & Recreation Board. (C. Ellis)
7. Discuss and possible recommendation for additional fencing at the Independence Park East Multi-Use Field. (C. Ellis)

FUTURE AGENDA ITEMS

ADJOURN

The Board/Commission 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.

Notice is hereby given that a quorum of the Town of Trophy Club Town Council may be in attendance at this meeting. The Town Council will not deliberate or take any action.

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: February 16, 2024, at 3:30 PM, 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.

Daniel Wilson
Senior Administrative Assistant

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.

**TOWN OF TROPHY CLUB
PARKS AND RECREATION BOARD
MINUTES
MONDAY, JANUARY 22, 2024; 7:00 P.M.**

The Trophy Club Parks and Recreation Board met in a Regular Session on Monday, January 22, 2024. The meeting was held at Town Hall, 1 Trophy Wood Drive in the Council Chambers.

BOARD MEMBERS PRESENT:

Dean Murray	Chairperson
Robert Ferguson	Vice Chairperson
Patrick Schrein	Secretary
Stephanie Presley	Board Member
David Duree	Board Member
Jennifer Kashner	Board Member
Dana Kiser	Board Member
Jeffrey Eason	Board Member

BOARD MEMBERS ABSENT:

Charles Hall	Board Member
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STAFF PRESENT:

Brandon Wright	Town Manager
Chase Ellis	Director of Parks and Recreation
Daniel Wilson	Senior Administrative Assistant for Parks and Recreation

CALL TO ORDER AND ANNOUNCE A QUORUM

Chairperson Murray called the meeting to order at 7:00 p.m. and noted a quorum.

PUBLIC COMMENTS

Tom Bath, Trophy Club resident, spoke in favor of the ongoing pickleball project and recalled relevant information presented to the Parks Board and Town staff.

Trophy Club Mayor Tiffany spoke and assured the board that the Town Council and Town staff were in harmony with supporting the projects and ideas presented through the Parks & Recreation Board.

ANNOUNCEMENTS & REPORTS

1. Receive an update regarding ongoing Parks and Recreation projects.

Director Ellis began his report by ensuring all board members have access to their town-provided emails, followed shortly by a reminder of appropriate etiquette and rules when communicating over email in regard to upholding the Texas Open Meetings Act.

Director Ellis introduced himself, noting his education and experience in the field of Parks & Recreation. He is a Certified Parks & Recreation Professional (NRPA) and Certified Pool & Spa Operator (PHTA), as well as a commissioner of the Commission of Accreditation of Park & Recreation Agencies (NRPA). Under his leadership, Director Ellis has overseen the development of nature park reserves, pump tracks, recreation centers, and much more. Director Ellis also noted his leadership in a network of similar professionals throughout the country.

Director Ellis commented on the future development of a parks master plan, the evaluation of existing and new

pickleball facility opportunities, and the progress regarding the replacement of the Trophy Club Park entry machine.

2. Receive an update from the Parks Improvements subcommittee and the Trophy Club Park subcommittee.

Secretary Schrein noted no significant update from the Parks Improvement Subcommittee that was not already addressed by Tom Bath during the Public Comments. Secretary Schrein thanked the several volunteers who attended the Trophy Club Park Subcommittee meeting, recalling discussions around the USACE Agreement, current operational challenges, and future amenities at the park.

REGULAR SESSION

3. Discuss and consider approval of the November 20, 2023, Parks & Recreation Board Meeting minutes.

Board member Presley motioned to approve the Parks & Recreation Board Meeting Minutes dated November 20, 2023. The motion was seconded by Board member Durre. Chairperson Murray called for a vote. The motion passed unanimously (8-0).

4. Discuss maintenance policies and schedules for Town-operated parks and facilities.

Director Ellis introduced the board to the Parks Maintenance Plan staff are currently creating. Director Ellis commented the use of such plan is intended to help guide staff and community members in the ongoing maintenance of the parks and facilities throughout the Town, as well as provide a resource for future developments within the parks and facilities, including justification for additional personnel and equipment.

No action was taken.

5. Discuss the fees and revenues associated with the Community Pool.

Director Ellis presented a summary of the revenues collected from the Community Pool over the previous five years. Director Ellis also presented the current entry rates, suggesting that a raise in the rates should be considered at the conclusion of the current pool renovation project.

No action was taken.

FUTURE AGENDA ITEMS

Items noted for the next Parks and Recreation Board meeting included:

- a) Provide clarification and structure to existing Parks & Recreation Board Subcommittees.
- b) Discuss annual expenditures and attendance records associated with the Community Pool.

ADJOURN

Chairperson Murray adjourned the meeting at 8:05 PM.

Patrick Schrein, Secretary
Parks and Recreation Board
Town of Trophy Club, TX

Daniel Wilson, Senior Administrative Assistant
Parks and Recreation Department
Town of Trophy Club, TX

Pickleball Task List:

1. **Proposed Site Information Packet:** (Schematic Layouts, and proposed Cost Analysis, ONCOR Easement doc)
A: Independence Park
B: Harmony Park
C: Town Center
Completion: 1/31/2024
2. **Pickleball and Tennis Focus Group Meeting:**
A: Sites:
B: Needs:
 - Times of use:
 - Space Needs:
 - Areas of Concern:**Completion Date: 2/16/2023**
3. **Park Board Meeting:**
A: Provide packet and recommendation and get consensus on Park Boards Recommendation to start RFQ process:
 - 02/19/2024 will be information and education on packet information.
 - 03/01/2024 RFQ goes out for Engagement/Design/Construction based on Park Boards Recommendation**Completion: 3rd Monday of February: 2/19/2024**
4. **Council Recommendation and award of RFQ**
Completion: 04/08/2024
5. **Start Design: 05/13/2024.**
6. **Request for Bids: Contractor go live:**
08/01/2024

Historical Information Provided:

**Town of Trophy Club
Town Council Regular Session Minutes
Tuesday, March 28, 2023; 7 PM**

The Trophy Club Town Council met in a Regular Meeting on Tuesday, March 28, 2023. The meeting was held at Town Hall, 1 Trophy Wood Dr, Trophy Club, TX 76262.

TOWN COUNCIL MEMBERS PRESENT:

Alicia L. Fleury	Mayor
Jeff Beach	Council Member, Place 2
Dennis Sheridan	Council Member, Place 3
Karl Monger	Council Member, Place 4
LuAnne Oldham	Council Member, Place 5
Steve Flynn	Council Member, Place 6

STAFF PRESENT:

Wade Carroll	Town Manager
David Dodd	Town Attorney
Patrick Arata	Police Chief
Jason Wise	Fire Chief
Anita Otterson	Town Secretary
Matt Cox	Community Development Director
April Duvall	Finance Director
Denise Deprato	Human Resources Director
Jill Lind	Communications and Marketing Director
Tony Jaramillo	Parks and Recreation Director
Tamara Smith	Assistant to the Town Manager

CALL TO ORDER AND ANNOUNCE A QUORUM

Mayor Fleury called the meeting to order at 7 PM and noted a quorum present.

INVOCATION led by Pastor Bill Eason, Fellowship United Methodist Church

PLEDGES led by Mayor Pro Tem Dennis Sheridan

Pledge of Allegiance to the American Flag.

Pledge of Allegiance to the Texas Flag.

PUBLIC COMMENTS

This is an opportunity for citizens to address the Council on any matter. The Council is not permitted to discuss or take action on any presentations made. Presentations are limited to matters over which the Council has authority. Speakers have up to four 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 they may email mayorandcouncil@trophyclub.org.

There were no speakers.

ANNOUNCEMENTS AND REPORTS

1. Parks and Recreation Board Update (T. Jaramillo).

This update was not presented. Director Jaramillo gave a presentation on item #8.

8. Discuss and take appropriate action on the location and number of dedicated pickleball courts within the Town's park system (T. Jaramillo).

Director Jaramillo presented several options for adding dedicated pickleball courts to Trophy Club parks.

Council Member Sheridan stated that there is an existing fund - Parks Dedication Fund – that could be used for this project. Director Jaramillo stated that there is approximately \$353,000 in the fund and the cost of the recommended project is \$300,000. Council Member Sheridan also asked if new money would be generated into the Parks Dedication Fund.

Town Manager Carroll stated that a study had been completed and the five well sites should generate about \$171,600 for the Parkland Dedication Fund. Plus, there are other projects that will contribute to the fund for a total of approximately \$250,000.

Council Member Sheridan stated that this project isn't a significant hit on the budget or for next year's budget that we are getting ready to address.

Council Member Beach asked what the timeline for the project would be. Director Jaramillo said the project would take 6-8 weeks barring any bad weather.

Council Member Oldham defined how the Parks Dedication Fund was funded. She stated that when a contractor comes in and develops a property, we typically lose green space. That can be made up by designating other parkland or they can pay into the park designation fund. Those funds are only used to purchase other parkland or to improve existing parks.

Council Member Flynn asked if the 6-8 week time frame included the time to complete a soil survey. Director Jaramillo said that was correct and stressed that the 6-8 week time frame wouldn't start until after the work was contracted out.

A motion was made by Council Member Oldham to approve four (4) dedicated pickleball courts (Exhibit 4 in the presentation) at the approximate cost of \$300,000 to be constructed in Harmony Park using Parkland Dedication Funds. The motion was seconded by Mayor Fleury. The motion passed unanimously.

There was one resident that was given the opportunity to speak, he didn't sign up, or state his name. He only asked when the 6-8 week period of work would begin. Director Jaramillo stated that he didn't have that information yet.

2. CCPD Board Update (P. Arata).

3. Update from Strategic Partnership Committee (W. Carroll).

CONSENT AGENDA

- 4. Take appropriate action regarding Ordinance 2023-03 amending various Fee Schedules for the Town of Trophy Club (W. Carroll).**
- 5. Consider and take appropriate action regarding a request of Town Council to approve an increase to Purchase Order 23-00234 with Longcrete for a fee not to exceed \$35,000 for FY 2023 (M. Cox).**
- 6. Consider and take appropriate action to approve the Town Council Meeting Minutes dated February 28, 2023 (A. Otterson).**
- 7. Consider and take appropriate action regarding an Addendum to the Community Pool Splash Pad Phase One Project and a requisition for services between CGC General Contractors and the Town of Trophy Club in a not to exceed amount of \$531,700 for the Trophy Club Community Pool and Splash Pad Phase One Renovation (T. Jaramillo).**

Mayor Pro Tem Sheridan asked to remove item 4 from the Consent Agenda. He made a motion to approve items 5 through 7. The motion was seconded by Council Member Monger. The motion passed unanimously.

Mayor Pro Tem Sheridan made a motion to approve Item #4 Ordinance 2023-03 as presented in the packet with the change of adding descriptions as presented. The motion was seconded by Council Member Monger. The motion passed unanimously.

INDIVIDUAL ITEMS

9. Park Master Plan (T. Jaramillo).

10. Case FP-23-001 The Cypress Estates at Trophy Club (4H)

Consider and take appropriate action to approve a request for a Final Plat for Lots 1-10, Block A, The Cypress Estates at Trophy Club, consisting of 3.581 acres out of the Richard W. Allen Survey, Abstract No. 5, generally located south of Nottingham Drive at Annandale Drive, Denton County, Trophy Club, Texas (M. Cox).

A motion was made by Mayor Pro Tem Sheridan to approve the final plat for Cypress Estates as presented subject to the subdivision ordinance requirements being met and the planning and zoning requests being met. The motion was seconded by Council Member Monger. The motion passed unanimously.

11. Consider and take appropriate action regarding the acceptance of the Annual Comprehensive Financial Report for the Town of Trophy Club, Fiscal Year 2022 (A. Duvall).

A motion was made by Mayor Pro Tem Sheridan to accept the Annual Comprehensive Financial Report. The motion was seconded by Council Member Monger. The motion passed unanimously.

12. Consider and take appropriate action to approve a security fence for the Police Department parking lot; and approve a budget amendment (P. Arata).

A motion was made by Mayor Pro Tem Sheridan to approve the security fence as presented. The motion was seconded by Council Member Beach. The motion passed unanimously.

13. Consider and take appropriate action regarding an Ordinance of the Town Council amending Appendix A, Fee Schedule, to establish fees and rates for water and sewer services to customers within Trophy Club. Services Rules and Policies are applicable to customers within the service area; and providing a penalty and effective date (W. Carroll).

A motion was made by Mayor Pro Tem Sheridan to approve the Ordinance with Appendix A, Fee Schedule. The motion was seconded by Council Member Flynn. The motion passed unanimously.

14. Future Agenda items List (W. Carroll).

EXECUTIVE SESSION

The Mayor announced Council was going into executive session at 8:14 PM

15. Pursuant to the following designated section of the Texas Governmental Code, Annotated, Chapter 551, the Town Council will recess into executive session to discuss the following:

- a. Section 551.087 – Deliberate the Economic Development negotiations regarding a commercial prospect within the Town of Trophy Club.**

- b. **Section 551.071 Attorney-Client Privilege - Consultation with the Town Attorney regarding a real estate and economic development opportunity**
- c. **Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee:**
 - i. **Appoint a member to the Public Art Subcommittee, Finance Subcommittee, and Boards and Commissions Subcommittee to replace Greg Lamont.**
 - ii. **Acceptance of Town Manager's resignation, and review of the process for appointing an Interim Town Manager and hiring for the position.**

RECONVENE INTO REGULAR SESSION

Mayor Fleury reconvened the meeting into regular session at 9:19 PM.

16. Consider and take appropriate action regarding the appointment of members to the Public Art Subcommittee, Finance Subcommittee and Boards and Commissions Subcommittee (Mayor Fleury).

A motion was made by Mayor Pro Tem Sheridan to add Council members to the following Committees:

Boards and Commissions Committee – Jeff Beach

Finance Committee – Steve Flynn

Public Art Committee – LuAnne Oldham

The motion was seconded by Council Member Flynn. The motion passed unanimously.

17. Consider and take appropriate action regarding Executive Session (Mayor Fleury).

A motion was made by Mayor Pro Tem Sheridan to accept the resignation of Town Manager Wade Carroll. The motion was seconded by Council Member Oldham. The motion passed unanimously.

A motion was made by Mayor Pro Tem Sheridan to appoint Police Chief Patrick Arata to the Interim Town Manager position based on the terms agreed upon, effective March 29, 2023. The motion was seconded by Council Member Beach. The motion passed unanimously.

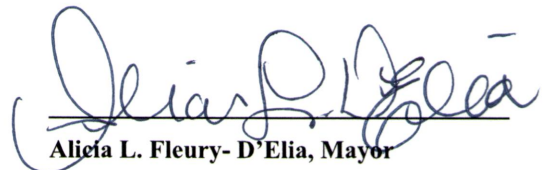
ADJOURN

Mayor Fleury adjourned the meeting at 9:26

ATTEST:



Anita Otterson, Town Secretary



Alicia L. Fleury- D'Elia, Mayor



1 Trophy Wood Drive, Trophy Club, TX 76262 | 682.237.2900 | info@trophyclub.org | trophyclub.org

To: Mayor and Town Council

From: Tony Jaramillo, Director of Parks and Recreation

CC: Wade Carroll, Town Manager
Anita Otterson, Town Secretary

Re: Discussion of new Pickleball courts' location and number within the Town of Trophy Club
Town Council Meeting, Tuesday, March 28, 2023

Agenda Item:

Consider and take appropriate action regarding a location and number of Pickleball Courts within the Town's parks system. (T. Jaramillo)

Strategic Link:

Nature & Beautification – Provide diverse year-round leisure opportunities through parks and trails.

Background and Explanation:

At the December 8, 2020 council meeting, staff provided a presentation on the possibility of having dedicated pickleball courts within the town's parks system. Staff was provided with direction to hire a qualified consultant for a recommendation on a location. At the April 27, 2021 council meeting, staff provided an update informing council that HALFF and Associates was selected to perform a needs assessment for the pickleball courts project. Lastly, at the June 8, 2021 council meeting, staff provided an update informing council that the pickleball court project was on a temporary hold because NISD was scheduled to construct new tennis courts at Medlin Middle School and courts would be available to the public.

Staff thought it would be appropriate to wait until NISD's new tennis courts were constructed before to see how the additional tennis courts might affect play in Trophy Club before determining how many dedicated pickleball courts should be constructed. Additionally, new dedicated pickleball courts were not a high priority for Trophy Club citizens based on the 2021 Citizen Survey.

The number of pickleball players in town has increased since last updating town council and staff recommends constructing a minimum of four dedicated pickleball courts within the town's parks system. Staff recently met with our selected qualified consultant from HALFF and Associates who determined that Harmony Park is the best location for the new pickleball court addition as shown on EXHIBIT Four (4). A soil study will need to be conducted to confirm the soil conditions under the proposed courts and to recommend possible soil treatment to reduce soil expansion in the decided location of the new courts. Below is a list of locations and associated approximate cost options that were considered for the project.

Exhibit	Description	New Courts	Approx. Cost
1	Harmony Park, Conversion of one existing tennis court	2	\$33,000
2	Harmony Park, Conversion of both existing tennis courts	4	\$47,000
3	Harmony Park, dedicated pickleball courts	3	\$200,000
4	Harmony Park, dedicated pickleball courts	4	\$300,000
**5	Independence Park West, dedicated pickleball courts	4	\$300,000

****Note:** Fiber Optic underground enclosure will need to be relocated, cost not included.

Staff received an estimate from a certified BuyBoard vendor for the construction of the pickleball courts, however, architectural design and engineering services will be required for this project. Additional estimated costs are included in the approximate costs mentioned above, including; pickleball court construction, contingency, design services, light poles, electrical service, courtside benches, turf reestablishment, irrigation and park sidewalk modification and paved access from the parking lot.

Financial Considerations:

Staff recommends utilizing Parkland Dedication Funds for this project; currently, there is approximately \$353,000 available in the fund balance.

Legal Review:

Not applicable

Board/Commission/ or Committee Recommendation:

Not applicable

Staff Recommendation:

Staff recommends the approval of EXHIBIT four (4).

Attachments:

- Power point presentation

Pickleball Courts

2023

76

HARMONY PARK



EXHIBIT ONE | TWO DEDICATED PICKLEBALL COURTS | ONE TENNIS COURT



EXHIBIT TWO | FOUR DEDICATED PICKLEBALL COURTS



HARMONY PARK

EXHIBIT THREE | THREE NEWLY CONSTRUCTED PICKLEBALL COURTS



HARMONY PARK

EXHIBIT FOUR| FOUR NEWLY CONSTRUCTED PICKLEBALL COURTS



INDEPENDENCE PARK WEST



INDEPENDENCE PARK WEST

EXHIBIT FIVE | TWO NEWLY CONSTRUCTED PICKLEBALL COURTS



Approx. Cost | \$300,000
**Fiber Optic enclosure will need to be relocated, cost not included.



Cabana Benches | ~~\$4,800~~ \$4,000 Each

TYPE OF CONSTRUCTION PLANS
FOR
TROPHY CLUB/HARMONY PARK PICKLEBALL
60% CONSTRUCTION PLAN

639 INDIAN CREEK DR.
ROANOKE, TEXAS 76262
JUNE 2023

ELECTRICAL ENGINEER

YAGGI ENGINEERING
5840 W. I-20, SUITE 270
ARLINGTON, TEXAS 76017
CONTACT: RAY TYLER
EMAIL:RTYLER@YAGGIENGINEERING.COM
TEL: (817) 483-2373

SURVEYOR

HALFF
4000 FOSSIL CREEK BLVD.
FORT WORTH, TX 76137
CONTACT: DOUG CALHOUN
EMAIL: DCALHOUN@HALFF.COM
TEL: (817) 847-1422

LANDSCAPE ARCHITECT

HALFF
4000 FOSSIL CREEK BLVD.
FORT WORTH, TX 76137
CONTACT: LAYNE OLIVO
EMAIL: LOLIVO@HALFF.COM
TEL: (817) 847-1422



LOCATION MAP

NOT TO SCALE

SHEET INDEX					
SHEET NUMBER	SHEET NAME	60% SUBMITTAL 2023-06-09			
L0.00	COVER SHEET	X			
L1.01	DEMOLITION PLAN	X			
L.301	GRADING PLAN	X			
L4.01	LAYOUT PLAN	X			
E1.0	SITE PLAN - ELECTRICAL	X			
E2.0	FLOOR PLAN - ELECTRICAL	X			
E3.0	FLOOR PLAN ELECTRICAL - ENLARGED DETAILS	X			
E4.0	PHOTOMETRICS - PICKLEBALL AND TENNIS	X			
E5.0	ELECTRICAL SCHEDULES AND ONE-LINE DIAGRAM	X			
E6.0	ELECTRICAL DETAILS	X			

SURVEYED DATE:

MAY 22, 2023

BENCHMARK(S):

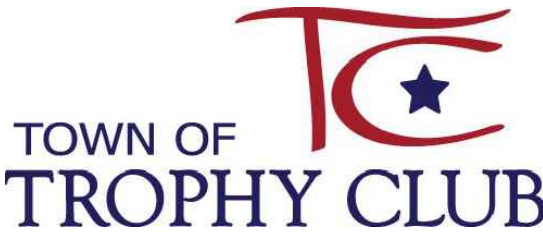
301 SNTP
N: 7050219.60'
E: 2373789.78'
ELEVATION: 635.808

103 SNTP
N: 7050422.06'
E: 2373619.95'
ELEVATION: 631.06'

PROPERTY LOCATION:

1. 639 INDIAN CREEK DR, TROPHY CLUB, TX 76262

OWNER/CLIENT:



1 TROPHY WOOD DRIVE,
TROPHY CLUB, TX 76262
TEL. (682) 237.2923
www.trophyclub.org

PREPARED BY:

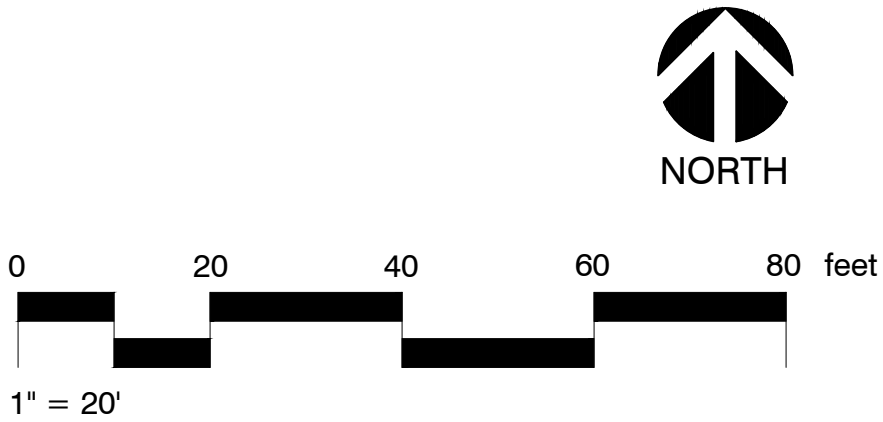
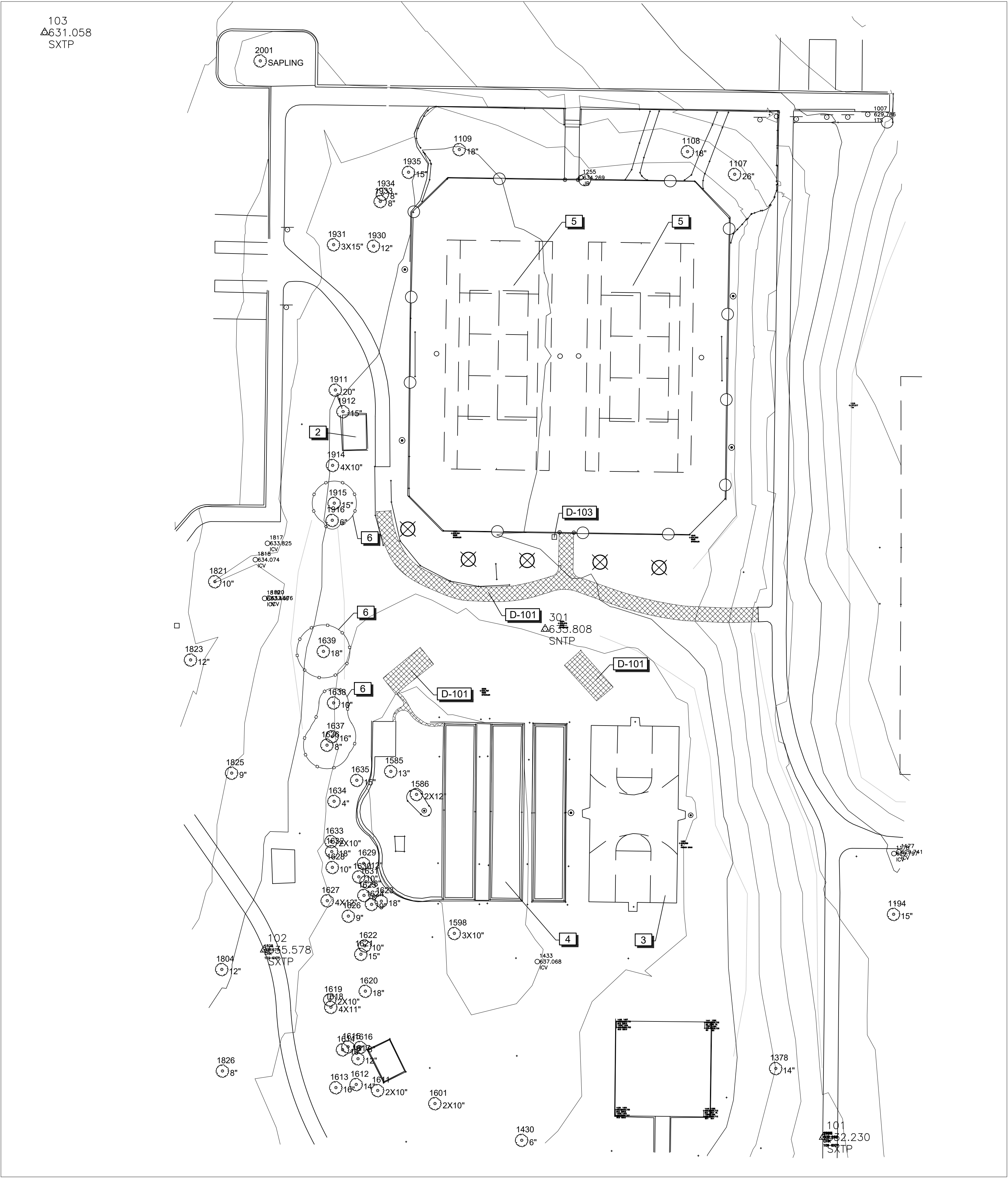


1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081-2275
TEL. (214) 346-6200 FAX (214) 739-0095
www.halff.com



Know what's below.
Call before you dig.

THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING SIZE, TYPE AND LOCATION OF UNDERGROUND, SURFACE, AND AERIAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT THE GEORGETOWN AREA "ONE CALL" SYSTEM AT 1-800-344-8377 (DIG TESS) 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION FOR EXISTING UTILITY LOCATIONS. THE CONTRACTOR SHALL ALSO BE FULLY RESPONSIBLE FOR FIELD VERIFYING LOCATIONS AND ELEVATIONS OF ALL EXISTING UTILITIES AFFECTED BY CONSTRUCTION FOR THIS PROJECT IN ORDER TO AVOID DAMAGING THOSE UTILITIES, AND SHALL IMMEDIATELY ARRANGE FOR REPAIR AND RESTORATION OF CONTRACTOR- DAMAGED UTILITIES TO THE UTILITY COMPANY'S APPROVAL AT THE EXPENSE OF THE CONTRACTOR.



KEY LEGEND

- EXISTING TREE TO BE REMOVED
- TREE PROTECTION

REFERENCE NOTES SCHEDULE			
SYMBOL	DESCRIPTION	QTY	DETAIL
2	PICNIC TABLE TO REMAIN		
3	BASKETBALL COURT TO REMAIN		
4	BOCCI BALL COURTS WITH SHADE COVERS TO REMAIN		
5	TENNIS COURTS TO BE RESURFACED		
6	TREE PROTECTION		
DEMOLITION			
SYMBOL	DESCRIPTION	QTY	DETAIL
D-101	CONCRETE TO BE DEMOLISHED	1,127 sf	
D-103	LIGHT CONTROL BOX TO BE REMOVED, REF. ELECTRICAL PLANS		

TROPHY CLUB/
HARMONY PARK
PICKLEBALL COMPLEX
Roanoke, Texas



REVISION		DESCRIPTION
NO.	DATE	

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

LAYNE J. OLIVO 2070
NAME PLAN NO.
DATE 6/9/2023
TBPELS ENGINEERING FIRM #F-312

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:

[ENGINEER NAME HERE]
P.E. # 000000 ON 6/9/2023.

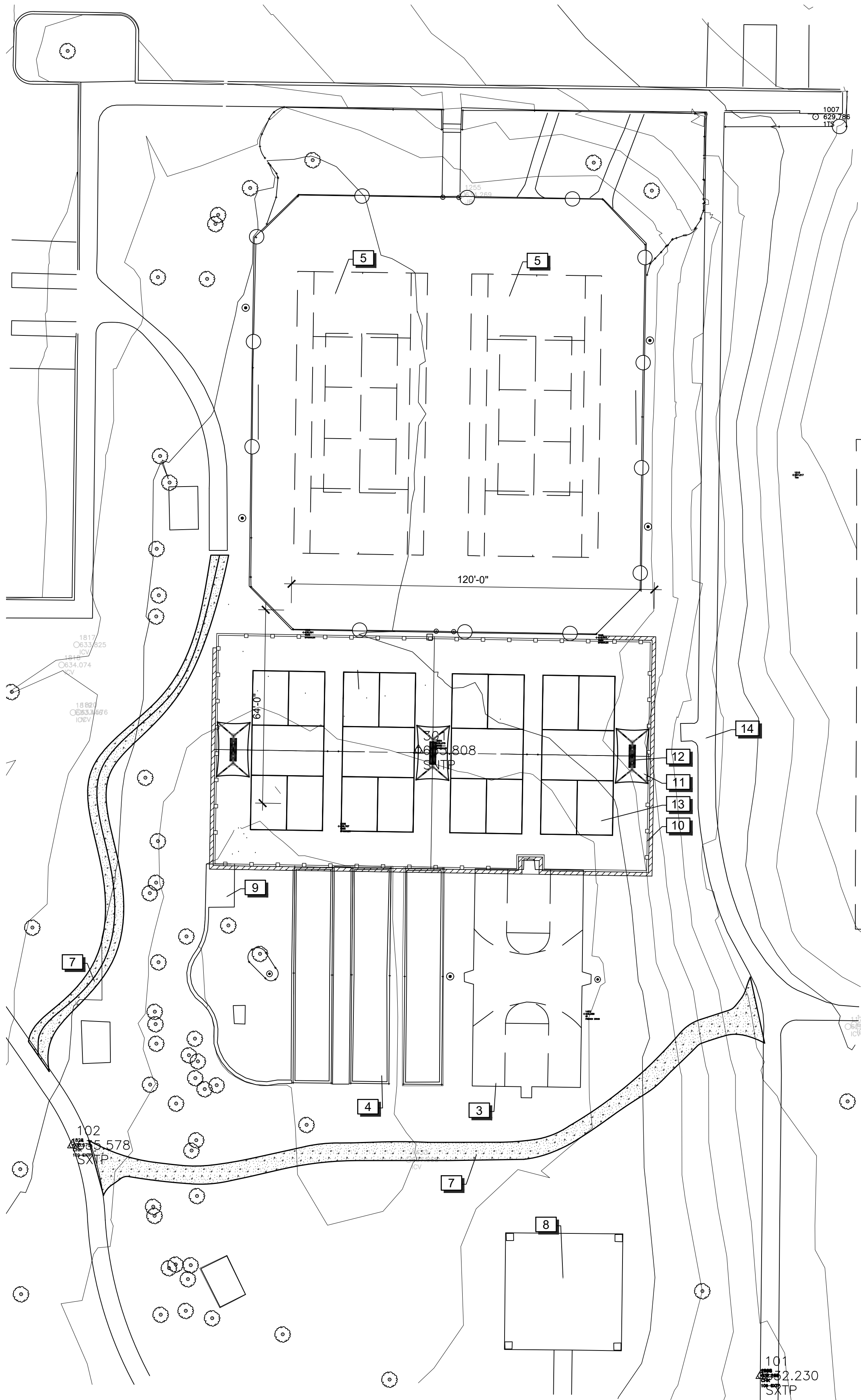
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

THE RECORD COPY OF THIS DRAWING IS ON FILE AT THE OFFICES OF:

HALFF ASSOCIATES, INC.
1201 NORTH BOWSER ROAD
RICHARDSON, TEXAS 75081
TBPELS ENGINEERING FIRM #F-312

PROJECT NO.: 54582
ISSUED: 06-09-2023
DRAWN BY: ST
CHECKED BY: LJO
SCALE: AS SHOWN
SHEET TITLE

DEMOLITION AND
TREE PROTECTION PLAN



SITE PLAN - OPTION A



SITE PLAN - OPTION B

REFERENCE NOTES SCHEDULE - A		
SYMBOL	DESCRIPTION	QTY
3	BASKETBALL COURT TO REMAIN	
4	BOCCI BALL COURTS WITH SHADE COVERS TO REMAIN	
5	TENNIS COURTS TO BE RESURFACED	
7	NEW PROPOSED WALKWAY	2,046 sf
8	RESTROOM AND CONCESSION TO REMAIN	
9	CONCRETE PAD	
10	6" PERIMETER FENCE	
11	USA SHADE 2-POST HIP STUCTURE	
12	DUMOR BENCH MODEL 120-60	
13	PICKLEBALL COURT	
14	WALKWAY TO REMAIN	

REFERENCE NOTE SCHEDULE - B		
SYMBOL	DESCRIPTION	QTY
3	BASKETBALL COURT TO REMAIN	
4	BOCCI BALL COURTS WITH SHADE COVERS TO REMAIN	
5	TENNIS COURTS TO BE RESURFACED	
7	NEW PROPOSED WALKWAY	1,640 sf
8	RESTROOM AND CONCESSION TO REMAIN	
9	CONCRETE PAD	
10	6" PERIMETER FENCE	
11	USA SHADE 2-POST HIP STUCTURE	
12	DUMOR BENCH MODEL 120-60	
13	PICKLEBALL COURT	
14	WALKWAY TO REMAIN	

TROPHY CLUB/
HARMONY PARK
PICKLEBALL COMPLEX
Roanoke, Texas

4000 FOSSIL CREEK BLVD.
ROANOKE, TEXAS 76137-2720
TEL: (817) 847-1422

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY

FOR INTERIM REVIEW ONLY

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LAYNE J. OLIVO 2070
NAME PLAN NO.
DATE 6/9/2023
TBPELS ENGINEERING FIRM #F-312

PROJECT NO.: 54582

ISSUED: 06-09-2023

DRAWN BY: ST

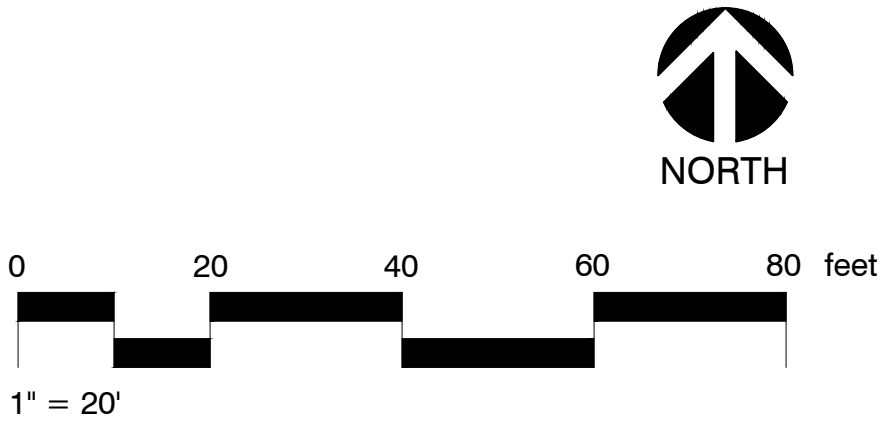
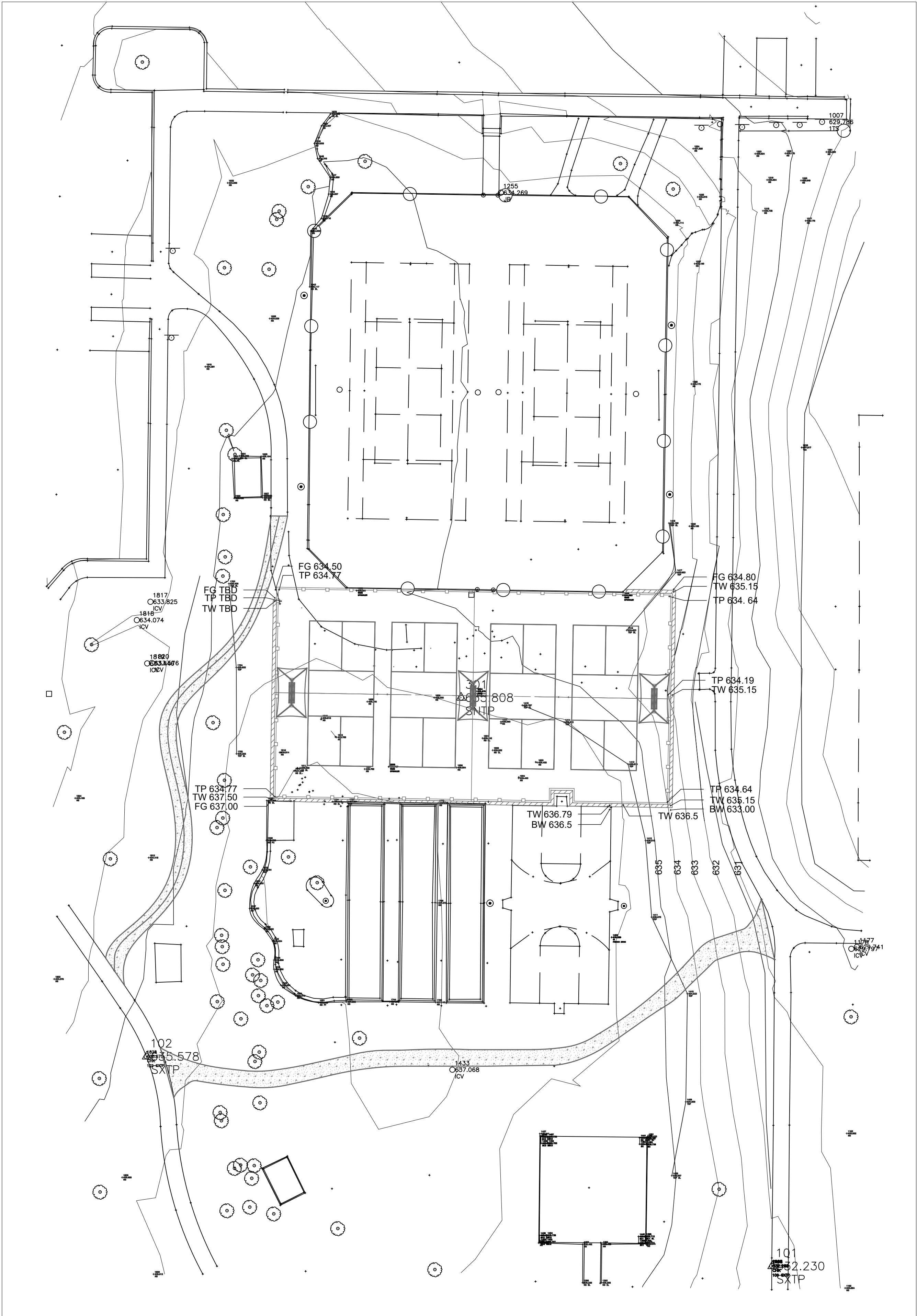
CHECKED BY: LJO

SCALE: AS SHOWN

SHEET TITLE

SITE PLAN

L2.01



- LEGEND**
- .244 — — EXISTING CONTOUR LINES
 - .244 — — PROPOSED CONTOUR LINES
 - - - - - SWALE CENTERLINE
 - 44.70** PROPOSED SPOT GRADES
 - (44.70)** EXISTING SPOT GRADES
 - TP** TOP OF PAVING
 - TC** TOP OF CURB
 - GUT** GUTTER ELEVATION
 - BW** BOTTOM OF WALL
 - TW** TOP OF WALL
 - BS** BOTTOM OF STEP
 - TS** TOP OF STEP
 - BR** BOTTOM OF RAMP
 - TR** TOP OF RAMP
 - TI** TOP OF INLET
 - HPS** HIGH POINT OF SWALE
 - LP** AREA LOW POINT
 - ME** MATCH EXISTING GRADE
 - TMH** TOP OF MANHOLE

**TROPHY CLUB/
HARMONY PARK
PICKLEBALL COMPLEX**
Roanoke, Texas

4000 FOSSIL CREEK BLVD.
ROANOKE, TEXAS 76137-2720
TEL: (817) 847-1422

REVISION		DESCRIPTION
NO.	DATE	

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

LAYNE J. OLIVO 2070
NAME: PLAN NO.
DATE: 6/9/2023
TBPELS ENGINEERING FIRM #F-312

PROJECT NO.: 54582

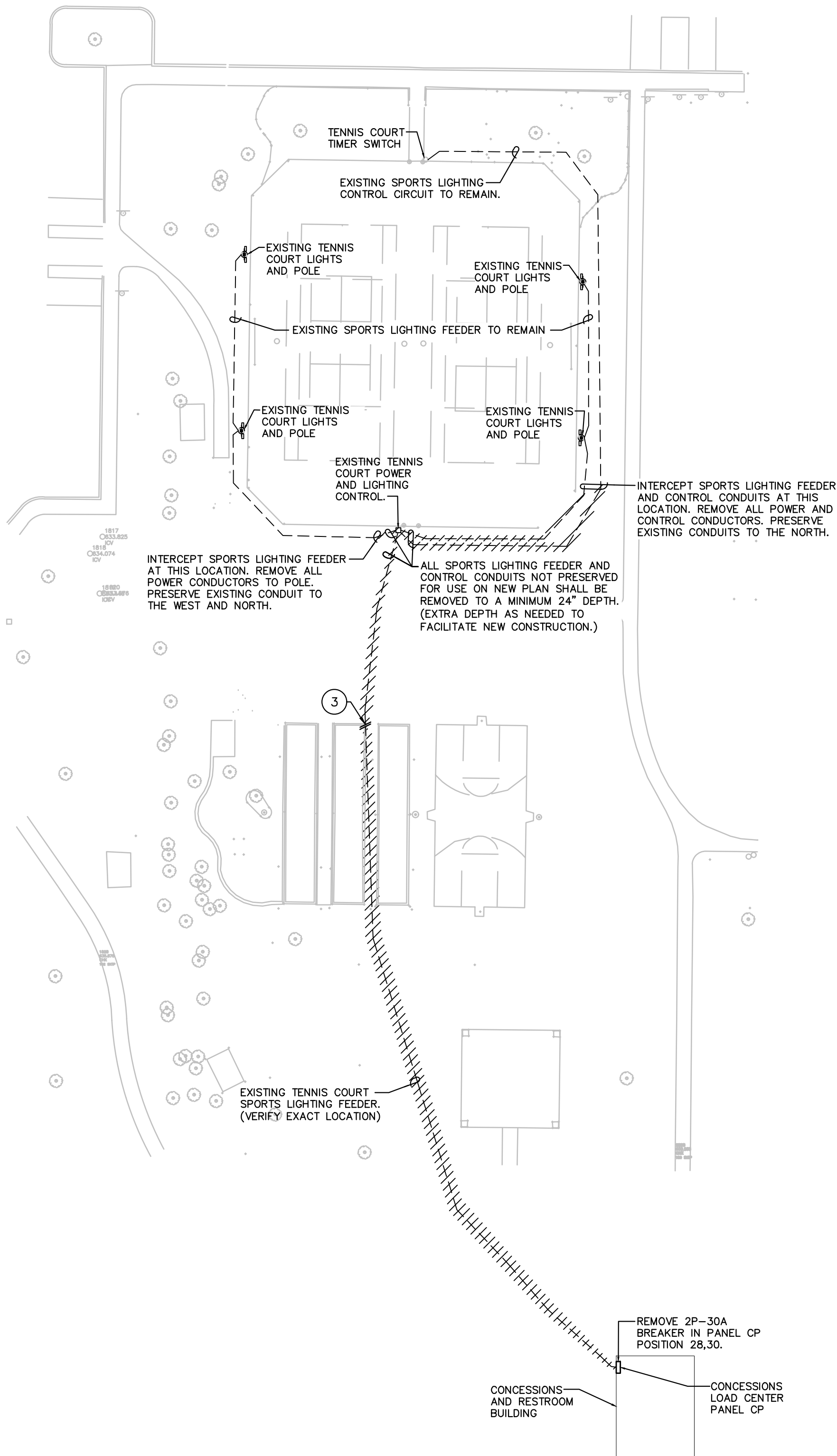
ISSUED: 06-09-2023

DRAWN BY: ST

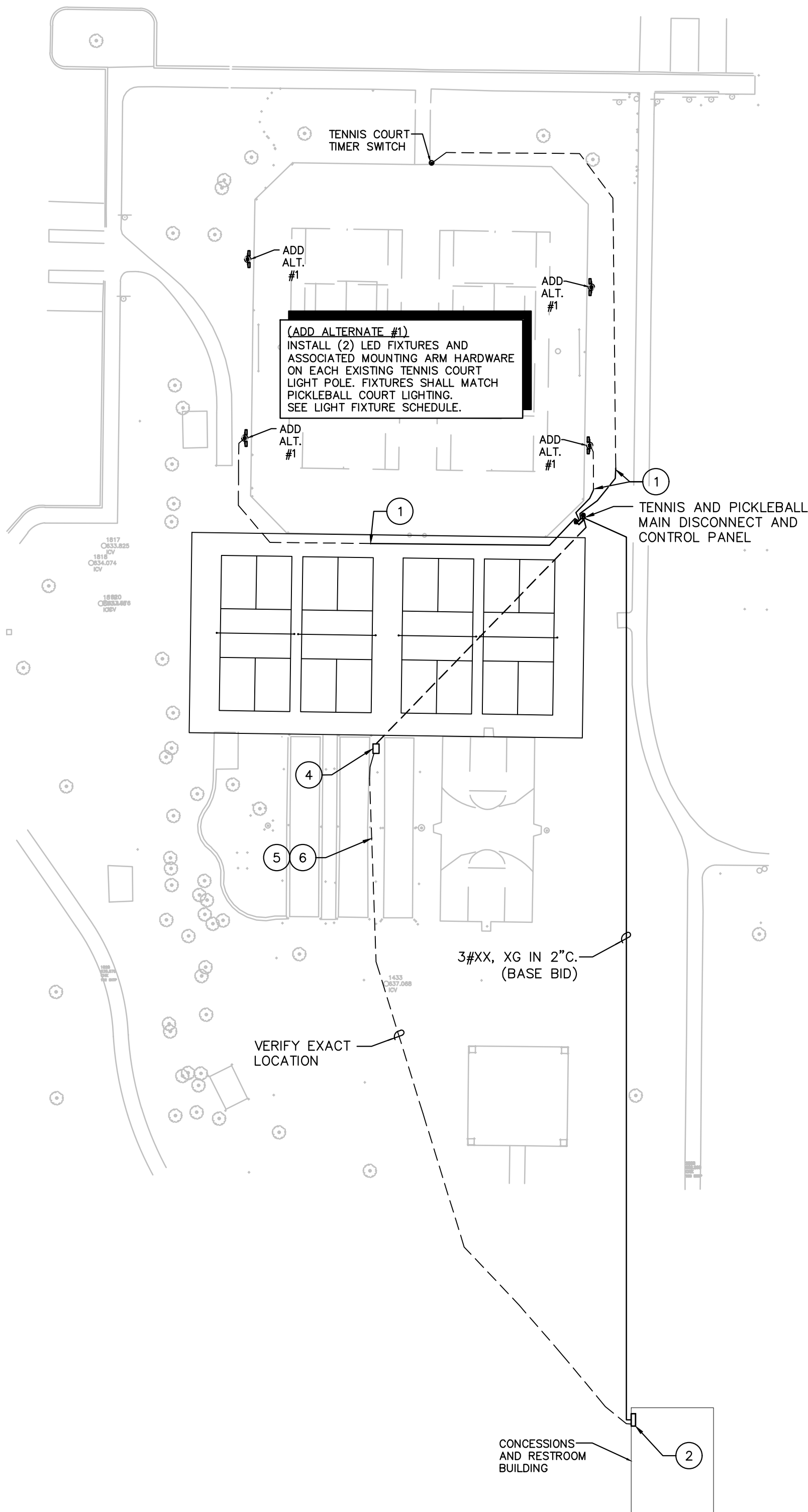
CHECKED BY: LJO

SCALE: AS SHOWN

SHEET TITLE



1 SITE PLAN POWER AND LIGHTING - DEMOLITION
SCALE: 1"=30'-0"



2 SITE PLAN POWER AND LIGHTING
SCALE: 1"=30'-0"

GENERAL NOTES

- SUBMIT SHOP DRAWING FOR ROUTING OF SITE CONDUITS FOR OWNER, ARCHITECT AND ENGINEER APPROVAL PRIOR TO TRENCHING.
- ALL CONDUITS SHALL BE SCHEDULE 40 PVC AND MINIMUM OF 30" BELOW GRADE UNLESS OTHERWISE NOTED. DEPTHS SHALL BE INCREASED AS NECESSARY TO COORDINATE WITH OTHER WORK AND AS REQUIRED BY UTILITY COMPANIES TO MAINTAIN SEPARATION FROM OTHER UTILITIES.
- VERIFY EXACT LOCATION OF ALL EXISTING UTILITIES, IRRIGATION PIPING, IRRIGATION WIRING, TELEPHONE, GAS, NETWORK FIBER, CONDUITS, ETC. CONTACT 811 PRIOR TO EXCAVATION. ALL EXISTING UTILITIES ARE NOT SHOWN. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION AND TO DETERMINE AND VERIFY THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION.
- ALL TRENCHES SHALL BE FILLED, LEVELED AND COMPACTED TO 95%.
- CONDUIT ROUTING SHOWN IS DIAGRAMMATIC. CONTRACTOR SHALL ADJUST ROUTING AS REQUIRED TO RESOLVE ANY CONFLICTS WITH EXISTING UTILITIES AND NEW WORK.
- ALL LOCATIONS SHOWN FOR LIGHT FIXTURES, POLES, IN-GRADE PULL BOXES ELECTRICAL CABINETS, J-BOXES, SUMP PUMPS, RECEPTACLES, SPEAKERS, ETC. SHALL BE STAKED IN FIELD FOR REVIEW AND APPROVAL BY ARCHITECT, ENGINEER, AND OWNER PRIOR TO ROUGH-IN.
- CONTRACTOR SHALL OBTAIN FROM MANUFACTURER POINT-BY-POINT ILLUMINATION CALCULATIONS, GREY SCALE ILLUMINATION PLOT AS WELL AS RECOMMENDED BEAM PATTERN FOR EACH APPLICATION. CONTRACTOR SHALL PROVIDE ALL CALCULATIONS WITH LIGHTING FIXTURE SUBMITTALS.
- CONDUCTOR SIZES SHOWN ARE A MINIMUM. PROVIDE INCREASED CONDUCTOR AND CONDUIT SIZES AS REQUIRED TO LIMIT VOLTAGE DROP TO LESS THAN 2%.
- PIGTAIL CONDUCTORS AS NECESSARY TO TERMINATE AT POLES, POWER SUPPLIES, FIXTURES, WIRING DEVICES, ETC.
- PROVIDE ADDITIONAL PULL BOXES AS REQUIRED. SUBMIT PROPOSED LOCATIONS FOR APPROVAL.
- PROVIDE QUANTITIES OF LIGHTING CONTROL COMPONENTS, ASSOCIATED DRIVERS, POWER SUPPLIES, CONDUCTORS, CABLES, HOA SWITCHES, CONTACTORS, CONNECTORS, ETC. TO ENSURE CONTROLLABILITY BY THE EXISTING CITY OF TROPHY CLUB (COTC).

NOTES BY SYMBOL

- INTERCEPT EXISTING SPORTS LIGHTING FEEDERS AND INSTALL TO TENNIS / PICKLEBALL CONTROL PANEL. SEE DETAIL ON SHEET E3.0. INSTALL PULL BOXES AS REQUIRED.
- REPLACE BREAKER IN PANEL CP 28,30. SEE PANEL SCHEDULE FOR AMPERAGE INFORMATION.
- ALTERNATE #2. INTERCEPT EXISTING TENNIS COURT FEEDER CONDUIT AND CONDUCTORS JUST OUTSIDE PICKLEBALL COURT CONSTRUCTION SITE. REMOVE CONDUCTORS BACK TO SOURCE. PRESERVE EXISTING CONDUIT TO SOUTH FOR EXTENSION TO TENNIS /PICKLEBALL MAIN DISCONNECT.
- ALTERNATE #2. INSTALL PULL BOX PB-1. REWORK EXISTING CONDUIT AS REQUIRED. INSTALL 2" CONDUIT FROM PB-1 TO TENNIS/PICKLEBALL MAIN DISCONNECT.
- ALTERNATE #2 INSTALL FEEDER CONDUCTORS FROM PANEL CP TO TENNIS/PICKLEBALL MAIN DISCONNECT.
- CONTRACTOR SHALL PROVIDE A COST SAVINGS DEDUCTION TO THE PROJECT PRICING IF ALTERNATE #2 IS ACCEPTED.

TROPHY CLUB/
HARMONY PARK
PICKLEBALL COMPLEX
Roanoke, Texas



4000 FOSSIL CREEK BLVD.
ROANOKE, TEXAS 76205
TEL: (817) 847-1422

PRELIMINARY 60% SD

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF R. TIM YAGGI, P.E. 57030 ON 06/09/23. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

YE
Yaggi Engineering, Inc.
CONSULTING ENGINEERS
5540 INTERSTATE 20 WEST, SUITE 270
ARLINGTON, TEXAS 76017 • 817-453-2373
TEXAS REGISTRATION # 9622

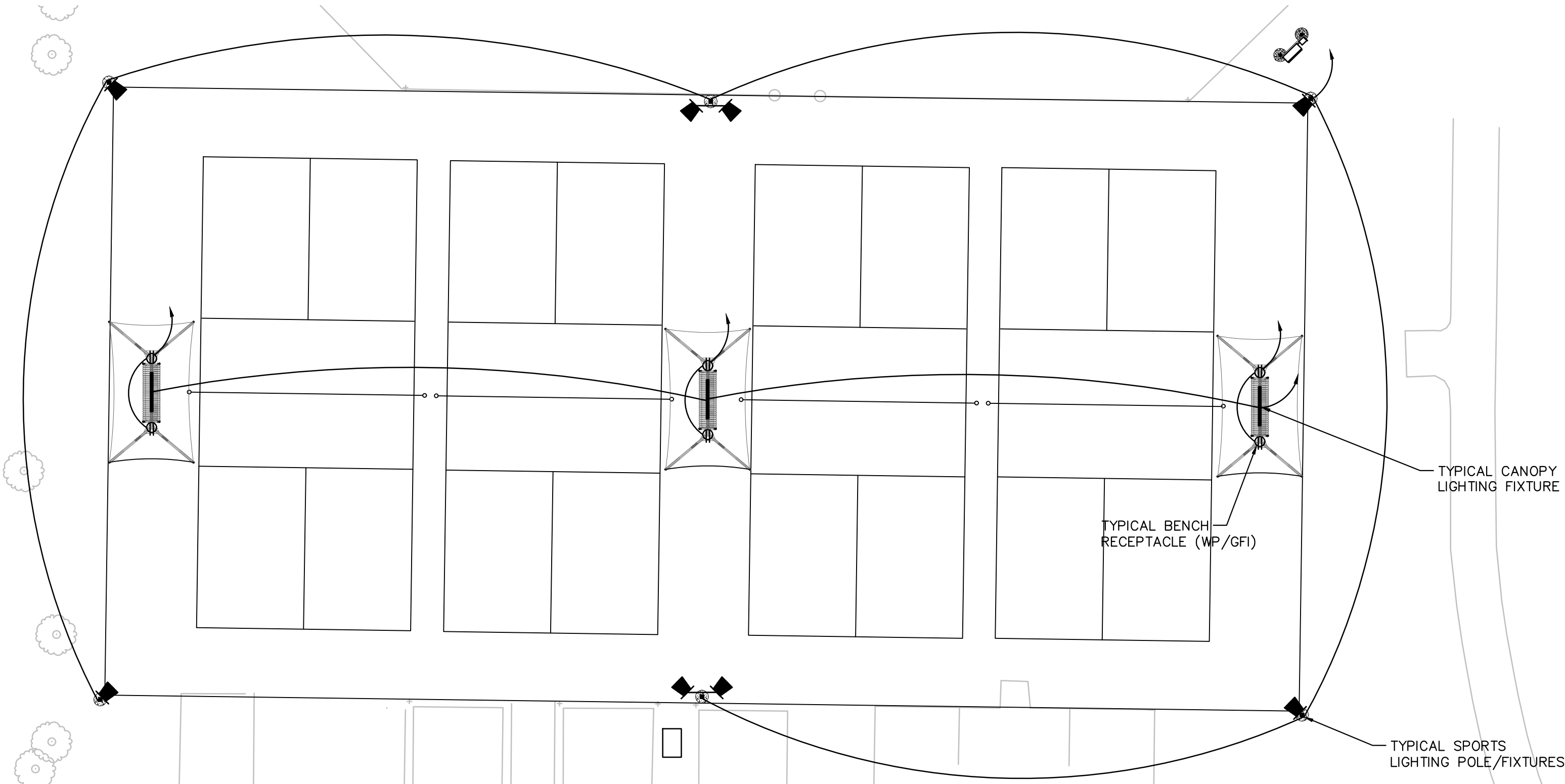
PROJECT NO.: 54582
ISSUED: 06-09-2023
DRAWN BY: RLT
CHECKED BY: RTY
SCALE: AS SHOWN
SHEET TITLE

SITE PLAN - ELECTRICAL

E1.0

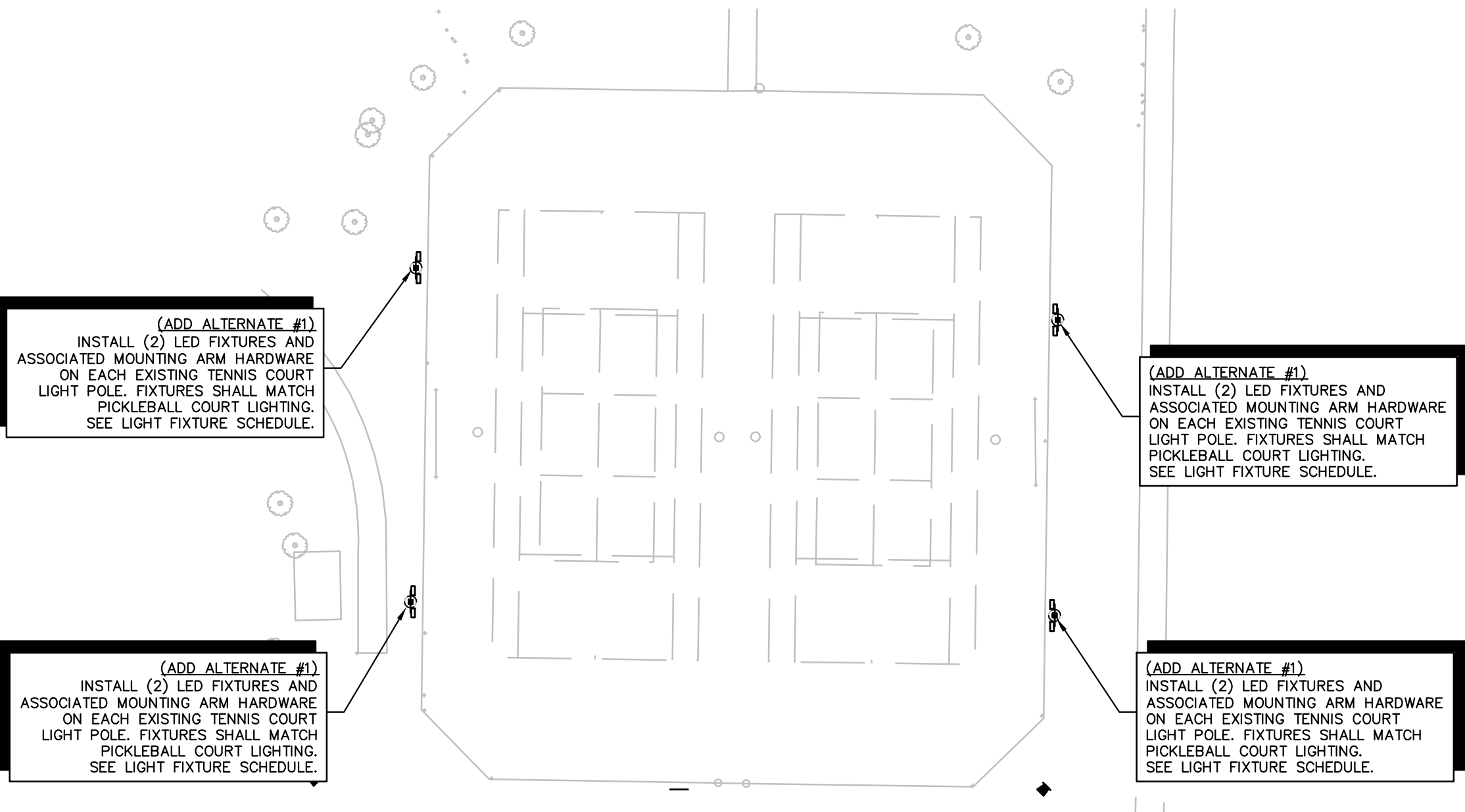
7
.825

20
3.576



2 PARTIAL SITE PLAN- PICKLEBALL LIGHTING AND POWER
SCALE: 1"=10'-0"

1 FLOOR PLAN- TENNIS LIGHTING (ALTERNATE No.1)
SCALE: 1"=20'-0"



GENERAL NOTES

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TROPHY CLUB/
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PICKLEBALL COMPLEX
Roanoke, Texas

half
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TEL: (817) 847-1422

REVISION NO.	DATE	DESCRIPTION

PRELIMINARY 60% SD

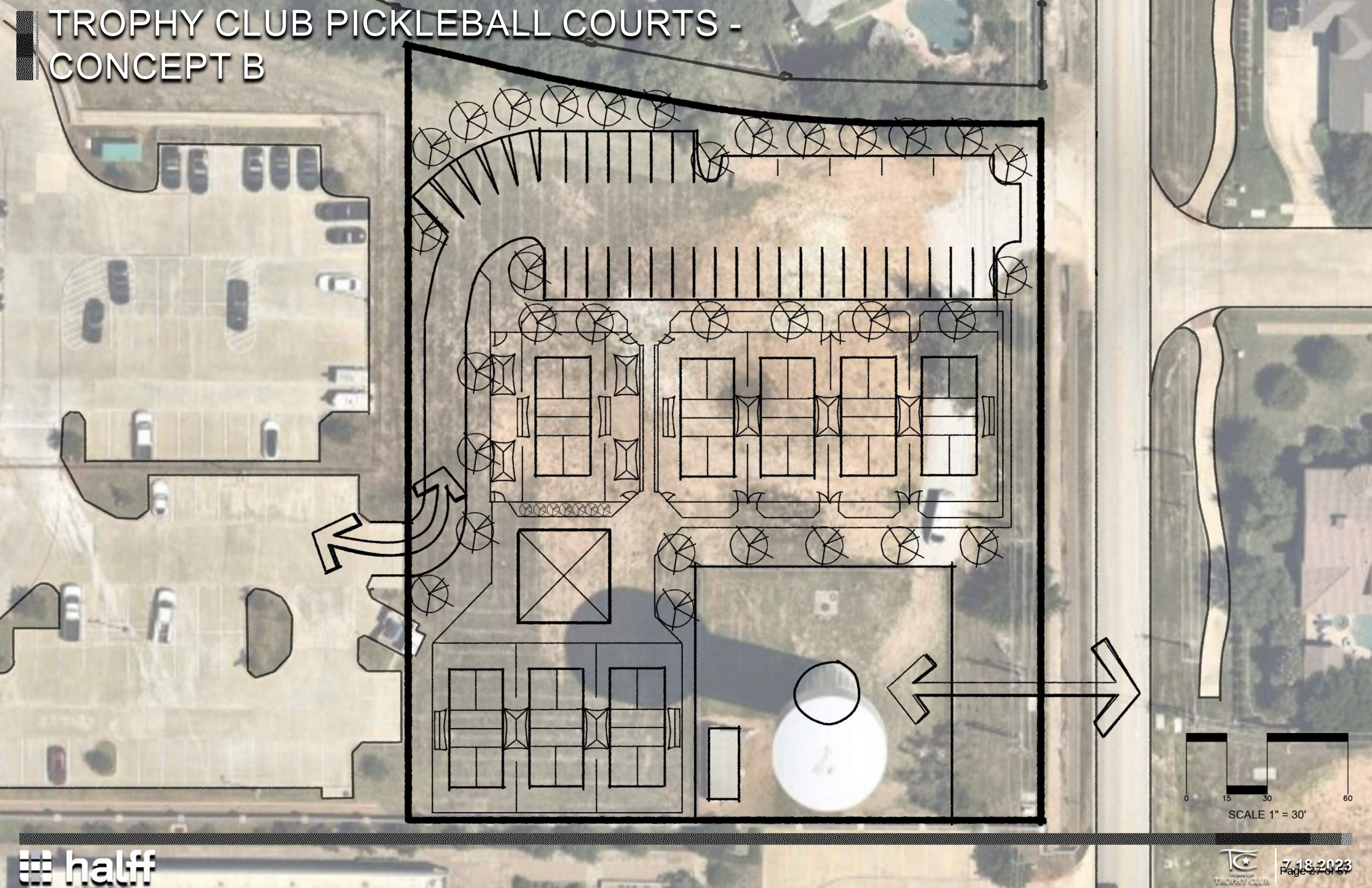
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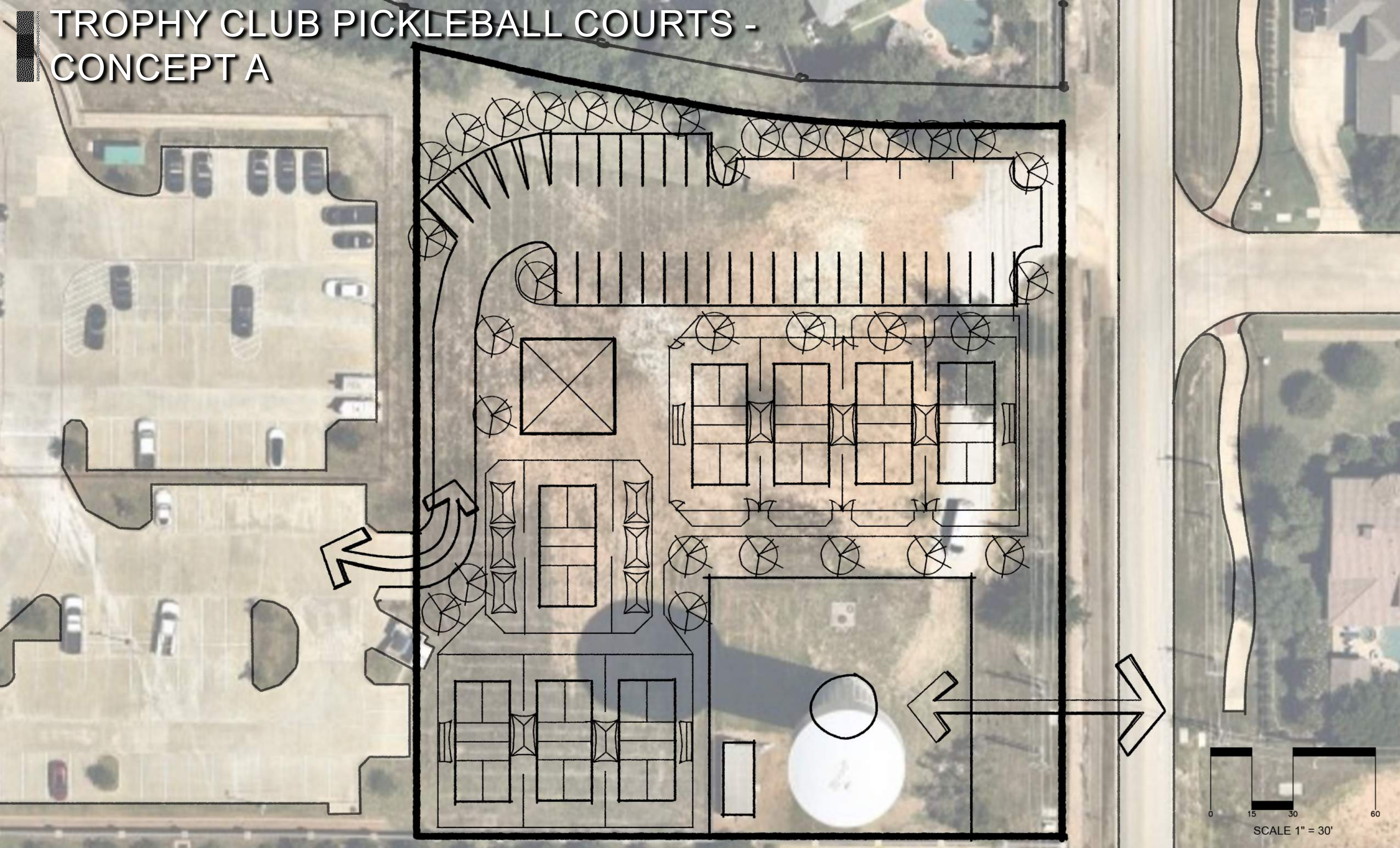
PROJECT NO.: 54582
ISSUED: 06-09-2023
DRAWN BY: RLT
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SCALE: AS SHOWN
SHEET TITLE
FLOOR PLAN - ELECTRICAL

E2.0

TROPHY CLUB PICKLEBALL COURTS - CONCEPT B



TROPHY CLUB PICKLEBALL COURTS - CONCEPT A



0 15 30 60
SCALE 1" = 30'



OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Trophy Club, Pickleball Courts - Option B
Trophy Club, TX

10/30/2023

TNP JOB # TRO 23006

UNIT	CATEGORY	TOTAL
I	EARTHWORK & SITE IMPROVEMENTS	\$120,000.00
II	ONSITE PAVING IMPROVEMENTS	\$180,000.00
III	ONSITE WATER IMPROVEMENTS	\$40,000.00
IV	ONSITE SEWER IMPROVEMENTS	\$8,000.00
V	PICKLEBALL COURTS (INCLUD. BLEACHERS, LIGHTING & SHADE STRUCTURES)	\$1,280,000.00
VI	RESTROOM/CONCESSIONS BUILDING	\$350,000.00
VII	LANDSCAPE & IRRIGATION	\$30,000.00
	SUBTOTAL	\$2,010,000.00
	20% CONTINGENCY	\$410,000.00
	TOTAL CONSTRUCTION COST	\$2,420,000.00
	* Cost includes all bonds and general conditions.	
	** Construction must be sequenced in such a manner to allow traffic flow.	
	*** Cost does not include all franchise utility relocations.	
	Basis for Cost Projection	
	☒ No Design Completed	
	☐ Preliminary Design	
	☐ Final Design	

TROPHY CLUB PICKLEBALL PARK -- *PRELIMINARY* COST ESTIMATES 17-Oct-23

LINE #		----- PHASE 1 POSSIBILITIES -----					
		TNP OPINION 2-OCT FULL BUILD-OUT		SCENARIO #1 4 Courts & RRs		SCENARIO #2 3 Courts & RRs	
		% or QTY	TOTAL \$K	% or QTY	TOTAL \$K	% or QTY	TOTAL \$K
	SITE PREP:						
1	Earthwork & Site Improvements	100%	150				
2	Onsite Water Improvements	100%	40				
3	Onsite Sewer Improvements	100%	8				
4	SITE PREP SUBTOTAL		198	100%	198	100%	198
	PICKLEBALL COURTS:						
5	Regular @ \$155/court in 3-Block	6	930	3	465	3	465
6	Stadium Court @ \$190	1	190	1	190	0	0
7	COURTS SUBTOTAL	7	1,120	4	655	3	465
8	PAVING IMPROVEMENTS	100%	200	20%	40	20%	40
9	RESTROOM & CONCESSION BUILDING	100%	350	50%	175	100%	350
10	LANDSCAPE & IRRIGATION	100%	40	75%	30	75%	30
			=====		=====		=====
11	PROJECT SUBTOTAL		1,908		1,098		1,083
12	CONTINGENCY %	20%	382	10%	110	10%	108
13	TOTAL CONSTRUCTION COST		2,290		1,208		1,191
14	TNP FEE @ 8%		183		97		95
			=====		=====		=====
15	TOTAL PROJECT COST		2,473		1,304		1,287



AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – Pickleball Courts

TNP PROJECT NUMBER: TRO 23XXX

CLIENT: Town of Trophy Club
Patrick Arata, Interim 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 Surveying, Civil Engineering, Electrical Engineering and Geotechnical Engineering services associated with the proposed Pickleball Complex adjacent to the existing Town Hall building 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: \$6,000 for topographic surveying; \$90,000 for civil engineering; \$15,000 for electrical engineering; \$10,000 for geotechnical engineering; \$29,000 for construction administration, which includes expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the CONSULTANT shall be due in monthly installments based on the CONSULTANT's estimate of the percentage of the 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 be 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 Easements or ROW Acquisitions;
- 3) Preparation of Encroachment or Access Agreements;
- 4) Abstract Services or Easement Research;
- 5) Participation in real property acquisition;
- 6) SUE Services;
- 7) Environmental Assessments;
- 8) Franchise Utility Extensions or Relocations;
- 9) Water of Sanitary Sewer Studies;
- 10) Screen Wall Design;
- 11) Storm Water Pollution Prevention Plan (SWPPP); Erosion Control Plan is included
- 12) Traffic Impact Analysis (TIA) or Traffic Management Plan (TMP);
- 13) TxDOT Turn Lanes (Acceleration or Deceleration);
- 14) LEED Certification Design;
- 15) Public Offsite Improvements or Extensions;
- 16) Detention Pond Design;
- 17) Lift Station Design;
- 18) Onsite Water Storage Tank or Fire Pump System;
- 19) Permitting;
- 20) 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:  _____

Title: Executive Vice President

Date: December 14, 2023

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 - Pickleball Complex
Client: Town of Trophy Club
TNP Project #: TRO23XXX
Date: 11.06.2023

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 precautions a selected or

Project Name: Trophy Club - Pickleball Complex

Client: Town of Trophy Club

TNP Project #: TRO23XXX

Date: 11.06.2023

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.

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

Project Name: Trophy Club - Pickleball Complex

Client: Town of Trophy Club

TNP Project #: TRO23XXX

Date: 11.06.2023

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

TOPOGRAPHIC SURVEY

Provide a topographic survey of existing site as shown on Attachment 'D' for the pickleball complex. The survey will include but is not limited to surveying of existing site features and all underground and above ground utilities as available from information provided by DigTESS. Grade elevation contours at 1-foot intervals will be developed with spot elevations on pavements and structures; location of significant trees and an outline of major existing vegetation areas (if applicable). Based on available records, the property is platted and no platting is anticipated. The survey will be generated in AutoCAD 2020.

Topographic Survey will include the following items:

- Establish horizontal control points as needed throughout the project.
- Establish vertical benchmarks as needed throughout the project. The elevations will be per the City datum.
- The visible improvements such as fences, buildings, signs, etc. will be located and shown on the survey.
- Elevations obtained within the area outlined in the attached Exhibit
- Visible utilities such as power poles, manholes and valves.

CIVIL ENGINEERING / ELECTRICAL ENGINEERING

Upon completion of the topographic design survey, CONSULTANT will begin design for the pickleball courts and will coordinate as necessary to interface with the CLIENT and provide periodic updates, as well as meet with Staff to review scope, estimates and schedules. Once final plans have been completed, CONSULTANT will deliver original plan documents with Engineer's seal/signature, sufficient for printing and distribution. CONSULTANT will prepare final cost opinions upon delivery of final contract documents to confirm project budget and will present to the Staff the overall project design, cost and schedule as necessary prior to bidding.

Project Deliverables

- | | |
|-----------------------------------|---|
| • Existing Topography Plan | • Pickleball Court Layout Plan & Design |
| • Demo Plan | • Pickleball Court Details |
| • Site & Dimensional Control Plan | • Illumination Plan & Details |
| • Grading & Erosion Control Plan | |
| • Civil Details & Specification | |

GEOTECHNICAL ENGINEERING

Geotechnical investigation will be done to obtain subsurface data, perform laboratory tests and to develop geotechnical recommendations for the proposed Pickleball courts. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area that the work is performed. Scope includes two (2) borings within the area of the proposed improvements.

CONSTRUCTION ADMINISTRATION

Once plans are approved to move forward to bidding, CONSULTANT will reproduce the contract documents for distribution to perspective bidders and will represent the plans and answer questions to perspective bidders and issue addendums as necessary. CONSULTANT will represent the CLIENT at the bid opening to receive and open bids and prepare a bid tabulation of the bids and 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.

CONSULTANT will facilitate the execution of the contract documents by the approved low bidder. Once the contracts are executed, CONSULTANT will prepare for and facilitate a preconstruction conference with the contractor, his subcontractor and Town staff. CONSULTANT will provide construction administration to represent the Town during construction and provide onsite representation to administer the contract as necessary and to facilitate the oversight of construction including inspections. CONSULTANT will provide written responses to RFI's, Change Orders or other written documents required for completion of the work as well as review pay applications from the contractor.

Provide on-site inspection of the improvements during the construction. Inspections will be necessary site visits to confirm the grading, form work, steel and concrete placement and installation of improvements. At the completion of the work and upon notification from the Client, TNP will prepare a written punch list with a follow up to any outstanding items or issues until Final Acceptance.

- Attend pre-con meeting and pre-installation meetings as necessary.
- Review shop drawings and submittals related to site work construction.
- Answer contractor requests for information (RFI's) during construction.
- Assist Architect in preparation of any required site work changes.
- Attend Owner-Architect-Contractor (OAC) meetings for the duration of construction of all civil work (anticipated 12-14 meetings).
- Any site observations for civil construction will occur at the same time as the OAC meetings.
- Upon substantial completion, prepare written punch list for noncompliant items.
- Upon completion of punch list items, re-walk site to confirm compliance.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

*Effective January 1, 2023 **

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	\$290
Team Leader	\$275
Senior Project Manager	\$270
Project Manager	\$230
Senior Engineer	\$280
Project Engineer	\$180
Senior Structural Engineer	\$285
Structural Engineer	\$200
Engineer III/IV	\$160
Engineer I/II	\$135
Senior Landscape Architect/Planner	\$280
Landscape Architect / Planner	\$200
Landscape Designer	\$140
Senior Designer	\$185
Designer	\$160
Senior CAD Technician	\$150
CAD Technician	\$120
IT Technician	\$180
Clerical	\$85
ROW Manager	\$250
Senior ROW Agent	\$185
ROW Agent	\$145
Relocation Agent	\$185
ROW Admin	\$100
Intern	\$80

Surveying	Hourly Billing Rate
Survey Manager	\$290
Registered Professional Land Surveyor (RPLS)	\$250
Field Coordinator	\$155
S.I.T. or Senior Survey Technician	\$150
Survey Technician	\$130
1-Person Field Crew w/Equipment**	\$160
2-Person Field Crew w/Equipment**	\$190
3-Person Field Crew w/Equipment**	\$215
4-Person Field Crew w/Equipment**	\$235
Flagger	\$60
Abstractor (Property Deed Research)	\$100
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$450
Terrestrial Scanning Equipment & Crew	\$280

Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	\$180
Utility Coordinator	\$160
SUE Field Manager	\$180
Sr. Utility Location Specialist	\$180
Utility Location Specialist	\$110
1-Person Designator Crew w/Equipment***	\$155
2-Person Designator Crew w/Equipment***	\$200
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$320 (4 hr. min.)
Core Drill (equipment only)	\$800 per day
SUE QL-A Test Hole (0 < 8 ft)***	\$2,300 each
SUE QL-A Test Hole (> 8 < 15 ft)***	\$2,800 each

Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	\$110
Construction Inspector III	\$135
Senior Construction Inspector	\$150
Construction Superintendent	\$185
Construction Manager	\$220
Senior Construction Manager	\$270
Construction Records Keeper	\$120

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 2023 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		
Topographic Survey	\$6,000	Fixed Fee
Civil Engineering	\$90,000	Fixed Fee
Electrical Engineering	\$15,000	Fixed Fee
Geotechnical Engineering	\$10,000	Fixed Fee
Construction Administration	\$29,000	Fixed Fee
TOTAL FEE	\$150,000	



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
Topographic Survey					
Civil Engineering					
Electrical Engineering					
Geotechnical Engineering					
Construction Administration					

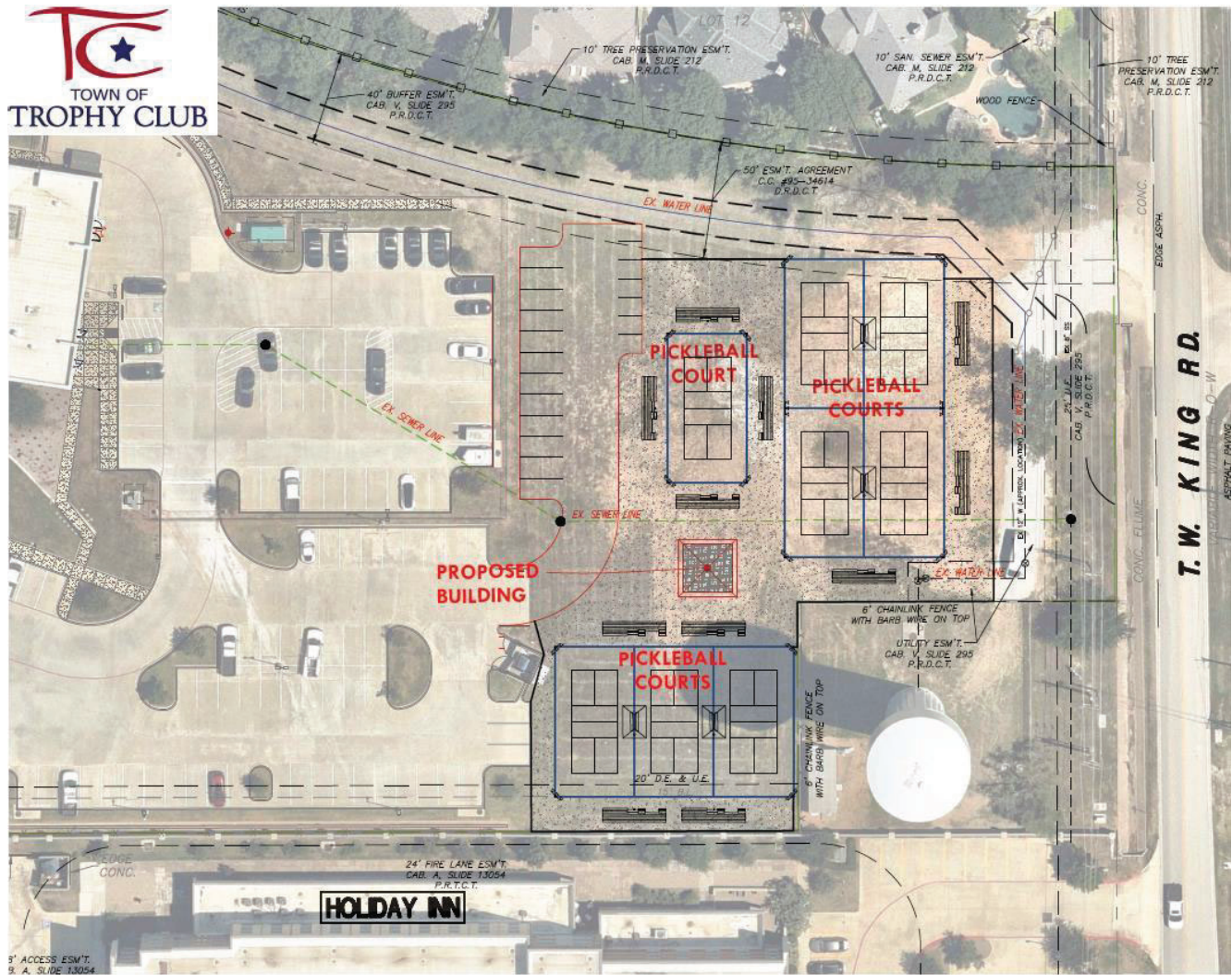
Total

Invoice total

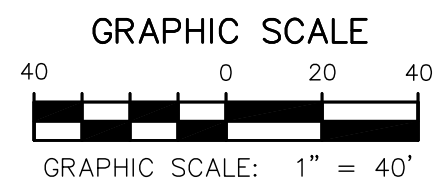
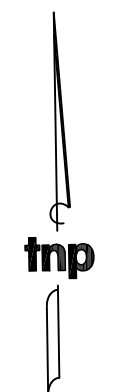
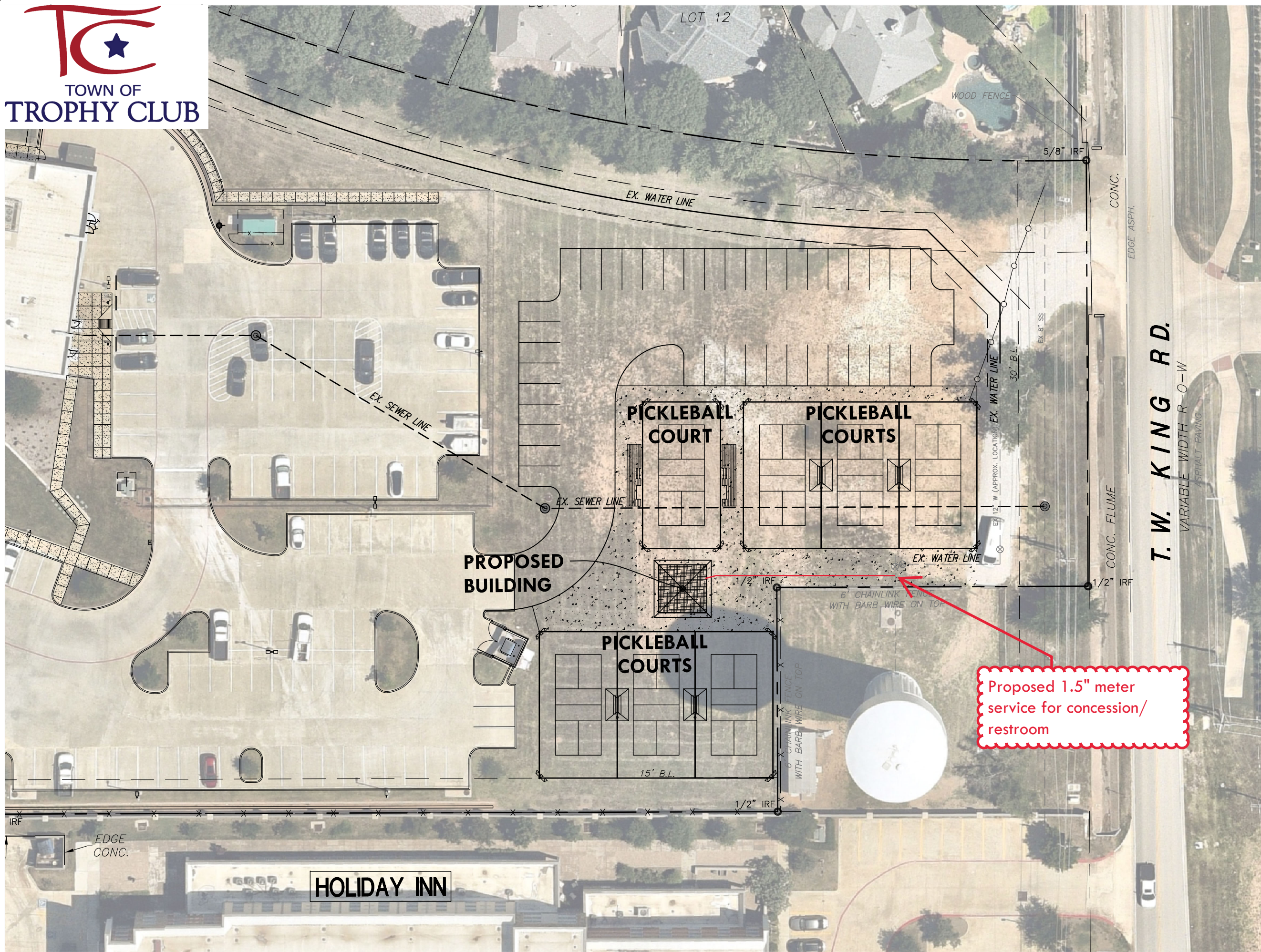
Please show project number on all payments of this statement

ATTACHMENT 'C' PROJECT SCHEDULE

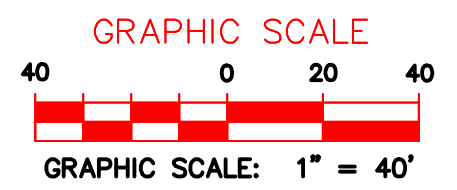
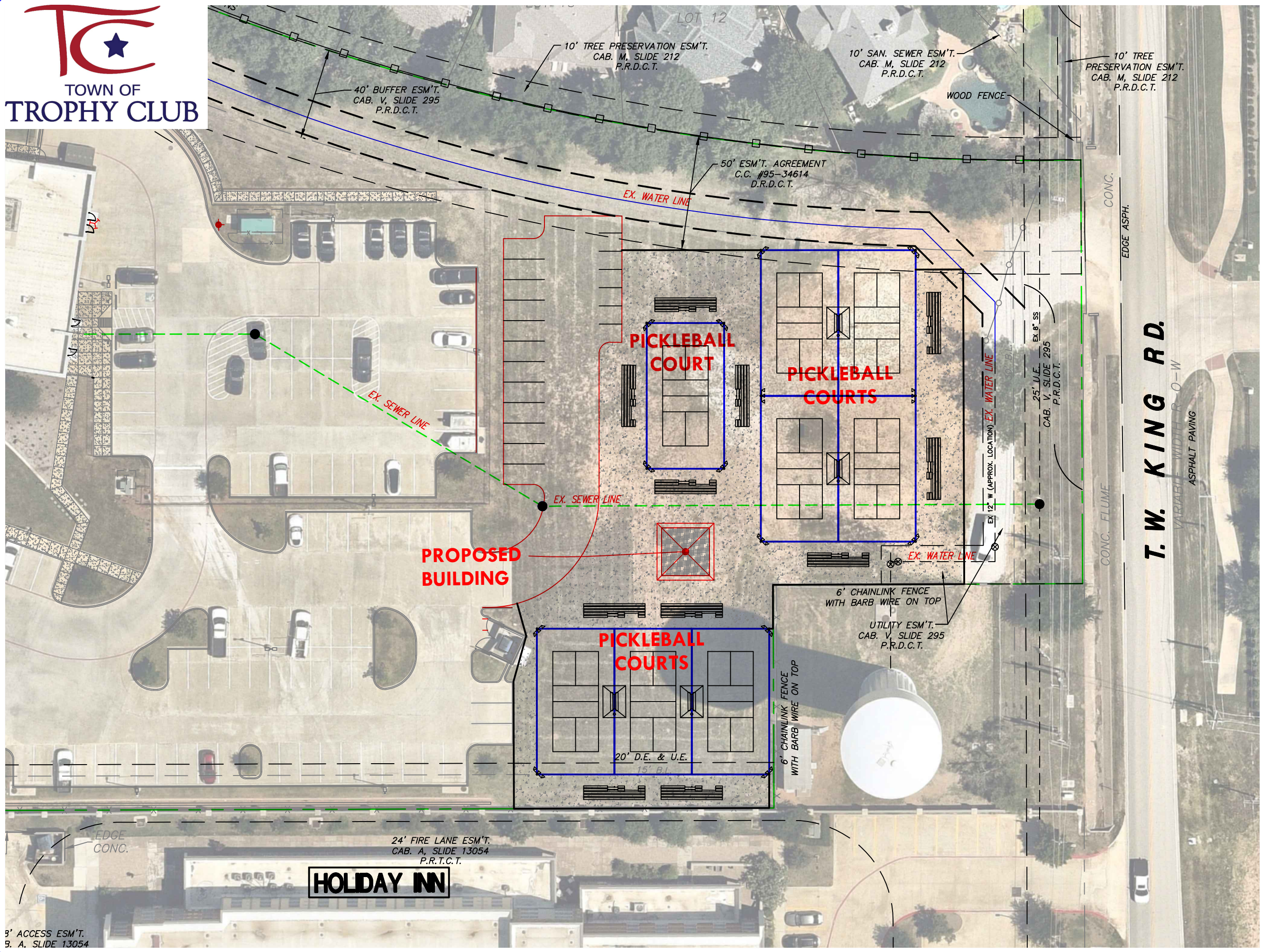
The CONSULTANT shall endeavor to accomplish the work in accordance with the project schedule as coordinated with the Owner.



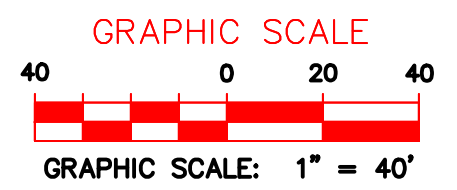
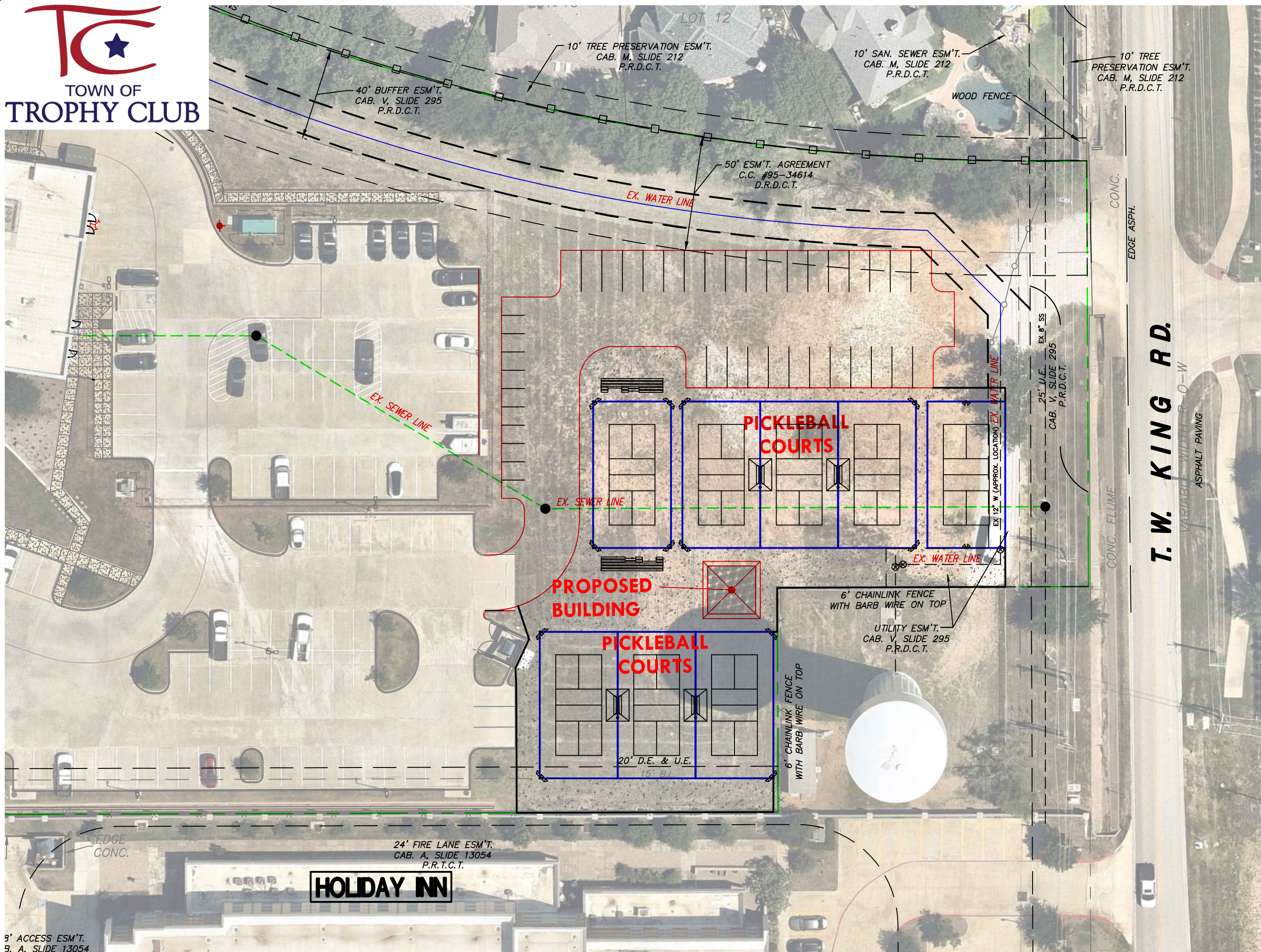
**Town of Trophy Club
Pickleball Courts
Trophy Club, Texas**



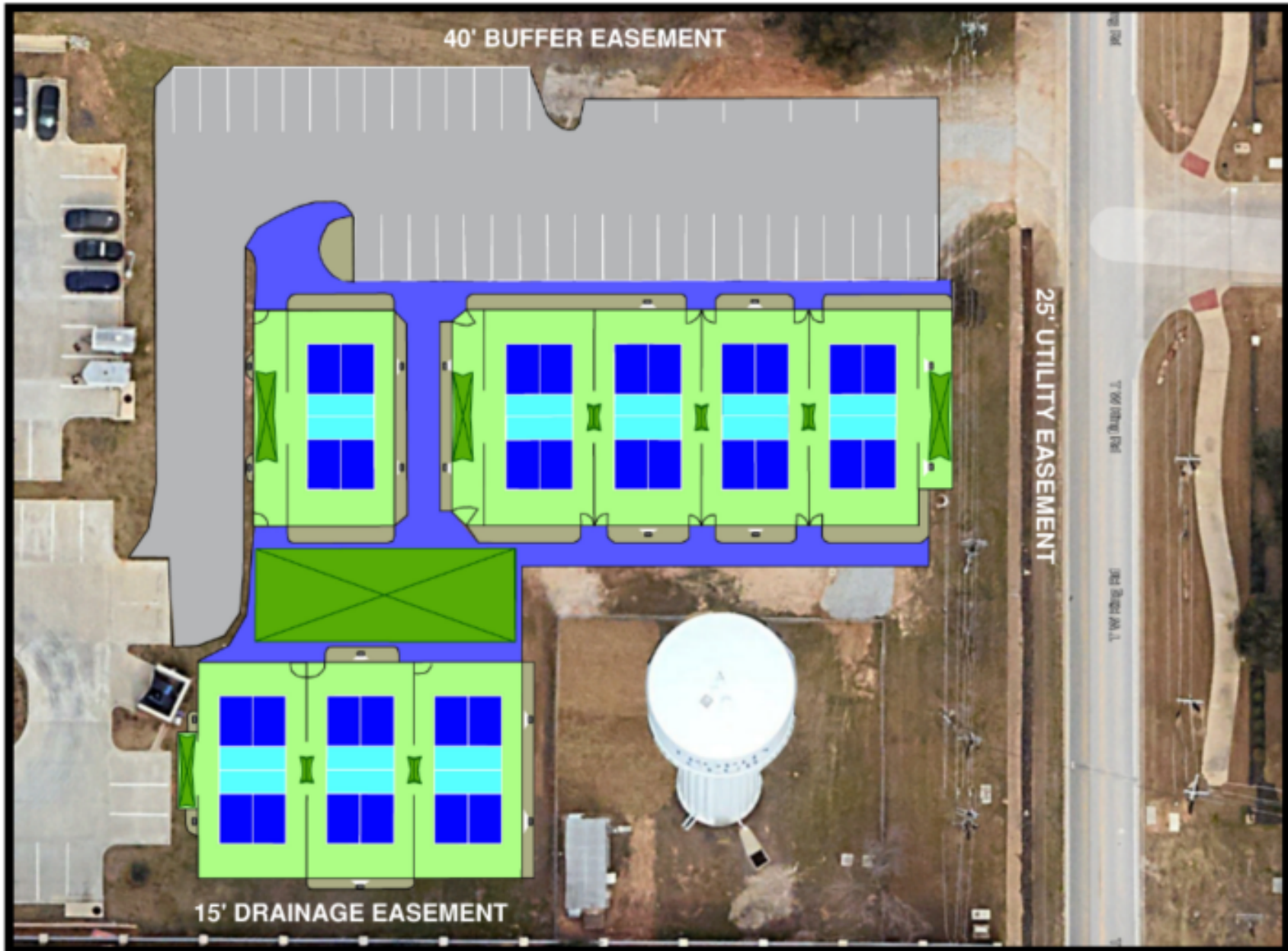
**Town of Trophy Club
8 Pickleball Courts
Option B**



**Town of Trophy Club
8 Pickleball Courts
Option A**

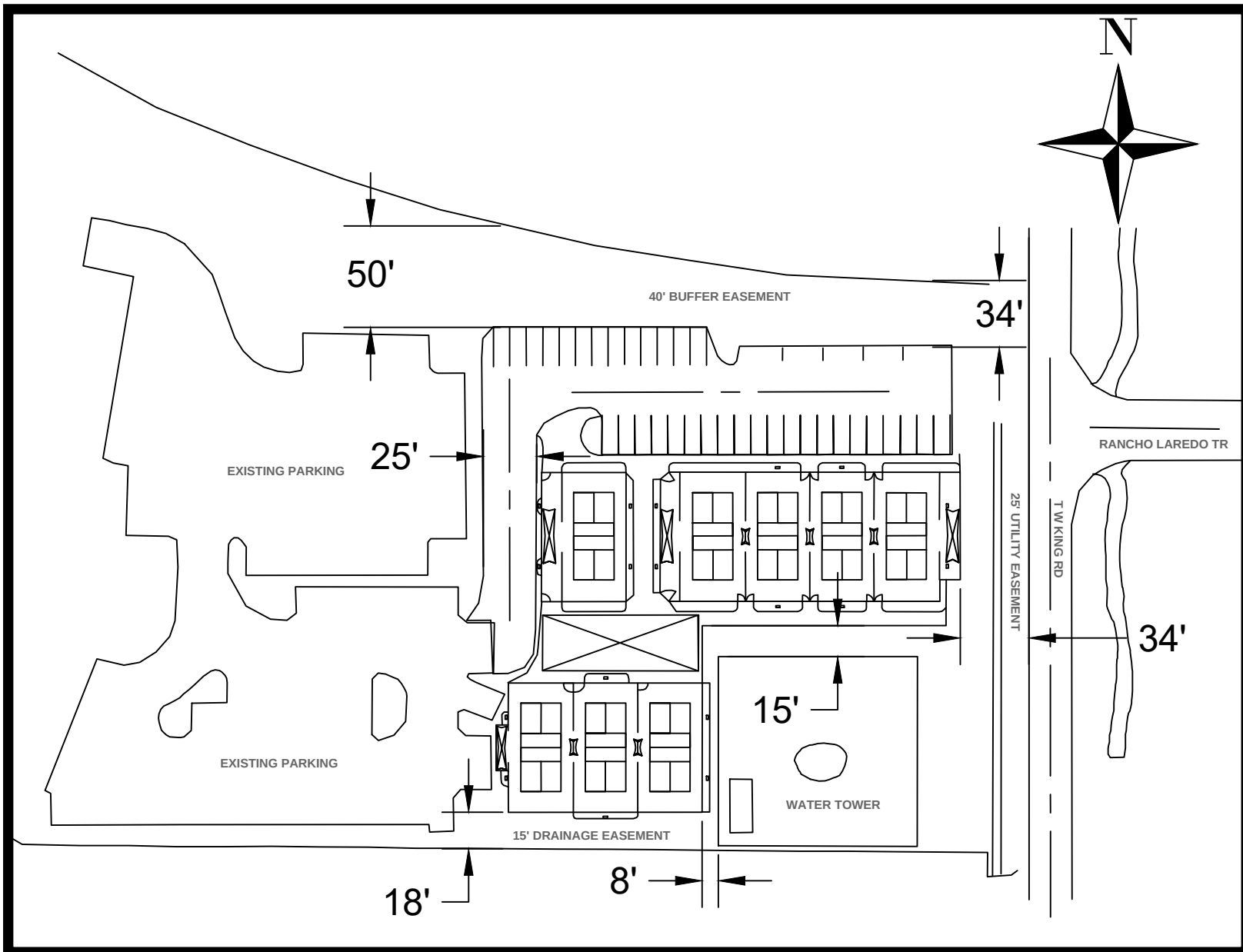


TROPHY CLUB PICKLEBALL COURTS



TROPHY CLUB PICKLEBALL COURTS

T W KING ROAD & RANCHO LAREDO TRAIL



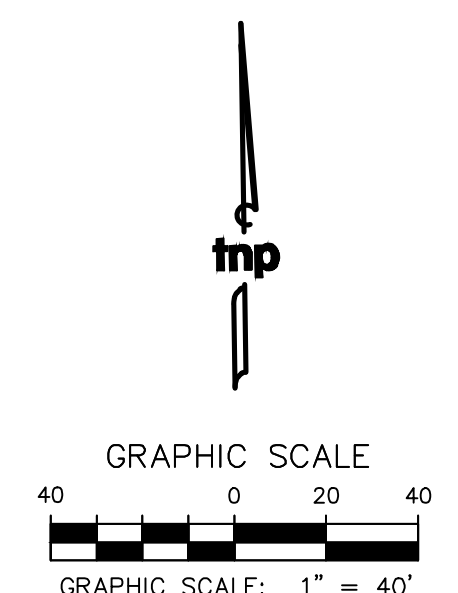
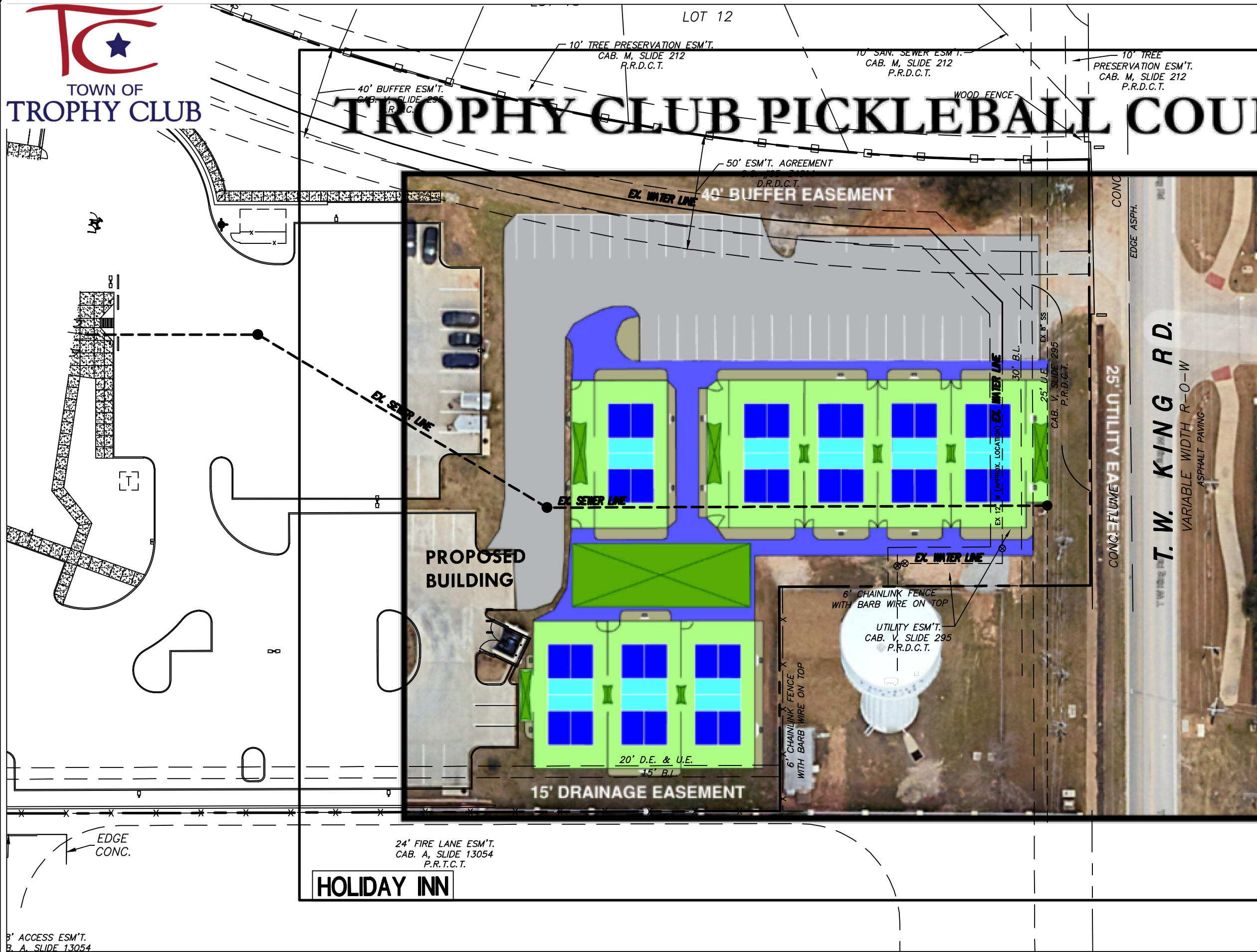


TROPHY CLUB PICKLEBALL COURTS

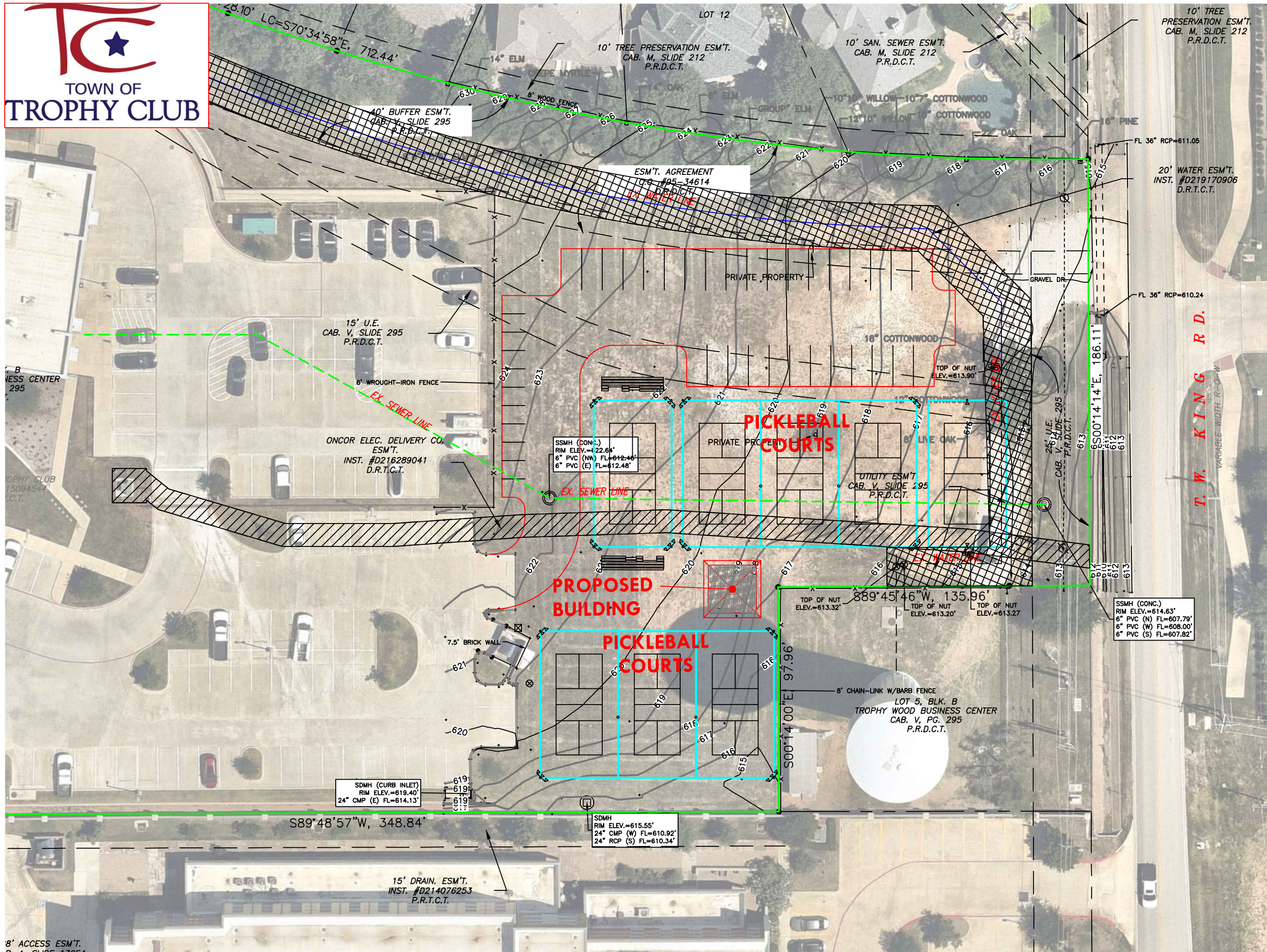


teague nall & perkins
5237 N. Riverside Drive Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnppinc.com

Town of Trophy Club
8 Pickleball Courts
Version 2.1

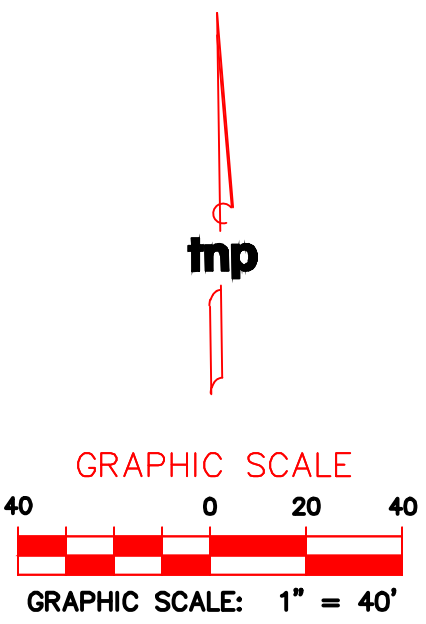


November 14, 2023 1 of 1
tnp project number TRO 23006



tnp
teague nall & perkins
5237 N. Riverside Drive Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

**Town of Trophy Club
8 Pickleball Courts
Trophy Club, Texas**



PT # 2016-3893
 District: HEBSC
 WR #: 3327788
 ER# 287335

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

§
§
§
§
§

COUNTY OF TARRANT

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

That **Town of Trophy Club**, 100 Municipal Drive Trophy Club, TX 76262 hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Return to:
 Oncor Electric Delivery Company
 Right of Way Department
 115 W 7th Street - Suite 1017
 Fort Worth, TX 76102 Page 52 of 57

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 7th day of September, 2016.

Town of Trophy Club

By: 

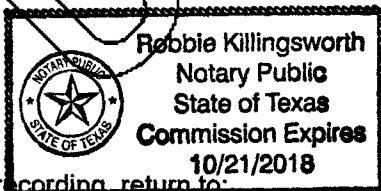
Stephen Seidel, Town Manager

STATE OF TEXAS

COUNTY OF Denton

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Seidel, as the Town Manager of Town of Trophy Club, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 7th day of September, A. D. 2016.




Notary Public in and for the State of Texas

After recording, return to:
Oncor Electric Delivery Company
Land Records
115 W. 7th Street, Suite 1017
Ft. Worth, Texas 76102

EXHIBIT "A"

"Oncor Electric Delivery Company LLC, Easement"

Being 4,391 square feet of land situated in Lot 4, Block B, Trophy Wood Business Center, an addition to the Town of Trophy Club, Tarrant County, Texas, according to the plat filed in Cabinet V, Page 295, Plat Records of Denton County, Texas (P.R.D.C.T.), and being a portion of a tract of land described to the Town of Trophy Club, according to the deed filed in Instrument #D215094544, Deed Records of Tarrant County, Texas (D.R.T.C.T.); said 4,391 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap stamped "TNP" set at the most northerly southeast corner of said Lot 4, also being the northeast corner of Lot 5 of said Block B and also being in the west Right-of-Way (R-O-W) line of T.W. King Road (variable width), from which a 5/8 inch iron rod found with cap stamped "Carter & Burgess" at the northeast corner of said Lot 4, also being the southeast corner of Lot 11, Block 2, The Villas at Trophy Club, an addition to the Town of Trophy Club, Tarrant County, Texas, according to the plat filed in Cabinet M, Page 212, P.R.D.C.T., bears N 00°14'14" W, a distance of 186.11 feet;

THENCE N 00°14'14" W, along the east line of said Lot 4 and along the west R-O-W line of said T.W. King Road, a distance of 7.72 feet to the **POINT OF BEGINNING** of the hereinafter described tract of land;

THENCE over and across said Lot 4, the following courses and distances;

N 82°35'55" W, a distance of 54.51 feet;

N 86°19'13" W, a distance of 130.94 feet;

S 88°05'57" W, a distance of 62.37 feet;

S 86°02'57" W, a distance of 56.39 feet;

S 89°54'59" W, a distance of 48.88 feet;

N 73°26'21" W, a distance of 56.45 feet;

N 51°09'48" W, a distance of 6.49 feet;

S 00°00'00" E, a distance of 1.08 feet;

N 90°00'00" W, a distance of 15.00 feet;

N 00°00'00" W, a distance of 15.00 feet;

N 90°00'00" E, a distance of 15.00 feet;

S 00°00'00" E, a distance of 1.08 feet;

S 51°09'48" E, a distance of 12.57 feet;

S 73°26'21" E, a distance of 53.01 feet;

N 89°54'59" E, a distance of 47.08 feet;

N 86°02'57" E, a distance of 56.23 feet;

N 88°05'57" E, a distance of 63.04 feet;

S 86°19'13" E, a distance of 131.76 feet;

EXHIBIT "B" ONCOR ELECTRIC DELIVERY COMPANY LLC, EASEMENT

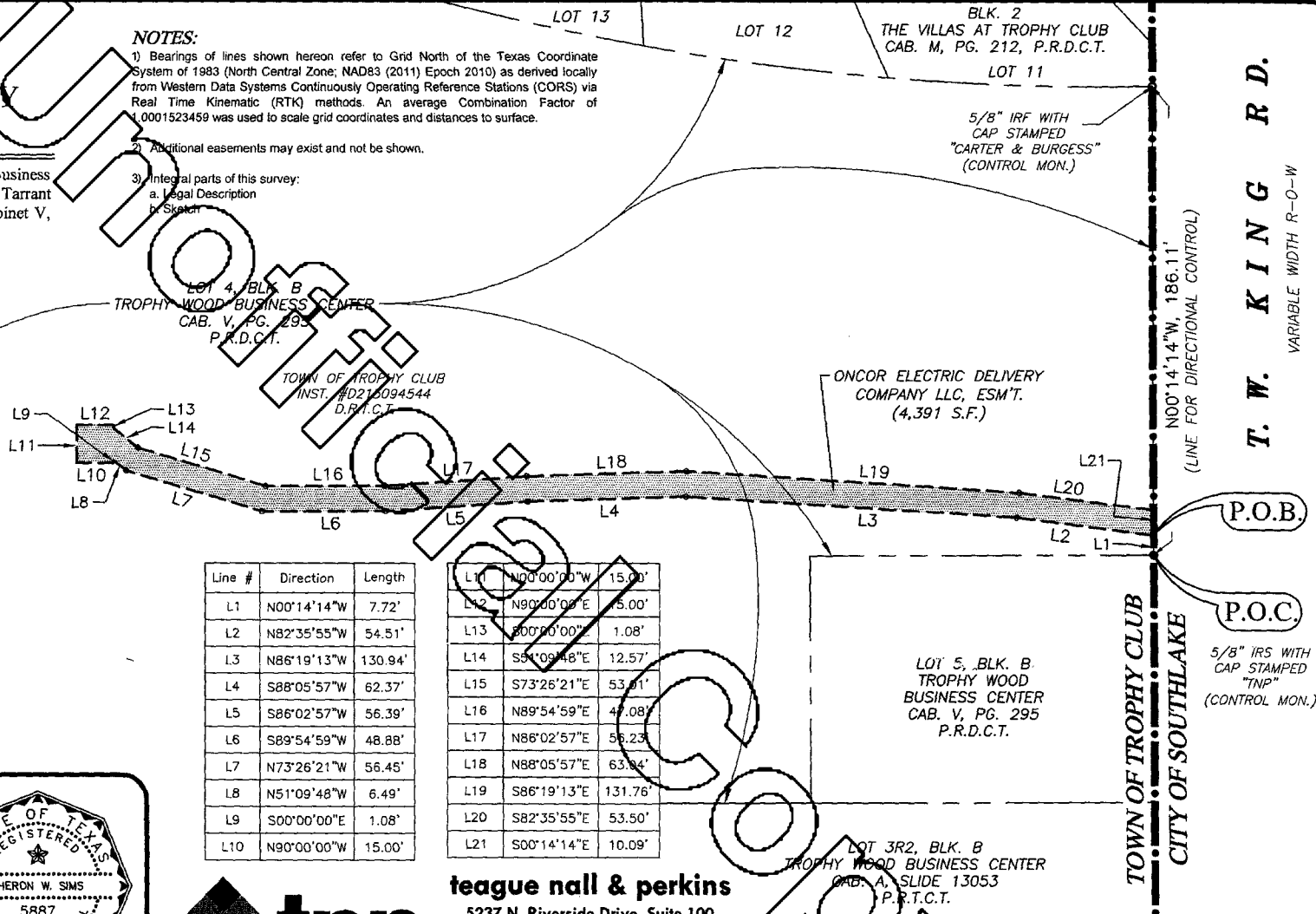
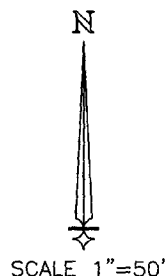
Situated in Lot 4, Block B, Trophy Wood Business Center, an addition to the Town of Trophy Club, Tarrant County, Texas, according to the plat filed in Cabinet V, Slide 295, Plat Records of Denton County, Texas.

NOTES:

1) Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001523459 was used to scale grid coordinates and distances to surface.

2) Additional easements may exist and not be shown.

3) Integral parts of this survey:
a. Legal Description
b. Sketch



Line #	Direction	Length
L1	N00°14'14"W	7.72'
L2	N82°35'55"W	54.51'
L3	N86°19'13"W	130.94'
L4	S88°05'57"W	62.37'
L5	S86°02'57"W	56.39'
L6	S89°54'59"W	48.88'
L7	N73°26'21"W	56.45'
L8	N51°09'48"W	6.49'
L9	S00°00'00"E	1.08'
L10	N90°00'00"W	15.00'

L11	N00°00'00"W	15.00'
L12	N90°00'00"E	15.00'
L13	S00°00'00"E	1.08'
L14	S51°09'48"E	12.57'
L15	S73°26'21"E	53.81'
L16	N89°54'59"E	47.08'
L17	N86°02'57"E	56.23'
L18	N88°05'57"E	63.84'
L19	S86°19'13"E	131.76'
L20	S82°35'55"E	53.50'
L21	S00°14'14"E	10.09'

teague nall & perkins

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137

817.336.5773 ph 817.332.7756 fx

www.tnpsc.com / Registration No. 100116-00

JOB NO. TR0 15289

SHEET 3 OF 3

Theron W. Sims, R.P.L.S.
TEXAS REGISTRATION NO. 5887

Date: August 24, 2016

Surveyed on the ground in
the month of March, 2015



\\FWS051\Survey\PROJECTS\TR015289\cad\survey\Easements\4,391 SF Oncor Easement - TR0 15289.dwg

S 82°35'55" E, a distance of 53.50 feet to the east line of said Lot 4, also being in the west R-O-W line of said T.W. King Road;

THENCE S 00°14'14" E, along said line, a distance of 10.09 feet to the **POINT OF BEGINNING** and containing 4,391 square feet or 0.101 of an acre of land.



Theron W. Sims, R.P.L.S.
Texas Registration No. 5887

Date: August 24, 2016



Surveyed on the ground in the month of March, 2015

1. Bearings of lines shown hereon refer to Grid North of the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010) as derived locally from Western Data Systems Continuously Operating Reference Stations (CORS) via Real Time Kinematic (RTK) methods. An average Combination Factor of 1.0001523459 was used to scale grid coordinates and distances to surface.

2. Integral parts of this survey:
- Legal Description
 - Sketch

MARY LOUISE GARCIA

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

ONCOR ELECTRIC DELIVERY CO
RIGHT OF WAY DEPARTMENT
115 W. 7TH ST, STE 1017
FT WORTH, TX 76102

Submitter: ONCOR ELECTRIC DELIVERY
COMPANY LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 12/12/2016 11:27
AM

Instrument #: D216289041

E

6

PGS

\$32.00

By: _____

Mary Louise Garcia

D216289041

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.