



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

May 28, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion of updates to the Strategic Plan outline document. (Brandon Wright, Town Manager)

ADJOURN WORK SESSION

CALL REGULAR MEETING TO ORDER (immediately following Work Session or 7:00 p.m., whichever is later)

INVOCATION led by Rev. Bill Eason, 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 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

2. EMS Week (Jason Wise, Fire Chief)
3. Working for You... Trophy Club
 - a) Update from Town Council Members

- b) Update from Town Manager (Brandon Wright, Town Manager)
- c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

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

- 4. Consider approval of the May 13, 2024, Town Council meeting minutes. (Tammy Dixon, Town Secretary)
- 5. Consider authorizing the Town Manager to negotiate and execute an on-demand concrete services contract with Manning Concrete in a total annual amount not to exceed \$75,000 with four one-year renewal options through an Interlocal Cooperative Purchasing Agreement with the City of Grapevine. (Matt Cox, Community Development Director)
- 6. Consider accepting the Second Quarter Investment Report for Fiscal Year 2024. (April Duvall, Director of Finance)

INDIVIDUAL ITEMS

- 7. **First Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437. (Tamara Smith, Assistant to the Town Manager)
- 8. **Second Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437. (Tamara Smith, Assistant to the Town Manager)
- 9. Consider a resolution authorizing and approving the Town of Trophy Club Economic Development Corporation's Thrive Business Grant program. (Tamara Smith, Assistant to the Town Manager)
- 10. Consider authorizing the Town Manager to negotiate and execute a facility use agreement with the Trophy Club Municipal Utility District #1 for recreational use of the Annex Building located at 1 Municipal Drive. (Chase Ellis, Parks & Recreation Director)
- 11. Consider an ordinance amending the FY 2024 Budget, allocating funds for Mayor & Town Council expenses, as well as Fire & EMS overtime expenses, and establishing an effective date. (April Duvall, Director of Finance)
- 12. Consider approval of the 2024 Strategic Plan Outline. (Brandon Wright, Town Manager)

ADJOURN

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

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: May 22, 2024 at 2:30 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

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



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Presentation and discussion of updates to the Strategic Plan outline document. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The Town's strategic planning process commenced in January 2024. During the Council Retreat, the Council advised the Town Manager and Executive staff to draft a strategic plan to guide community discussions. In March, the executive team developed seven focus areas and nineteen objectives for the Town's 5 to 20-year plan.

To maximize community engagement, the Town Manager produced a short video promoting two feedback options: a community survey and five community focus group sessions. In April, a survey was launched to gather residents' feedback on prioritizing the focus areas and objectives. Shortly after, more in-depth discussions were held with boards and commissions, residents, the Municipal Utility District, and the school district.

The survey received an excellent response, with 127 participants. The five focus groups included 22 board and commission members, 2 school district principals, 3 MUD Directors, and 21 residents, totaling 48 participants.

Analyzing the data from the survey and focus groups provided valuable insights that helped refine the focus areas, better understand community preferences, and shape the objectives for Fiscal Year 2024-2025. Based on feedback from the community, the following items were changed in the new Strategic Plan draft that is attached to this report.

1. The number of focus areas was reduced from seven to five. The two focus areas eliminated from the list were "Delivering Service with Excellence" and "Sharing our Authentic Story." Based on community feedback, these focus areas did not resonate well with residents' perspectives of what major focus areas should be planned for and reported to the community to drive future success in Trophy Club. Feedback also indicated that these were areas to be planned for and addressed by Town management without additional need for larger community support.
2. The focus area definitions were modified to improve intended focus and to minimize confusion. For example, in the focus area of "Prioritize Public Safety," residents felt that safeguarding lives should be more prominent in the definition when compared to protecting property. Additionally, since "innovative and proactive measures" was seen as vague, that wording was removed.

3. In the focus area of "Strengthen Infrastructure," several residents noted the absence of better coordinated utility work by franchise partners. The focus area has been updated to reflect this purpose, in addition to an objective created to capture this element.
4. In the focus area of "Upholding Housing Standards," a new objective was listed to improve aging in place options for residents. This idea was introduced multiple times in the focus groups.
5. In the focus area of "Promote Quality of Life," an additional objective was added to capture beautifying community spaces and medians as this topic was introduced multiple times in focus groups and in survey results.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft Strategic Plan Outline
2. Presentation with 1st Draft and Updated Draft

ACTIONS/OPTIONS:

The Town Council will review and provide feedback on the draft Strategic Plan document during the workshop with the goal of receiving approval for the plan during the regular Town Council agenda.



TOWN OF TROPHY CLUB ORGANIZATION STRATEGY

A Great Place to Call Home

PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.
- Enhance transparency, accountability, and engagement through communication channels.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and inclusive amenities to foster a thriving community.

OBJECTIVES:

- Create a comprehensive, master plan for Trophy Club's public parks and recreational programs and spaces with funding strategies.
- Expand multi-generational and ability-focused initiatives.
- Beautify community areas and medians through sustainable plantings, tree upkeep, and design elements.

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved connectivity, and utility coordination.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Create a comprehensive transportation network that includes options for walking, biking, and golf carts.
- Partner with the TC MUD No. 1 and the NISD to coordinate capital projects.
- Coordinate utility improvements.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through partnerships and enforcement.

OBJECTIVES:

- Enhance neighborhoods with targeted rental management.
- Improve neighborhood attractiveness through beautification initiatives.
- Create innovative redevelopment strategies.
- Improve aging in place options for residents.

SUPPORT BUSINESS



Create a thriving business environment through partnerships to support business enterprises.

OBJECTIVES:

- Strengthen Trophy Club's business aesthetics and cohesion.
- Develop successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.

VISION: Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.

MISSION: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.

1st Draft | 2024 Strategic Plan Outline



TOWN OF TROPHY CLUB ORGANIZATION STRATEGY

This executive summary puts the future in focus and serves as the town's operational strategic plan framework for all services and works in tandem with the town's five-year capital plans, Town Council priorities, and annual budget.

PRIORITIZE PUBLIC SAFETY



Protect property and safeguard lives by actively engaging with community through innovative and proactive measures.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and inclusive amenities to foster an engaging and thriving community.

OBJECTIVES:

- Create a comprehensive, all-inclusive master plan for Trophy Club's public parks and recreational programs and spaces with funding strategies.
- Expand multi-generational and ability-focused initiatives.

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with improved connectivity, enhanced mobility options, and proactive maintenance, integrating new technologies for sustained growth.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Create a comprehensive transportation network that includes options for walking, biking, and golf carts.
- Partner with the TC MUD No. 1 and the NISD to coordinate capital projects.

DELIVER SERVICE WITH EXCELLENCE



Deliver high quality services by maximizing and enhancing productivity and cultivating an efficient and highly skilled workforce.

OBJECTIVES:

- Elevate employee relations, development, and engagement to maximize productivity.
- Create excellence in service-level planning processes and delivery.
- Improve service delivery through investment in innovative equipment and technology.

SHARE OUR AUTHENTIC STORY



Create a positive community image through transparent communication and authentic branding initiatives.

OBJECTIVES:

- Enhance transparency, accountability, and engagement through clear communication channels.
- Elevate the town's branding to deepen community connections and celebrate its values.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through proactive partnerships and enforcement.

OBJECTIVES:

- Enhance neighborhoods with targeted rental management.
- Improve neighborhood attractiveness through beautification initiatives.
- Create innovative redevelopment strategies.

SUPPORT BUSINESS



Create a thriving business environment through partnerships that empower and support a diverse array of enterprises.

OBJECTIVES:

- Strengthen Trophy Club's business aesthetics and cohesion.
- Develop successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.

VISION: Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.

MISSION: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.

2024.03.27 - VERSION 1

Updated 2024 Strategic Plan Outline



TOWN OF TROPHY CLUB ORGANIZATION STRATEGY

A Great Place to Call Home

PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.
- Enhance transparency, accountability, and engagement through communication channels.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and inclusive amenities to foster a thriving community.

OBJECTIVES:

- Create a comprehensive, master plan for Trophy Club's public parks and recreational programs and spaces with funding strategies.
- Expand multi-generational and ability-focused initiatives.
- Beautify community areas and medians through sustainable plantings, tree upkeep, and design elements.

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved connectivity, and utility coordination.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
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- Partner with the TC MUD No. 1 and the NISD to coordinate capital projects.
- Coordinate utility improvements.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through partnerships and enforcement.

OBJECTIVES:

- Enhance neighborhoods with targeted rental management.
- Improve neighborhood attractiveness through beautification initiatives.
- Create innovative redevelopment strategies.
- Improve aging in place options for residents.

SUPPORT BUSINESS



Create a thriving business environment through partnerships to support business enterprises.

OBJECTIVES:

- Strengthen Trophy Club's business aesthetics and cohesion.
- Develop successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.

VISION: Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.

MISSION: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional service that cultivate a thriving community.



50TH ANNIVERSARY



EMS WEEK

May 19-25, 2024

**HONORING OUR PAST.
FORGING OUR FUTURE.**

TROPHY CLUB FIRE DEPARTMENT

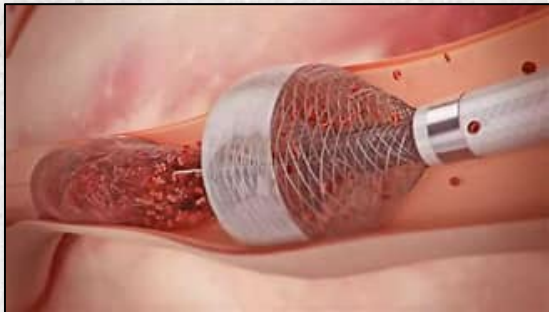
Letter From the Mayor

**Trophy Club Neighbors
Magazine**



Recognized by Baylor Scott & White Hospital

- Steve Rusk and Fabian Gonzalez
- Our personnel were recognized for their exceptional response and quality of care provided to a patient experiencing a large vessel occlusion (Stroke).
- Each member was presented a coin from BS&W in place of the traditional certificate.



LUNCH PROVIDED FOR FIRST RESPONDERS



2023 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

Trophy Club Fire Department Trophy Club, TX

Mission: Lifeline® - EMS - GOLD

Achievement Award - EMS Agency



Nancy Brown
Chief Executive Officer
American Heart Association



Michelle A. Albert, MD, MPH, FACC, FAHA
President
American Heart Association



TROPHY CLUB FIRE DEPARTMENT





TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the May 13, 2024, Town Council meeting minutes.
(Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session, special, and regular meeting on May 13, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 05.13.2024 draft minutes

ACTIONS/OPTIONS:

Move to approve the May 13, 2024 Town Council meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
May 13, 2024, 5:30 p.m., Work Session, Special and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 5:30 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Karl Monger, Council Member Place 4 (*prior to canvassing election*)
Rhylan Rowe, Council Member Place 4 (*after canvassing election*)
LuAnne Oldham, Council Member Place 5
Steve Flynn, Council Member Place 6

COUNCIL MEMBERS ABSENT

Jeff Beach, Council Member Place 2

STAFF MEMBERS PRESENT

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

WORK SESSION ITEM

1. Update on the Explore Trophy Club initiative to promote Trophy Club businesses.
(Jill Lind, Director of Communications & Marketing)

Jill Lind, Director of Communications & Marketing, presented on the history and purpose of the "Visit Trophy Club" program, introducing Maranda White, Nick Dias, and Jirick Jacob from Octagon Media, the town's partner for digital marketing campaigns. They outlined the following key points:

- Branding Initiatives
- Enhanced Digital Presence
- Targeted Digital Marketing Campaign
- Stakeholder Communication
- Impact and Future Directions

Following discussion, the Town Council directed to provide analytics on website engagement after interacting with the Explore Trophy Club campaign, explore financial impact options based on campaign advertising data, and deliver a summary report from Octagon's business contacts during their visit to Trophy Club.

ADJOURN

Mayor Tiffany adjourned the work session at 5:59 p.m.

CALL SPECIAL MEETING TO ORDER

Mayor Tiffany called the special meeting to order at 6:09 p.m.

CANVASS OF MAY 4, 2024, GENERAL ELECTION

2. Consider an ordinance canvassing the returns and declaring the results of a General Election held May 4, 2024, for the purpose of electing Council Member Places 3 and 4 and providing an effective date. (Tammy Dixon, Town Secretary)

Tammy Dixon, Town Secretary, stated the general election was held on Saturday, May 4, 2024, with 1215 ballots cast in the election (11.33%) and that each of the candidates received the following votes:

COUNCIL MEMBER PLACE 3

Candidate	Early Voting	Election Day	Total*	Percentage
Wendie Bailey	237	79	316	26.49%
Dennis Sheridan	660	217	877	73.51%

COUNCIL MEMBER PLACE 4

Candidate	Early Voting	Election Day	Total*	Percentage
Rhylan Rowe	455	148	603	51.19%
Garry Ash	420	155	575	48.81%

**Denton and Tarrant County total*

Ms. Dixon stated the elected members of the Town Council for Council Member Places 3 and 4, for a term of three years each, subject to taking the Oath of Office, were as follows:

- Council Member Place 3, Dennis Sheridan
- Council Member Place 4, Rhylan Rowe

Council Member Monger moved to approve Ordinance No. 2024-09 canvassing the returns and declaring the results of a General Election held May 4, 2024, for the purpose of electing Council Member Places 3 and 4 and providing an effective date.

Council Member Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CANVASSING RETURNS AND DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 4, 2024, FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 3 AND 4, OF THE TOWN OF TROPHY CLUB, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

ABSENT: Beach

VOTE: 6-0-1

3. Issue Certificates of Election and administer Oaths of Office to re-elected Council Member Place 3 Dennis Sheridan and newly elected Council Member Place 4 Rhylan Rowe. (Mayor Tiffany)

Mayor Tiffany issued the Certificate of Election to re-elected Council Member Place 3 Dennis Sheridan and Judge Eric Ransleben administered the Oath of Office.

Mayor Tiffany issued the Certificate of Election to newly elected Council Member Place 4 Rhylan Rowe and Judge Eric Ransleben administered the Oath of Office.

RECOGNITION OF AND REMARKS FROM OUTGOING COUNCIL MEMBER KARL MONGER

Karl Monger reflected on his tenure on the Town Council and spoke about his future endeavors to assist residents and veterans of Trophy Club. This was followed by remarks from Mayor Tiffany and other council members. Afterward, Mr. Monger left the dais. Mayor Tiffany honored outgoing Council Member Monger with tokens of appreciation that included a glass trophy, framed photo and personalized street sign.

Council Member Rowe took his seat at the dais.

REMARKS FROM RE-ELECTED/NEWLY ELECTED COUNCIL MEMBERS

Re-elected and newly elected Council Members Sheridan and Rowe shared comments relative to the election. Mayor Tiffany and other council members extended congratulations to each of them.

ADJOURN SPECIAL MEETING

Mayor Tiffany adjourned the special meeting at 6:34 p.m. and invited the audience to join in a light reception for the outgoing and incoming council members in the lobby.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:01 p.m.

INVOCATION

Pastor Joel Quilé, Bara Church, led the invocation.

PLEDGES

Council Member Sheridan led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

Sara Monger, 192 Durango, addressed the extension request for the Trophy Club Women's Club community garage sale permit, expressing gratitude to the Town Council and Staff for their support during adverse weather conditions.

COMMUNITY SPOTLIGHT

4. Recognition of retirement for Trophy Club Police Department's K-9 Officer Indy.
(Patrick Arata, Police Chief)

Chief Arata recognized K9 Indy, along with Sergeant Sullivan, providing a recap of Indy's tenure with the town.

Sergeant Sullivan expressed his gratitude for the program and to K9 Indy, which was followed by a video highlighting K9 Indy's career with the town.

Council members expressed their appreciation to K9 Indy and stepped down from the dais for a group photo.

5. Working for You . . . Trophy Club
 - a) Update from Town Council Members

Mayor Tiffany acknowledged letters she received from 7th Grade students at Medlin Middle School regarding government education. While addressed to her, she considered the sentiments expressed to encompass the entire council. She stated that she was invited to give a presentation to the students about the town's government on May 14, 2024.

Council Member Flynn commended the Trophy Club Women's Club for organizing, once again, another successful Art & Garden Festival that was held May 10-12, 2024. He stated despite adverse weather conditions on Sunday, their dedication and hard work was to be commended.

b) Update from Town Manager

Town Manager Wright provided the following updates:

- The final session of the Trophy Club Strategic Planning focus groups concluded last week marking the end of discussions on key focus areas, descriptions, and objectives. 44 residents participated in the focus groups and over 100 residents have completed surveys which will guide the plan's development moving forward.
- The special town council meeting scheduled for May 15, 2024, will be cancelled since the election was able to be canvassed during this meeting.
- May 16, 2024, 5:00 p.m., Crime Control and Prevention District Meeting
- May 16, 2024, 6:30 p.m., Economic Development Corporation Meeting.
- May 18, 2024, 8:00 a.m., Envision Complete Fitness Grand Opening
- May 19, 2024, 2:00 p.m., Small Business Showcase.
- May 20, 2024, 7:00 p.m., Parks and Recreation Board Meeting.
- May 27, 2024, 10:00 a.m., Memorial Day Celebration
- May 27, 2024, Town Office closed in observance of Memorial Day.

c) Quick Civic Tip

Town Attorney Dean Roggia provided an overview of the Economic Development Corporation (EDC), highlighting its governance under Chapters 501 and 505 of the Government Code, the collection of dedicated sales tax by the EDC, and explained the project approval process. He clarified that despite the EDC being a separate corporation, its budget and projects ultimately require Town Council approval.

CONSENT AGENDA

6. Consider approval of the April 22, 2024, Town Council Work Session and Regular Meeting Minutes. (Tammy Dixon, Town Secretary)
7. Consider approval of the April 26, 2024, Town Council Special Meeting Minutes. (Tammy Dixon, Town Secretary)
8. Consider authorizing the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system. (Denise Deprato, Director of Human Resources) ***Item pulled from Consent.***

Council Member Sheridan moved to approve Consent Items 6-8. Council Member Bauer seconded the motion.

Council Member Flynn requested item 8 be pulled from Consent.

Council Member Sheridan amended his motion to approve Consent Items 6 and 7. Council Member Bauher seconded the motion.

VOTE ON MOTION

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

NAYES: None

ABSENT: Beach

VOTE: 6-0-1

8. Consider authorizing the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system. (Denise Deprato, Director of Human Resources)

Council Member Flynn asked about past expenditures and the advantages offered by the new software.

Denise Deprato, Director of Human Resources, explained the differences between the software and answered other questions from the Town Council.

Council Member Flynn moved to authorize the Town Manager to negotiate and execute an agreement with GovernmentJobs.com, Inc. for a three-year contract amount of \$29,017.08 (d/b/a NEOGOV) for an applicant tracking system. Council Member Bauer seconded the motion.

VOTE ON MOTION

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

NAYES: None

ABSENT: Beach

VOTE: 6-0-1

PUBLIC HEARINGS

9. Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Section 1.08.001, Youth Programs Standards of Care, of Division 1, Generally of Article 1.08, Parks and Recreation, of Chapter 1, General Provisions updating the Standards of Care for Youth Recreation Programs. (Chase Ellis, Director of Parks and Recreation)

Mayor Tiffany opened the public hearing at 7:32 p.m.

Chase Ellis, Director of Parks and Recreation, provided an overview of the proposed amendments and explained the Standards of Care must be reviewed annually.

Mr. Ellis stated the Parks and Recreation Board unanimously recommended approval of the proposed ordinance.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:36 p.m.

Council Member Rowe moved to approve Ordinance 2024-10 amending the Town's Code of Ordinances, Section 1.08.001, Youth Programs Standards of Care, of Division 1, Generally of Article 1.08, Parks and Recreation, of Chapter 1, General Provisions updating the Standards of Care for Youth Recreation Programs. Council Member Oldham seconded the motion. The caption reads as follows:

ORDINANCE 2024-10

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SECTION 1.08.001 ENTITLED "YOUTH PROGRAMS STANDARDS OF CARE" OF CHAPTER 1, ARTICLE 1.08 "PARKS AND RECREATION", DIVISION 1 OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, TO AMEND AND ADOPT THE "YOUTH PROGRAMS STANDARDS OF CARE"; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

ABSENT: Beach

VOTE: 6-0-1

INDIVIDUAL ITEMS

- 10.** Consider the selection of a Mayor Pro Tem. (Brandon Wright, Town Manager)

Mayor Tiffany stated per the Town's Charter, the Council shall elect one of its members as Mayor Pro Tem at its first meeting after the election.

Mayor Tiffany stated the procedures for nominations would be as follows: She would call for nominations and any council member could nominate another council member (including themselves); for a nomination to proceed to a council vote, another council member needed to second the nomination; nominations would continue until no more nominations were put forward; following nominations, a vote would be called for each nomination in the order they were made until one receives a majority.

Mayor Tiffany asked for nominations for Mayor Pro Tem.

Council Member Sheridan nominated Council Member Flynn. Council Member Oldham seconded the nomination.

No further nominations were made.

Mayor Tiffany called for a vote on the nomination of Council Member Flynn as Mayor Pro Tem.

VOTE ON NOMINATION

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

NAYES: None

ABSENT: Beach

VOTE: 6-0-1

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:39 p.m. and reconvened into Regular Session at 7:58 p.m. in accordance with the Texas Government Code regarding:

Section 551.071, Consultation with Town Attorney to seek legal advice regarding The Trophy Table Economic Development Agreement. **No Action Taken.**

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting 7:58 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an on-demand concrete services contract with Manning Concrete in a total annual amount not to exceed \$75,000 with four one-year renewal options through an Interlocal Cooperative Purchasing Agreement with the City of Grapevine.
(Matt Cox, Community Development Director)

BACKGROUND/SUMMARY: The Town of Trophy Club Streets Department utilizes a concrete services contract for on-demand concrete services such as supplying concrete for roads and sidewalks as well as other miscellaneous concrete specialization services. To allow the Town to benefit from larger procurement contracts, Trophy Club entered into an Interlocal Agreement with the City of Grapevine in June 2016 authorizing the Town to piggyback on their contracts.

Manning Concrete has provided previous concrete services to the Town of Trophy Club with an excellent service history. The company specializes in precise and reliable concrete replacements and installations, providing support to the Town's infrastructure projects. Past projects in Trophy Club performed by Manning Concrete include refurbishment of the concrete trail linking Beck Elementary and Lakeview Elementary and the completion of Junction Way.

The City of Grapevine renewed its contract with Manning Concrete, effective April 17, 2024 through April 16, 2025 with four additional one-year renewal options. The Town will have the option to exercise each one-year renewal with a new annual authorization amount not to exceed \$75,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Concrete repairs are budgeted in the approved FY 2024 Streets Maintenance Budget.

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

ATTACHMENTS:

1. Contract Agreement
2. Manning Pricing Schedule
3. Grapevine ILA

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an on-demand concrete services contract with Manning Concrete in a total annual amount not to exceed \$75,000 with four one-year renewal options through an Interlocal Cooperative Purchasing Agreement with the City of Grapevine.

Annual Contract Sale of Services

This agreement is made between the City of Grapevine, Texas, 200 S. Main St., Grapevine, Tarrant County, Texas, in this agreement referred to as Buyer, and Manning Concrete located at PO Box 123566, Fort Worth, Tarrant County, Texas, in this agreement referred to as Seller.

SECTION ONE: DESCRIPTION OF SERVICES TO BE RENDERED:

The services provided under this agreement are described as an Annual Contract for Concrete Services as listed in the pricing and under the specifications of RFB 21-24 as issued and approved by the City of Grapevine, Texas. The Seller shall provide all labor, material and services necessary at a high standard to provide these services as agreed to by the Buyer and Seller.

The award for this contract is non-exclusive.

SECTION TWO: TERM OF CONTRACT

The contract term shall begin on April 17, 2024 and end on April 16, 2025.

SECTION THREE: OPTION TO RENEW

This contract contains four one-year renewal options. Renewal options (if any) shall be in accordance with the specified in section Two of this this agreement. If approved, the agreement shall renew by written notification of the Seller to the Buyer that the Seller will renew the contract for the next renewal period and a new blanket Purchase Order will be issued. The Seller shall have the right to decline in writing any request by the Buyer to renew the contract. The Buyer shall have the right to decline any offer made by the Seller to renew the contract.

SECTION FOUR: OPTION TO TERMINATE AGREEMENT

The Buyer and Seller will have the right and option to terminate the agreement for any reason upon thirty days written notice. Should the Seller, for any reason, not be able to perform the services described in this contract the Buyer shall have the right to cancel the agreement immediately and purchase the services from the best available source.

SECTION FIVE: BLANKET ORDER FOR THE SALE OF SERVICES

Buyer shall order the services awarded per the blanket Purchase Order on a non-exclusive, "as needed", basis. Orders placed by the Buyer will be done so utilizing contract releases. New blanket Purchase Orders will be issued for each optional renewal period.

SECTION SIX: ANNUAL PRICING AGREEMENT

This agreement will contain a fixed pricing structure for the term of the agreement. All pricing shall remain firm during each contract or renewal period. If allowed by the terms of the original RFB, a price re-determination may be considered at the end of each renewal period. Any price adjustment requests must be accompanied by written support for the increase requested and must be approved in writing by the Buyer. If a price re-determination was not allowed under the original solicitation, then all pricing must remain firm during the original contract period and any renewal period. It is understood that quantities listed in the original solicitation or any subsequent document/s issued as an attachment to this contract are estimates and are NOT a commitment to buy any specific quantity.

SECTION SEVEN: SELLERS OBLIGATIONS

The Seller shall fully and timely provide all services ordered on an as needed basis and as described in the pricing attachment to this agreement and in the Sellers offer in strict accordance with the terms, covenants, and conditions of the RFB that shall be a part of this contract. Deliverables shall be made in accordance with all applicable Federal, State, and local laws, rules, and regulations.

SECTION EIGHT: SELLER TO DETAIL SERVICES

The Seller shall deliver services in accordance with good commercial practice and shall include a detailed description of the services rendered with each invoice submitted.

SECTION NINE: TITLE & RISK OF LOSS

Title to and risk of loss of the deliverables shall pass to the Buyer only when the Buyer actually receives and accepts the deliverables.

SECTION TEN: DELIVERY TERMS AND TRANSPORTATION CHARGES

Should deliverables NOT be required under this agreement then this section does not apply. Deliverables shall be shipped F.O.B. point of delivery and within the delivery lead times offered in RFB. The Seller's price shall be deemed to include all delivery and transportation charges. The Buyer shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be as specified by the requesting department.

SECTION ELEVEN: RIGHT OF INSPECTION AND REJECTION

The Buyer expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables

SECTION TWELVE: INVOICES

The Seller shall submit separate invoices per purchase after each service delivery. If partial shipments or deliveries are authorized by the Buyer, a separate invoice must be sent for each shipment or delivery made. All invoices must indicate the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. Unless otherwise instructed in writing, the Buyer may rely on the remittance address specified on the Seller's invoice. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The Buyer will furnish a tax exemption certificate upon request.

SECTION THIRTEEN: PAYMENT ON RECEIPT

Buyer shall make payment for the services at the time when, and at the place where, the services are received by Buyer. All proper invoices received by the Buyer will be paid within thirty days of the Buyer's receipt of the services or of the invoice, whichever is later. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which the Buyer may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved. If partial shipments or deliveries are authorized by the Buyer, the Seller will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery. The Buyer may withhold or set off the entire payment or part of any payment otherwise due the Seller to such extent as may be necessary on account of: i. delivery of defective or non-conforming deliverables by the

Seller; ii. third party claims, which are not covered by the insurance which the Seller is required to provide, are filed or reasonable evidence indicating probable filing of such claims; iii. failure of the Seller to pay Subcontractors, or for labor, materials or equipment; iv. damage to the property of the Buyer or the Buyer's agents, employees or contractors, which is not covered by insurance required to be provided by the Seller; v. reasonable evidence that the Seller's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; vi. failure of the Seller to submit proper invoices with all required attachments and supporting documentation; or vii. failure of the Seller to comply with any material provision of the Contract Documents. The Buyer's payment obligations are payable only and solely from funds appropriated and available for the purpose of this purchase. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Seller.

SECTION FOURTEEN: RISK OF LOSS

The risk of loss from any casualty to the services, regardless of the cause, shall be the responsibility of the Seller until the services have been accepted by the Buyer.

SECTION FIFTEEN: WARRANTY OF NO ENCUMBRANCES

Seller warrants that the services are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

SECTION SIXTEEN: WARRANTY OF PRICE

The Seller warrants the prices quoted to the Buyer are no higher than the Seller's current prices on orders by others for like services under similar terms of purchase. The Seller certifies that all prices have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor. In addition to any other remedy available, the Buyer may deduct from any amounts owed to the Buyer, or otherwise recover, any amounts paid for items in excess of the Seller's current prices on orders by others for like services under similar terms of purchase.

SECTION SEVENTEEN: WARRANTY OF TITLE

Seller warrants that at the time of signing this agreement, Seller neither knows nor has reason to know of the existence of any outstanding title or claim of title hostile to the rights of Seller in the goods.

SECTION EIGHTEEN: RIGHT OF INSPECTION

Buyer shall have the right to inspect the services on arrival and, within ten business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality or grade of the services, and Buyer must specify the basis of the claim of Buyer in detail. The failure of Buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by Buyer

SECTION NINETEEN: DEFAULT

The Seller shall be in default under the Contract if the Seller (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the contract, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.

SECTION TWENTY: FRAUD

Fraudulent statements by the Seller during the contract term shall be grounds for the termination of the Contract for cause by the Buyer and may result in legal action.

SECTION TWENTY-ONE: INDEMNIFICATION

For the consideration included in the proposal price, Seller shall pay, indemnify, and save harmless, the City, its agents, guests, consultants, invitees, and employees, from all suits, actions, claims, demands, losses, expenses, including attorney's fees, costs, and judgments of every kind and description to which the City, its agents, guests, consultants, invitees, or employees may be subjected to by reason of injury to persons or death or property damage, resulting from or growing out of any act of commission, omission, negligence, or fault of the contractor and his subcontractors, their agents or employees, committed in connection with this contract, contractor's performance hereof, or of any work performed hereunder.

Seller and his subcontractors shall indemnify and save harmless the City, its agents, or employees and consultants from and against all claims, demands, actions, suits, damages, losses, expenses, costs including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, state, county, or city law, bylaw, ordinance or regulation by the contractor, its agents, trainees, invitees, servants, and employees.

SECTION TWENTY-TWO: WAIVER OF SUBROGATION

The Seller and his subcontractors shall require their insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of Grapevine, Texas, its commissioners, partners, officials, directors, officers, agents, and employees and against all other contractors and subcontractors.

SECTION TWENTY-THREE: NOTICES

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the Seller shall be sent to the address specified in the Seller's Offer, or at such other address as a party may notify the other in writing. Notices to the Buyer shall be addressed to the City of Grapevine at 501 Shady Brook, Room 108, Grapevine, Texas 76051 and marked to the attention of the Purchasing Division.

SECTION TWENTY-FOUR: JURISDICTION AND VENUE

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Tarrant County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the Buyer to seek and secure injunctive relief from any competent authority as contemplated herein.

SECTION TWENTY-FIVE: INVALIDITY

The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

SECTION TWENTY-SIX: CLAIMS

If any claim, demand, suit, or other action is asserted against the Seller which arises under or concerns the Contract, or which could have a material adverse affect on the Seller's ability to perform under the Seller shall give written notice thereof to the City within ten days after receipt of notice by the Seller. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Grapevine City Attorney.

SECTION TWENTY-SEVEN: DOCUMENTS INCLUDED WITH THIS CONTRACT

The following documents shall be made a part of and will be included with this contract:

- Blanket Purchase Order
- Bid Pricing

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and date first written above

SELLER:

By Henry Manning Manning Concrete Sawing
Signature Company Name
Henry Manning 9536 Santa Monica
Typed/Printed Name Company Address
Owner Ft. Worth Tx 76116
Company Title City State Zip

THE STATE OF TEXAS §

COUNTY OF DALLAS §

Seller Acknowledgment

BUYER

By [Signature] City of Grapevine
Signature Company Name
Bruno Rumbelow 200 S. Main St.
Typed/Printed Name Company Address
City Manager Grapevine, Texas
Company Title 76051
City State Zip

THE STATE OF TEXAS §

COUNTY OF TARRANT §

Buyer Acknowledgment

Bid Lines

1	4 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$7.00 Total: \$7.00
2	6 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$10.82 Total: \$10.82
3	8 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$11.00 Total: \$11.00
4	4 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$7.00 Total: \$7.00
5	6 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$10.82 Total: \$10.82
6	8 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$13.00 Total: \$13.00
7	4 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$10.02 Total: \$10.02
8	6 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$14.02 Total: \$14.02
9	8 Inch Thick (1-500 SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$17.71 Total: \$17.71
10	4 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$10.62 Total: \$10.62
11	6 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$14.02 Total: \$14.02
12	8 Inch Thick (500 and up SF) (Flatwork to perform all concrete work / INCLUDING REMOVAL AND DISPOSAL. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$17.71 Total: \$17.71
13	Installation of brick pavers and truncated domes-Labor Only. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$10.00 Total: \$10.00
14	Wall footings. Quantity: <u> 1 </u> UOM: <u> CY </u> Unit Price: \$200.00 Total: \$200.00

1 5	Colored Concrete. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$12.30 Total: \$12.30
1 6	Stamped Concrete. Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$12.30 Total: \$12.30
1 7	6 Inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$34.00 Total: \$34.00
1 8	6 Inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$55.00 Total: \$55.00
1 9	6 Inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$65.00 Total: \$65.00
2 0	8 Inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$39.00 Total: \$39.00
2 1	8 Inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$50.00 Total: \$50.00
2 2	8-inch thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$60.00 Total: \$60.00
2 3	1 Foot thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 1-2-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$48.00 Total: \$48.00
2 4	1 Foot thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 2-3-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$50.00 Total: \$50.00
2 5	1 Foot thick, Vertical Retaining Wall (to Perform all concrete work) For projects of 3-4-Foot-High Wall. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$65.00 Total: \$65.00
2 6	0 - 100 linear feet of 6 Inch curb and 18 Inch gutter. NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$36.00 Total: \$36.00
2 7	101 - 500 linear feet of 6 Inch curb and 18 Inch gutter. NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$36.00 Total: \$36.00
2 8	501 - 1,000 linear feet of 6 Inch curb and 18 Inch gutter. NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$36.00 Total: \$36.00
2 9	1,001 – 1,500 linear feet of 6 Inch curb and 18 Inch gutter. NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$36.00 Total: \$36.00
3 0	1,501 – 3,000 linear feet of 6 Inch curb and 18 Inch gutter. NO REMOVAL OR DISPOSAL. Quantity: <u> 1 </u> UOM: <u> LF </u> Unit Price: \$36.00 Total: \$36.00

3 1	0 - 100 linear feet of 6 Inch curb and 18 Inch gutter. INCLUDING REMOVAL AND DISPOSAL.		
	Quantity: <u> 1 </u>	UOM: <u> LF </u>	Unit Price: \$40.00 Total: \$40.00
3 2	101 - 500 linear feet of 6 Inch curb and 18 Inch gutter. INCLUDING REMOVAL AND DISPOSAL.		
	Quantity: <u> 1 </u>	UOM: <u> LF </u>	Unit Price: \$40.00 Total: \$40.00
3 3	501 - 1,000 linear feet of 6 Inch curb and 18 Inch gutter. INCLUDING REMOVAL AND DISPOSAL.		
	Quantity: <u> 1 </u>	UOM: <u> LF </u>	Unit Price: \$40.00 Total: \$40.00
3 4	1,001 – 1,500 linear feet of 6 Inch curb and 18 Inch gutter. INCLUDING REMOVAL AND DISPOSAL.		
	Quantity: <u> 1 </u>	UOM: <u> LF </u>	Unit Price: \$40.00 Total: \$40.00
3 5	1,501 – 3,000 linear feet of 6 Inch curb and 18 Inch gutter. INCLUDING REMOVAL AND DISPOSAL.		
	Quantity: <u> 1 </u>	UOM: <u> LF </u>	Unit Price: \$40.00 Total: \$40.00
3 6	Unclassified Excavation and Disposal.		
	Quantity: <u> 1 </u>	UOM: <u> CY </u>	Unit Price: \$40.00 Total: \$40.00
3 7	Manhole Ring and Lid Adjustment Labor Only.		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: \$50.00 Total: \$50.00
3 8	Water Valve Adjustment Labor Only.		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: \$50.00 Total: \$50.00
3 9	Other Vendor Charges. Please Describe.		
	Quantity: <u> 1 </u>	UOM: <u> EA </u>	Unit Price: \$0.60 Total: \$0.60
	Supplier Notes: Saw cutting inch foot		

Response Total: \$1,364.94

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this 14th day of June, 2016, by and between the CITY OF Grapevine, Texas (hereinafter called "GRAPEVINE"), and the TOWN OF TROPHY CLUB, Texas (hereinafter called "TROPHY CLUB"), each acting by and through its duly authorized officials:

WHEREAS, GRAPEVINE and TROPHY CLUB are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, GRAPEVINE and TROPHY CLUB wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which GRAPEVINE and TROPHY CLUB may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of GRAPEVINE and TROPHY CLUB through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, GRAPEVINE and TROPHY CLUB have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; GRAPEVINE and TROPHY CLUB agree as follows:

1. GRAPEVINE and TROPHY CLUB may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

2. GRAPEVINE and TROPHY CLUB shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. GRAPEVINE and TROPHY CLUB shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on October 1, 2016, and shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

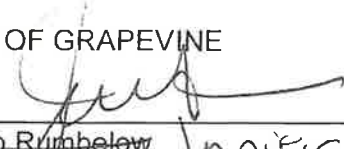
11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

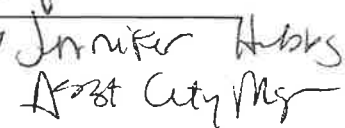
12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

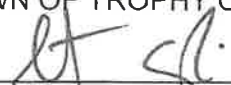
EXECUTED hereto on the day and year first above written.

CITY OF GRAPEVINE


Bruno Rumbelow
City Manager


Jennifer Hibbs
Asst City Mgr

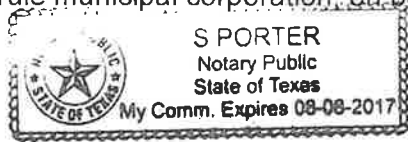
TOWN OF TROPHY CLUB

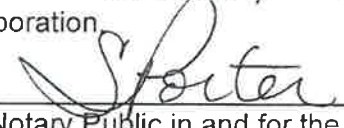

For By: Stephen Seidel
Town Manager

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the 28 day of June 2016, by Jennifer Hibbs City Manager of the **CITY OF GRAPEVINE, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

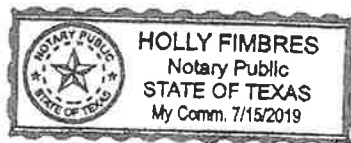


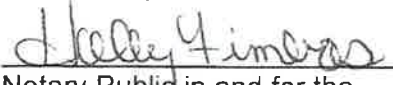

Notary Public in and for the
State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 14th day of June 2016, by Steven Flickman, Asst Town Manager of the **TOWN OF TROPHY CLUB, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.




Notary Public in and for the
State of Texas



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider accepting the Second Quarter Investment Report for Fiscal Year 2024. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The Town's current interest-bearing accounts have an ending market value of \$39,930,302 as of March 31, 2024, which is an increase of \$2,995,903 since December 31, 2023. Property tax revenue is collected primarily in the first and second quarters of the fiscal year. The portfolio is liquid with a weighted average life of 31 days.

The total average yield for this quarter was 5.37%, which is the same as the average yield for a rolling 6-month treasury-bill for the same period.

A substantial portion of the Town's investments remain placed in the InterBank Insured Cash Sweep account to take advantage of the fund's liquidity and the 5.65% yield.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The interest earnings for this quarter amount to \$534,089, bringing the Town's fiscal year-to-date interest earnings to a total of \$969,214.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2nd Qtr FY24 Investment Report

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the Second Quarter Investment Report for Fiscal Year 2024.



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2024

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Town of Trophy Club is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Investment Officer/Finance Manager

Chief Financial Analyst

Disclaimer: These reports were compiled using information provided by the Town. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2023			March 31, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	1.29%	\$ 1,383,302	\$ 1,383,302	0.77%	\$ 900,784	\$ 900,784
Money Markets/Local Gov't Investment Pools	5.52%	30,539,335	30,539,335	5.48%	33,950,818	33,950,818
CDs/Securities	5.47%	5,011,762	5,011,762	5.47%	5,078,700	5,078,700
Totals	5.35%	\$ 36,934,399	\$ 36,934,399	5.37%	\$ 39,930,302	\$ 39,930,302

<u>Current Quarter Average Yield (1)</u>	
Total Portfolio	5.37%
Rolling Three Month Treasury	5.46%
Rolling Six Month Treasury	5.37%
TexPool	5.32%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	5.36%
Rolling Three Month Treasury	5.49%
Rolling Six Month Treasury	5.43%
TexPool	5.34%

<u>Interest Revenue (Approximate)</u>	
Quarterly Interest Income	\$ 534,089
Year-to-date Interest Income	\$ 969,214

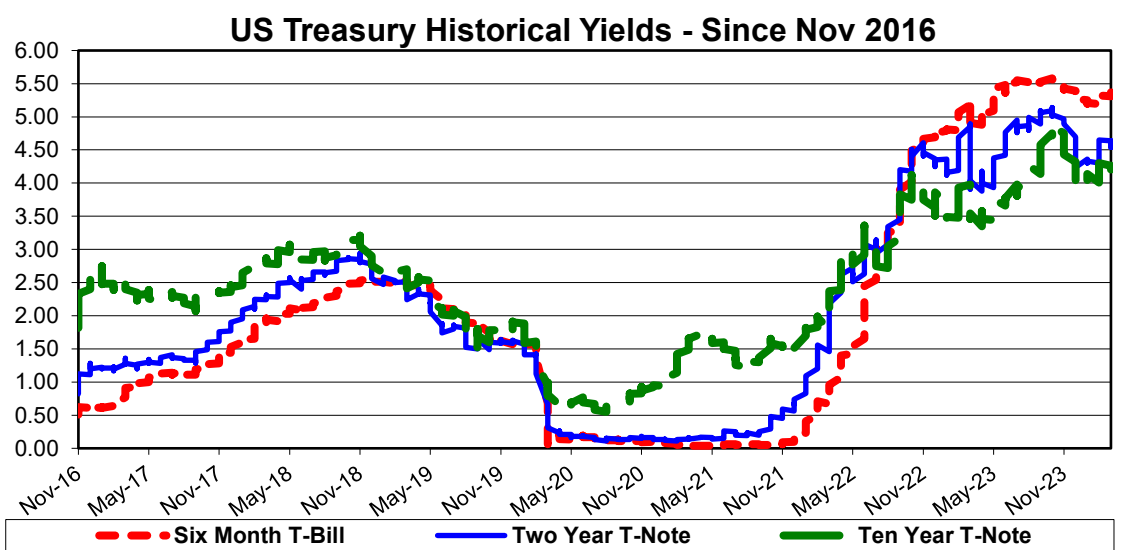
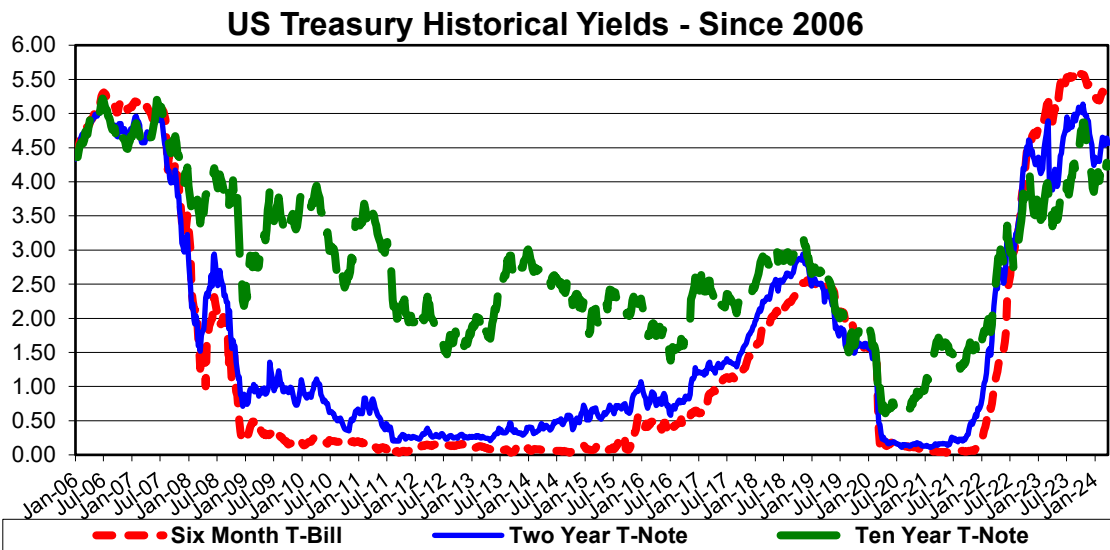
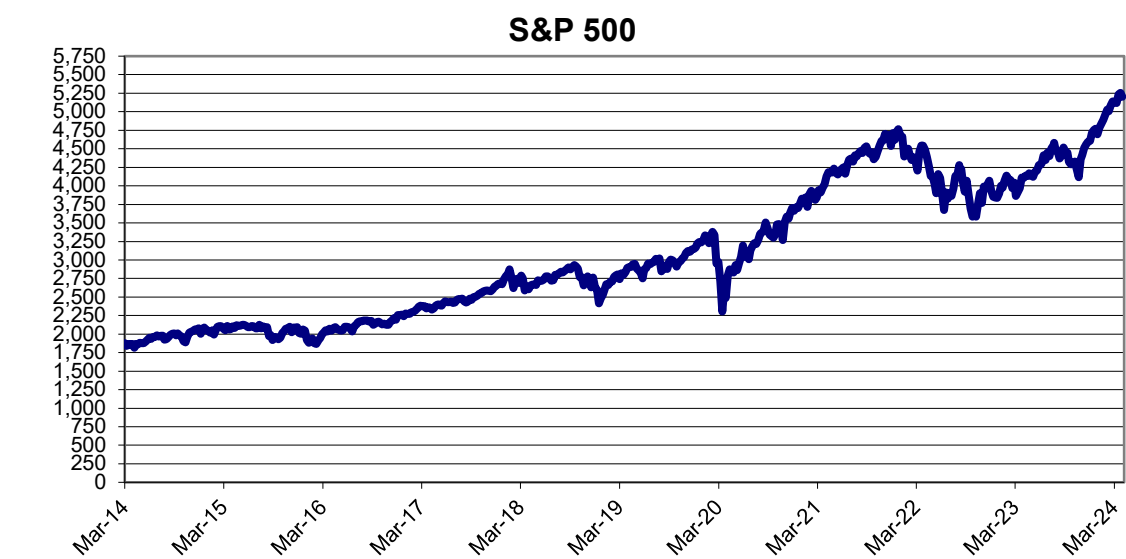
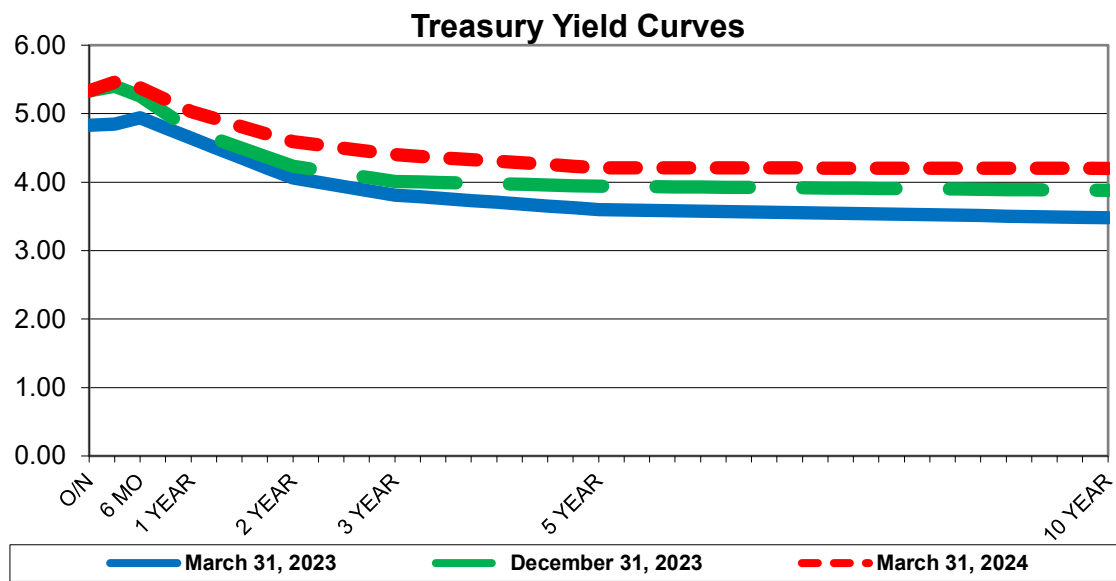
(1) **Current Quarter Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). All expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." Fourth Quarter 2023 GDP recorded a stronger than expected 3.4%. The S&P 500 Stock Index reached another new high closing over 5,200. The yield curve remains inverted but longer yields rose slightly. Crude Oil traded over \$87 per barrel. Inflation stubbornly remained above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.8%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.



Investment Holdings

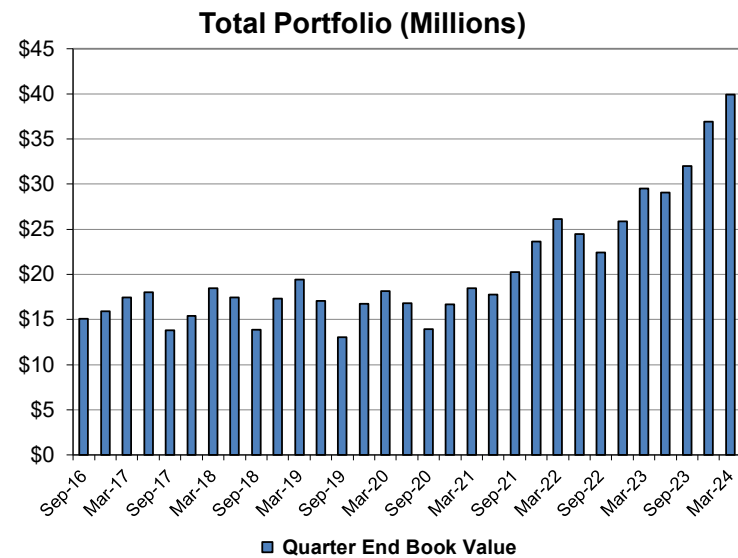
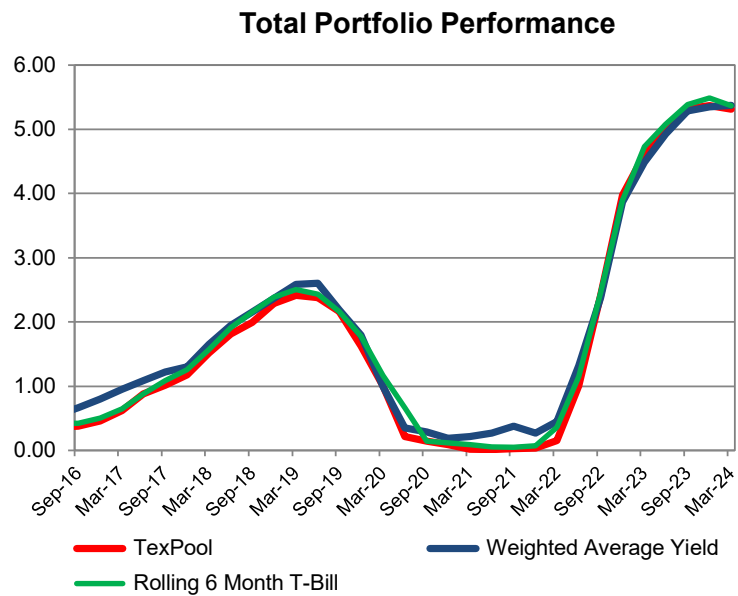
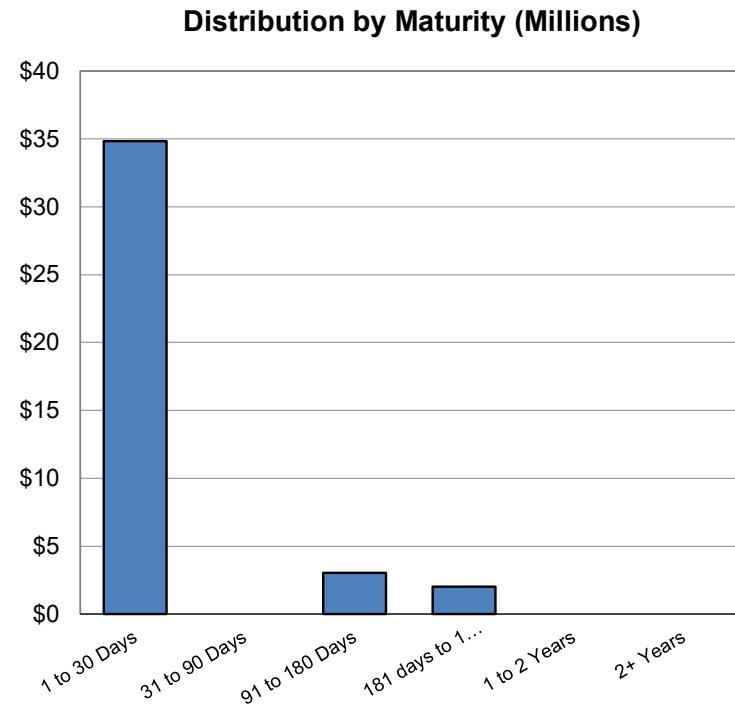
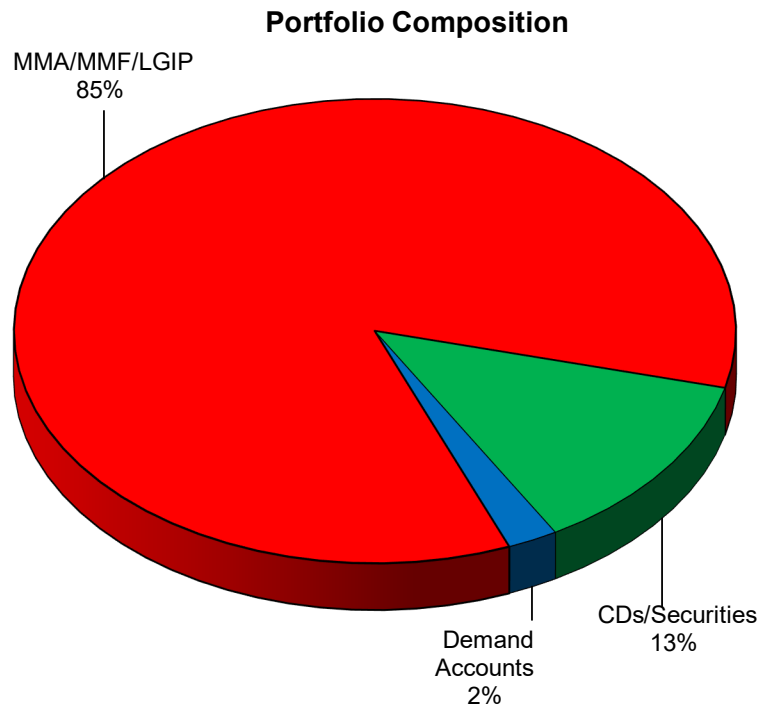
March 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
PlainsCapital Bank - Cash		0.77%	04/01/24	03/31/24	900,784	900,784	1.00	900,784	1	0.77%
InterBank Money Market Account		5.78%	04/01/24	03/31/24	250,192	250,192	1.00	250,192	1	5.78%
InterBank IntraFi MMA		5.65%	04/01/24	03/31/24	17,124,695	17,124,695	1.00	17,124,695	1	5.65%
TexPool LGIP	AAAm	5.32%	04/01/24	03/31/24	13,136,194	13,136,194	1.00	13,136,194	1	5.32%
TexasCLASS LGIP-Non-Gov't	AAAm	5.47%	04/01/24	03/31/24	5,895	5,895	1.00	5,895	1	5.47%
TexasCLASS LGIP-Gov't	AAAm	5.26%	04/01/24	03/31/24	3,433,844	3,433,844	1.00	3,433,844	1	5.26%
East West Bank CD		5.37%	09/09/24	12/08/23	3,051,186	3,051,186	100.00	3,051,186	162	5.52%
American Nat'l Bank & Trust CD		5.25%	03/20/25	12/28/23	2,027,514	2,027,514	100.00	2,027,514	354	5.39%
					\$ 39,930,302	\$ 39,930,302		\$ 39,930,302	31	5.37%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

(3) **Effective Blended Rate** - Stated Earnings Credit Rate (0.70%) and GAIC Interest Rate (0.40%) adjusted for Balance Assessment fee and then calculated as a Weighted Average Yield.



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/23	Increases	Decreases	Book Value 03/31/24	Market Value 12/31/23	Change in Market Value	Market Value 03/31/24
PlainsCapital Bank - Cash	0.77%	04/01/24	1,117,378	—	(216,594)	900,784	1,117,378	(216,594)	900,784
PlainsCapital Bank - ICS Sweep	4.20%	04/01/24	265,924	—	(265,924)	—	265,924	(265,924)	—
InterBank Money Market Account	5.78%	04/01/24	250,195	—	(3)	250,192	250,195	(3)	250,192
InterBank IntraFi MMA	5.65%	04/01/24	17,174,115	—	(49,420)	17,124,695	17,174,115	(49,420)	17,124,695
TexPool LGIP	5.32%	04/01/24	10,057,113	3,079,081	—	13,136,194	10,057,113	3,079,081	13,136,194
TexasCLASS LGIP-Non-Gov't	5.47%	04/01/24	5,815	80	—	5,895	5,815	80	5,895
TexasCLASS LGIP-Gov't	5.26%	04/01/24	3,052,098	381,745	—	3,433,844	3,052,098	381,745	3,433,844
East West Bank CD	5.52%	09/09/24	3,010,611	40,575	—	3,051,186	3,010,611	40,575	3,051,186
American Nat'l Bank & Trust CD	5.39%	03/20/25	2,001,151	26,363	—	2,027,514	2,001,151	26,363	2,027,514
TOTAL / AVERAGE	5.37%		\$ 36,934,399	\$ 3,527,845	\$ (531,941)	\$ 39,930,302	\$ 36,934,399	\$ 2,995,903	\$ 39,930,302

Allocation
March 31, 2024
Book & Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 900,784	\$ 910,370	\$ —	\$ —	\$ —	\$ (9,586)	\$ —
PlainsCapital Bank - ICS Sweep	—	—	—	—	—	—	—
InterBank Money Market	250,192	125,096	—	—	—	—	—
InterBank IntraFi MMA	17,124,695	11,593,518	—	—	—	—	—
TexPool LGIP	13,136,194	7,761,626	1,931,169	1,757,171	1,686,228	—	—
TexasCLASS LGIP-Non-Gov't	5,895	—	—	—	—	—	5,895
TexasCLASS LGIP-Gov't	3,433,844	—	—	—	—	2,970,176	463,667
 East West Bank CD	 3,051,186	 3,051,186	 —	 —	 —	 —	 —
American Nat'l Bank & Trust CD	2,027,514	2,027,514	—	—	—	—	—
 Total	 \$ 39,930,302	 \$ 25,469,309	 \$ 1,931,169	 \$ 1,757,171	 \$ 1,686,228	 \$ 2,960,590	 \$ 469,562

**Allocation
March 31, 2024
Book & Market Value**

(Continued)

	2017 CO Bond Funds	2021 CO Bond Funds	CIP Funds
PlainsCapital Bank - Cash	\$ —	\$ —	\$ —
PlainsCapital Bank - ICS Sweep	—	—	—
InterBank Money Market	125,096	—	—
InterBank IntraFi MMA	619,492	4,077,189	834,495
TexPool LGIP	—	—	—
TexasCLASS LGIP-Non-Gov't	—	—	—
TexasCLASS LGIP-Gov't	—	—	—
 East West Bank CD	 —	 —	 —
American Nat'l Bank & Trust CD	—	—	—
 Total	 \$ 744,588	 \$ 4,077,189	 \$ 834,495

**Allocation
December 31, 2023
Book & Market Value**

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,117,378	\$ 888,122	\$ —	\$ —	\$ —	\$ 229,256	\$ —
PlainsCapital Bank - ICS Sweep	265,924	265,924	—	—	—	—	—
InterBank Money Market	250,195	125,097	—	—	—	—	—
InterBank IntraFi MMA	17,174,115	11,429,625	—	—	—	—	—
TexPool LGIP	10,057,113	5,210,218	1,665,833	1,657,492	1,523,569	—	—
TexasCLASS LGIP-Non-Gov't	5,815	—	—	—	—	—	5,815
TexasCLASS LGIP-Gov't	3,052,098	—	—	—	—	2,644,502	407,596
 East West Bank CD	 3,010,611	 3,010,611	 —	 —	 —	 —	 —
American Nat'l Bank& Trust CD	2,001,151	2,001,151	—	—	—	—	—
 Total	 \$ 36,934,399	 \$ 22,930,748	 \$ 1,665,833	 \$ 1,657,492	 \$ 1,523,569	 \$ 2,873,758	 \$ 413,411

**Allocation
December 31, 2023
Book & Market Value**

(Continued)

	2017 CO Bond Funds	2021 CO Bond Funds	CIP Funds
PlainsCapital Bank - Cash	\$ —	\$ —	\$ —
PlainsCapital Bank - ICS Sweep	—	—	—
InterBank Money Market	125,097	—	—
InterBank IntraFi MMA	643,383	4,234,429	866,678
TexPool LGIP	—	—	—
TexasCLASS LGIP-Non-Gov't	—	—	—
TexasCLASS LGIP-Gov't	—	—	—
 East West Bank CD	 —	 —	 —
American Nat'l Bank& Trust CD	—	—	—
 Total	 \$ 768,480	 \$ 4,234,429	 \$ 866,678



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Tamara Smith, MSL, Assistant to the Town Manager

AGENDA ITEM: **First Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: The Town of Trophy Club issued a request for proposals on March 25, 2024, seeking a comprehensive small area plan for properties adjacent to State Highway 114 Frontage Road and Trophy Wood Drive. The aim is to redefine the property layout with a focus on various priorities, including enhancing economic resilience, fostering service-based employment, improving overall quality of life, promoting sustainability, enhancing pedestrian safety and walkability, facilitating future development, and addressing area parking needs.

The proposal submission period closed on April 15, 2024. Following a thorough review of bid packets by three EDC members and four staff members, it was determined that The John R. McAdams Company, Inc. ("McAdams") emerged as the top contender among the submissions. McAdams' successfully demonstrated the best skill set, extensive experience with similar projects, and profound understanding of the desired outcomes outlined in the small area plan.

The project will begin with a kickoff meeting to establish communication, confirm the scope, and set the schedule, followed by regular meetings and stakeholder interviews to identify opportunities and challenges. The team will inventory and analyze vacant or underutilized land, creating detailed maps and conducting a market study to understand local economic conditions and guide land-use strategies. A visioning phase will involve community engagement to develop guiding principles and solutions for identified issues. The final phase will involve presenting the preferred concept plan for adoption and creating implementation strategies, including critiques of existing ordinances and prioritization of recommendations for the Small Area Plan. The contract not-to-exceed amount will be \$89,437, and funding will be allocated from the Economic Development Corporation Fund.

State law provides that a Type B Corporation in a city with a population of 20,000 or less, may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the Corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

BOARD REVIEW/CITIZEN FEEDBACK: At their May 16, 2024 meeting, the Trophy Club Economic Development Corporation approved the professional services contract with McAdams in a not-to-exceed amount of \$89,437 to develop a small area plan furthering the Town's economic resilience and improve pedestrian walkability and safety in the area.

FISCAL IMPACT: The contract amount for services identified in the professional services contract for the small area plan is not-to-exceed \$89,437. This amount will be funded through the Economic Development Corporation Fund.

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

ATTACHMENTS:

1. Resolution Small Area Plan Agreement EDC
2. McAdams Small Area Plan RFP Exhibit

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE TOWN OF TROPHY CLUB, TEXAS, THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, AND THE JOHN R. MCADAMS COMPANY, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$89,437.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (the “Town”) is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in accordance with Texas Gov’t Code Ch. 2254, the John R. McAdams Company, Inc. (“McAdams”) responded to RFP No. TMO2024-01 to provide professional consulting services to identify development potential and create a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

WHEREAS, the Trophy Club Economic Development Corporation (“EDC”) has approved and recommended McAdams to the Town Council as the consultant for the Project, and the Town has been presented a proposed Professional Consulting Services Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Town and EDC have determined that McAdams is acceptable to the Town and EDC and the McAdams is the most highly qualified provider of professional consulting services for the Project; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council finds and determines that the Agreement should be approved, and the Town Manager shall be authorized to execute the Agreement on behalf of the Town.

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

SECTION 1.

The recitals above are true and correct and are incorporated into this resolution as if fully set forth herein.

SECTION 2.

The Agreement, attached hereto as **Exhibit A**, is found to be in the best interest of the Town and its citizens and is approved in the not-to-exceed amount of \$89,437.00.

SECTION 3.

The Town Manager is hereby authorized to execute the Agreement.

SECTION 4.

This Resolution shall become effective from and after its passage after two separate readings.

PASSED AND APPROVED on FIRST READING this the 28th day of May, 2024.

PASSED AND APPROVED on SECOND READING this the ____ day of _____, 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT “A”

Professional Consulting Services Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Professional Consulting Services Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2024, by and between the Town of Trophy Club, a Texas home-rule municipality (the “Town”), the Trophy Club Economic Development Corporation (“EDC”), a nonprofit Corporation organized under Title 12, Subtitle C1, and Ch. 505 of the Texas Local Government Code, and The John R. McAdams Company, Inc. (dba McAdams), 201 Country View Drive, Roanoke, Texas (the “Consultant”).

RECITALS

WHEREAS, the Town and EDC have requested proposals pursuant to RFP No. TMO2024-01, to identify development potential and create a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

WHEREAS, the Town and EDC desire to obtain professional consulting services in connection with the Project as provided in this Agreement and the detailed Fee Schedule, Scope of Services, and Proposal attached hereto as **Exhibit A**; and

WHEREAS, in accordance with Texas Gov’t Code Ch. 2254, the Consultant responded to RFP No. TMO2024-01, and the Town and EDC have determined that the Consultant is acceptable to the Town and EDC and the Consultant is the most highly qualified provider of professional consulting services for the Project, and the Consultant is willing to enter into this Agreement with the Town and EDC to perform such professional consulting services as more fully described in this Agreement and **Exhibit A** (collectively referred to as the “Services”); and

NOW, THEREFORE, in consideration of the premises above and the mutual covenants contained herein, and for other good and valuable consideration, the Town and the Consultant agree as follows:

AGREEMENT

1. Services

Consultant shall perform the Services described in this Agreement and **Exhibit A**, which is attached to and made a part of this Agreement.

2. Compensation and Reimbursement

- 2.1. The Town or EDC shall pay Consultant a fee in the amount of EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY SEVEN DOLLARS (**\$89,437**) for the Services.
- 2.2. Consultant shall submit invoices to the Town monthly, as the work progresses. The Town shall then pay Consultant the total amount of the statement which is validly due within thirty (30) days in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251, with the final monthly installment being paid upon satisfactory completion of

the services. All payments made under this Agreement shall be made from currently available funds in accordance with Texas law.

- 2.3. In the event the Town should request additional services not set forth in **Exhibit A**, Consultant and the Town shall agree on the compensation for those services prior to performance by Consultant. Under no circumstances will Consultant perform additional services without prior written authorization from the Town.

3. Confidential Relationship and Media Coverage

- 3.1 The Town and EDC may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the Services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the Town or EDC, as applicable. The Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third-party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third-party.
- 3.2 Consultant shall not disclose any reports, recommendations, conclusions, or other results of the services or the subject matter of this Agreement without the prior written consent of Town or EDC, as applicable.
- 3.3 Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.
- 3.4 Consultant will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the Town or EDC, or any of the services provided by Consultant to Town or EDC, under this Agreement without the prior written authorization of the Town or EDC, as applicable. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the Town's Director of Corporate Communications.

4. Proprietary Rights

- 4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of the Town, excluding any pre-existing proprietary rights of Consultant, including without limitation its standard details.

- 4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be owned by and be available for use by the Town. The Town shall have unlimited right for the benefit of the Town for use in future projects to all drawings, designs, specifications, the Consultant's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement. Any use of the aforementioned documents for future projects shall be at the Town's own risk and shall be made without use of Consultant's name or registration seal and without any liability whatsoever to the Consultant, its agents, employees, subcontractors, and consultants, and the Town shall hold harmless Consultant from any and all claims, liability, damages, and costs arising from such use.

5. Term

This Agreement shall be effective on the date first mentioned above (the "Effective Date"), and shall remain in effect until the Services are completed (the "Termination Date"). This Agreement shall be subject to termination upon a ten (10) day written notice at any time by the Town. In the event of termination prior to the Termination Date for any reason, payment shall be made for the Services performed through the effective termination date including reimbursable expenses (expenses in addition to Consultant's compensation for its services which are incurred by Consultant directly related to the Project) then due. In addition, upon termination or expiration of this Agreement, Consultant shall return to the Town any and all equipment, documents, or materials, and all copies made thereof, which Consultant received from, or developed for the Town or EDC for the purposes of this Agreement.

6. Right to Audit

The Town or EDC, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by Consultant with respect to the services. If such audit shall disclose overpayment by Town or EDC to Consultant, written notice of such overpayment shall be provided to Consultant and the amount of overpayment shall be promptly reimbursed by Consultant to the Town or EDC. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. INDEMNIFICATION

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN AND EDC, TOGETHER WITH THE TOWN'S AND EDC'S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE TOWN AND EDC, THE "TOWN INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO

THE SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD-PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY CONSULTANT, THE TOWN, OR THE EDC. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE TOWN INDEMNIFIED PARTIES. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE TOWN AND EDC IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE TOWN INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF TOWN EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that Town is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the Town's or EDC'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 Gov't Code, as amended, the Town's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't 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.

8. Insurance

Prior to the commencement of Services under this Agreement, Consultant shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate policy limit per year, covering the Services provided under this Agreement, including contractual liability under this Agreement. A "claims made" policy is acceptable subject to coverage being maintained during the course of the Project and up to two (2) years after completion and acceptance of the Project by the Town and EDC. Consultant shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail. Consultant will maintain general liability insurance coverage as follows:

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1 Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	Town to be provided a <u>WAIVER OF SUBROGATION AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
2 Commercial General (Public) Liability to include coverage for: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	Town to be listed as <u>ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
3 Business Auto Liability to include coverage for: a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	Town to be listed as <u>ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.

The Town and EDC, including their officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this Agreement, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the Town), with regard to the Consultant's activities as required by this Agreement. The Consultant shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the Town and EDC, and all premiums arising from the coverage herein shall be the responsibility of the Consultant. Consultant shall maintain such general liability coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail.

9. Notices

Any notices, consents, or other communications required or permitted to be given pursuant to this Agreement must be in writing and shall be sent to the address set forth below (or such other address as the party might hereafter designate for itself by notice to the other parties as required hereby). Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage pre-paid; by hand delivery; by overnight courier service; or by facsimile, with an original by regular mail. Any such notice or communication shall be effective on (a) the date of receipt if delivered personally; (b) three (3) days after deposit in an official depository under the regular care and custody of the United States Postal Service, if transmitted by registered or certified mail, return receipt requested; (c)

the first business day after the date of deposit, if transmitted by overnight courier service; or (d) the date of transmission with confirmed answer back, if transmitted by facsimile, whichever shall first occur:

To Town and EDC: Town of Trophy Club
Attn: Brandon Wright
1 Trophy Wood Drive
Trophy Club, TX 76262

Trophy Club Economic Development Corporation
Attn: Brandon Wright
1 Trophy Wood Drive
Trophy Club, TX 76262

To Consultant: The John R. McAdams Company, Inc.
Attn: Jameson Pinson
201 Country View Drive,
Roanoke, TX 76262

10. General

- 10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement and completion of the Services.
- 10.2 Consultant shall perform the Services as an independent contractor and shall not be considered an employee of Town or EDC for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. Consultant hereby expressly waives any claim or entitlement to such benefits.
- 10.3 The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- 10.5 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- 10.6 This Agreement shall be governed by the laws of the State of Texas, without regard for conflict of laws principles. Venue of any action arising from this Agreement shall be in Denton County, Texas.
- 10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

- 10.8 This Agreement constitutes the entire understanding between Consultant, Town, and EDC respecting the Services described herein.
- 10.9 Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
- 10.10 Ethics Disclosure. To the extent required by law, 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 Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.
- 10.11 Additional Verifications. To the extent required by Texas law, 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 the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Easement Agreement; and (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 Easement Agreement; (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.

[SIGNATURE PAGE TO FOLLOW]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TOWN:
TOWN OF TROPHY CLUB, TEXAS

By: Brandon Wright, Town Manager

Date: _____

ATTEST:

By: Tammy Dixon, Town Secretary

EDC:
TROPHY CLUB ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation

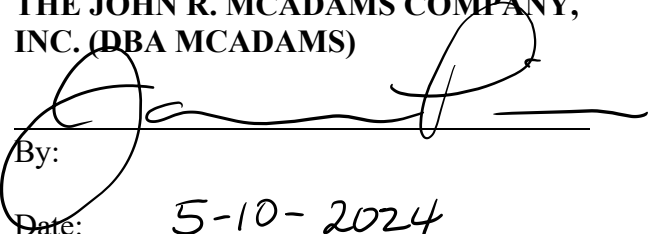
By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:
THE JOHN R. MCADAMS COMPANY,
INC. (DBA MCADAMS)

By: 

Date: 5-10-2024

ATTEST:

By:

ATTEST:

Board Secretary

EXHIBIT A

FEE SCHEDULE, SCOPE OF SERVICES, AND PROPOSAL



**PURCHASING AND CONTRACTING DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

**For
SMALL AREA PLAN**

RFP No. TMO2024-01

Issue Date:
3/15/2024

BID SUBMISSION DEADLINE:
****4/15/2024 at 3:00 PM CST****
NO LATE BIDS SHALL BE ACCEPTED

RESPONSES SHALL BE DELIVERED TO:

Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

RESPONSES SHALL BE MAILED TO:

Town of Trophy Club Finance Department
1 Trophy Wood Drive
Trophy Club, TX 76262

Pre-Submittal Conference will be held:

March 18, 2024, at 11:00AM CST
Community Conference Room
1 Trophy Wood Drive
Trophy Club, TX 76262

**FOR ADDITIONAL INFORMATION
REGARDING THIS RFP PLEASE CONTACT:**

April Duvall
Director of Finance
aduvall@trophyclub.org

**BIDDERS MUST RETURN THIS COMPLETED
COVER SHEET ALONG WITH THE BIDDER'S
RESPONSE:**

April Duvall
Director of Finance
aduvall@trophyclub.org
1 Trophy Wood Drive
Trophy Club, TX 76262

**NAME AND ADDRESS OF COMPANY
SUBMITTING BID:**

The John R. McAdams Company, Inc.
(dba McAdams)

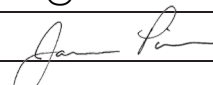
201 County View Drive, Roanoke, TX 76262

Contact Person: Jameson Pinson

Title: Director, Landscape Architecture

Phone: (940) 240 - 1012 Fax: (940) 240 - 1015

Email: jpinson@mcadamsco.com

Signature: 

Printed Name: Jameson Pinson

Shall contract be available for Cooperative Contract use? (See Section 25, page 9) Yes ☒ No ☐

Acknowledgment of Addenda: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐



April 15, 2024 ∨

Town of Trophy Club

RFQ #TM02024-01 - Small Area Plan

April 15, 2024

April Duvall | Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

RE: RFQ #TMO2024-01 - Small Area Plan

Dear Ms. Duvall,

McAdams is pleased to submit our professional qualifications for the Town of Trophy Club's Small Area Plan to identify development potential for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive. With our innovative approach to urban planning and development, we are confident in our ability to deliver inspiration and a vision to create a distinct setting with the Town's last remaining frontage on SH 114.

McAdams is committed to creating dynamic and vibrant communities that meet the diverse needs of their residents and visitors. Our team of professionals bring together expertise in planning and entitlements; urban planning; market analysis (or studies; landscape architecture; civil engineering; and geomatics to develop innovative solutions that maximize the potential of every site. We have successfully completed similar projects in various communities, and our resume speaks to our ability to deliver results and exceed expectations.

In the following qualifications, our team proposes our process that aligns with the requested scope of work outlined in the request for qualifications. We offer the following strengths:

- I Leadership + Staff Dedicated to Your Success:** Jameson Pinson, RLA, will serve as project manager, bringing over 13 years of experience serving clients, planning open spaces and designing great placemaking environments. He is an open, clear communicator and a diligent manager of our exceptional staff and team. Jameson uses his experience to create experiences for the end users. He will lead a team of planners, designers and landscape architects, including:
 - Randi Rivera, AICP, our planning lead, who has over 16 years in planning and entitlements, bringing positive impact to the community she serves;
 - Mitchell Silver, FAICP, Hon. ASLA, our urban planning and implementation lead, bringing over 38 years of urban planning expertise, including being named as one of the top international thought leaders of the built environment;
 - Justin Lansdowne, PE, our civil engineering lead, has over 13 years of design experience, focused on quality, creative solutions and client communication;
 - Suja Joseph, our GIS lead, has over 20 years of experience, including working for the City of Grapevine in the Public Works department; and
 - Jason Claunch, with Catalyst, our market analysis lead, who has teamed with McAdams on multiple projects throughout North Texas, including the Small Area Plans for Highland Village, Texas.
- I National + Local Leaders:** Our team is well balanced between national leaders in key disciplines and local experts where it counts the most, specifically community placemaking and local zoning. Our sub-consultant for marketing analysis, Catalyst, is well-versed in the market conditions within the Dallas-Fort Worth area and is very familiar with the Town of Trophy Club from past working relationships.

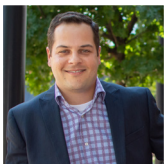
- Passionate About Placemaking:** We are a dedicated team of experience makers. Long before the project breaks ground, our designers understand how to mold the three-dimensional (3D) environment to attract users to a place.
- Proven Community Engagement Techniques:** Our engagement process is responsive to these challenging times and results in inclusive, collaborative and transparent engagement.

We understand the importance of aligning our plans with the community's vision for growth, prosperity and quality of life. Therefore, we are committed to engaging with stakeholders and community members throughout the planning process to ensure that their voices are heard, and their input is integrated into the final plan. Our approach is collaborative and inclusive, and we believe that by working together, we will create an innovative and sustainable plan that reflects the unique character and aspirations of the Town.

The proposed Small Area Plan will encompass a mix of uses that cater to diverse community needs and provide a long-term solution to enhance the area's vibrancy, resiliency and financial performance. McAdams is very familiar with the existing Tax Increment Re-investment Zone (TIRZ); applauds the Town's desire to expand the TIRZ; and will apply our vast background with TIRZ districts to aid the Town through the paperwork and zoning process. Our robust market analysis will help direct the most successful land uses and help secure the greatest future tax base for the benefit of the community. We will explore innovative solutions for area parking and walkability to provide placemaking experiences that promote pedestrian use and safety, and create a more connected and accessible environment between some of the existing and proposed tenants. McAdams will work alongside the Town to help achieve its goal to create a dynamic hub for commerce, recreation and residential living that will serve as a catalyst for economic growth and revitalization, while attracting and retaining service-based employment opportunities.

We are excited about the opportunity to contribute to the evolution of the Town's fabric and create a lasting impact on the community. Our Roanoke is located in the neighborhood and will quickly respond to any urgent needs or spontaneous meetings within a short notice. Thank you for considering our firm for this important project. We look forward to working together and bringing your vision to fruition.

Sincerely,
McAdams



Jameson Pinson RLA
Director, Landscape Architecture
940. 240. 1012 | jpinson@mcadamsco.com



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State of Philosophy + Project Understanding

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VII

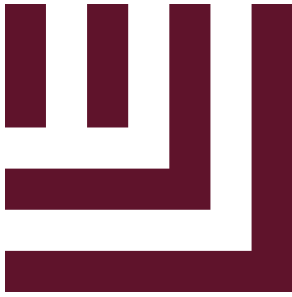
Project Pricing

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Appendix

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OUR LOCATIONS

Roanoke, TX
201 Country View Drive
Roanoke, TX 76262
940. 240. 1012

Lewisville, TX
Raleigh, NC (HQ)
Durham, NC
Charlotte, NC
Winston-Salem, NC

FOUNDED

April 2, 1979

OUR LICENSURE

Texas:
TBPELS:
#F-19762 (Engineering)
#10194440 (Surveying)

TBAE: #BR3185

North Carolina:
NCBELS: #C-0293
NCBOLA: #C-187

Meaningful Experiences Through Inspired Design.

About Us

Cultivating planning, design and engineering expertise since 1979.

McAdams is a full-service civil engineering, land planning, landscape architecture, transportation and geomatics firm headquartered in Raleigh, North Carolina with offices in Roanoke and Lewisville, Texas and Durham, Charlotte and Winston-Salem, North Carolina.

Our People

Get to know the experience makers.

Comprised of more than 475 professionals, the firm includes over 175 professional engineers and engineering designers; 26 registered landscape architects; 11 certified planners; 19 professional land surveyors; 10 LEED® certified professionals; seven certified floodplain managers; two certified floodplain surveyors; one certified arborist; and one certified professional in erosion and sediment control.

Engaged in impactful projects, we bring together creative solutions that energize communities. Our work goes beyond design and engineering, focusing on thoughtful and resourceful experiences.

Our Services

We strategically align top-tier expertise with extensive experience tailored to each project type. These capabilities include:

- Urban Planning + Design
- Land Planning
- Landscape Architecture
- Civil Engineering
- Stormwater
- Stream + Wetland Design
- Geomatics
- Transportation
- Construction Administration
- Grant Funding Advisory Services



McAdams Principals

COMPANY PRINCIPALS	TITLE	MCADAMS EXP.
Mike Munn, PE	President + Chief Executive Officer	27 years
Jon Moore, PE	Chief Operating Officer	26 years
Mary Heath	Chief Administrative Officer	8 years
Dwight Collinson	Chief Financial officer	> 1 year
Marc Leblanc	Chief Technology Officer	25 years
Iona Thomas, AICP	Chief Growth + Strategy Officer	7 years
Bobby Dollak, PE	Vice President, Dallas-Fort Worth Metro	31 years
Amos Clark, PE	Vice President, Water Resources	29 years
Will Letchworth, PE	Vice President, Transportation	2 years
Greg Bewley, PLS	Vice President, Geomatics	19 years
Brandon Finch, PE	Vice President, Energy	26 years
Bill Derks, PE	Vice President, Land Development	28 years
Rob Reddick, PE	Vice President, Civil / Site Design	18 years
David Malcolm, RLA	Vice President, Planning + Design	10 years
Mitchell Silver, FAICP, Hon. ASLA	Principal, Urban Planning	3 years



HIGHLAND VILLAGE, TX
Small Area Plans

Current Active Projects

Our team has worked on many projects throughout North Texas and the Carolinas in our combined history of providing landscape architecture, site / civil engineering, permitting, planning, surveying, stormwater and construction administration services. Our team brings the experience and expertise that is needed to successfully manage and design a project from notice-to-proceed to as-builts and our team knows how to successfully navigate the permitting process.

The following table reflects a partial record of current projects in North Texas our team is actively working on. Projects listed are representative public projects. Through our experience, McAdams understands a collaborative and inclusive approach is required to ensure careful consideration is made on behalf of the community and stakeholders and achieve the Town's vision to enhance vibrancy and foster sustainable economic growth. Our experience in this area allows us to mitigate and proactively address any potential challenges and provide solutions.

PROJECT NAME LOCATION	PROJECT TYPE	ROLE	STATUS
The Canals Mansfield, TX	Mixed-use + Civic Buildings	Prime	07/2025 est.
On-call Planning + Engineering Services Lake Dallas, TX	Urban Design	Prime	09/2024 est. (with annual renewal)
Furst Ranch Flower Mound, TX	Mixed-use	Prime	On-going
Cactus Canyon Argyle TX	Retail	Prime	10/2024 est.
Lakeside Crossing, Amenity Pool + Dog Park Flower Mound, TX	Mixed-use	Prime	09/2024 est.
Monarch Flower Mound, TX	Mixed-use	Prime	12/2024 est.
Roanoke Police Department + Municipal Court Facility Roanoke, TX	Civic Buildings	Sub-consultant	09/2025 est.
Bedford Commons Bedford, TX	Mixed-use	Prime	On-going
The Reserve at Marty B's Bartonville, TX	Retail	Prime	09/2025 est.

Our Teaming Partners



Location +
Number

3232 McKinney Ave.
5th Fl.
Dallas, TX 75204
972. 999. 0081

MARKET ANALYSIS

Catalyst is well-known and well-regarded across the nation in analyzing the economic conditions of a community, understanding outside influences and developing well-grounded economic strategic plans for communities of all sizes. Catalyst's experience is equally as strong working on activation of private development projects, including downtowns, corridors, airports and mixed-use environments. Catalyst has diverse public / private experience across the United States and has completed projects for over 60 municipalities, many national developers and national operators.



Small Area Plans | Highland Village, TX



MANSFIELD, TX

The Canals at Mansfield

PROJECT OWNER
City of Mansfield

PROJECT DATES
07/2023 (start)
07/2025 est. (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$93,000

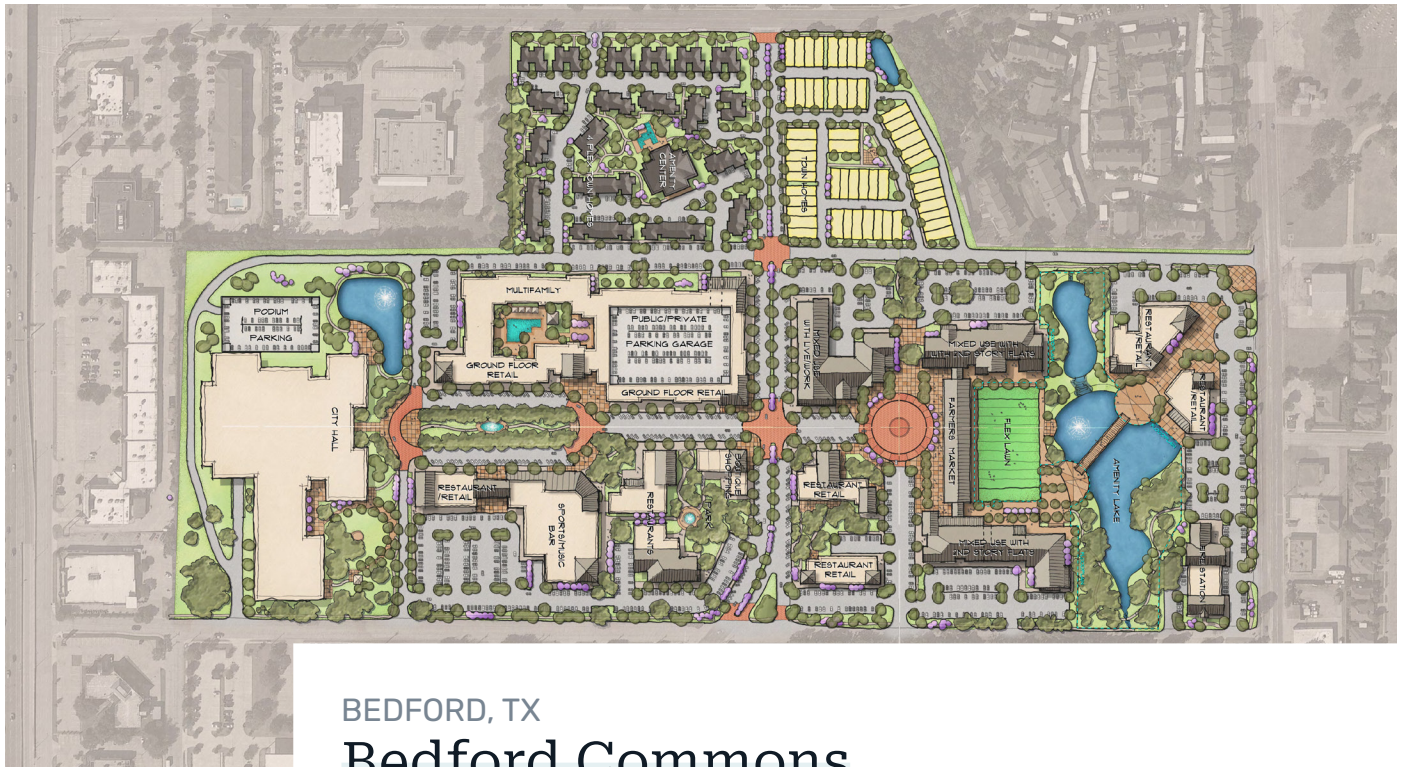
PROJECT SIZE
Approx. 200 acres

SERVICES PROVIDED
Surveying
Planning
Civil Engineering
Landscape Architecture
Water Resources

This master plan is designed to establish a dynamic mixed-use district at the heart of the City of Mansfield and fosters an activated residential community that seamlessly integrates live, work and play opportunities. Positioned as an anchor of this visionary project, the new City Hall will be located at the southeast corner of the site and serve as a pivotal catalyst for municipal and governmental services. Central to the plan is the incorporation of a river canal, designed not only for its aesthetic appeal, but also as a unique attraction contributing to the area's entertainment and recreational offerings. Modeled after successful water-centric developments, the canal adopts a specific shape that harmonizes with the overall geometric design of the site. The canal, accessible by boats and recreational devices, at a consistent elevation, links to multiple lakes, providing both site detention and expanded outdoor activities. Thoughtful water elements facilitate stormwater conveyance, directing it to the south of the site while adhering to appropriate release rates for the floodplain off-site.

The Canals at Mansfield will offer double-sided canal frontage, enhancing the real estate value of the area with premier restaurants lining its edges to provide exceptional outdoor dining experiences. The development boasts interconnected open spaces and includes a defined central park, which emphasizes walkability and a pedestrian-friendly design. This holistic approach ensures activities abound at every turn, creating an engaging environment for residents and visitors alike. In addition to its intrinsic appeal, this development holds significant economic promise for the City, offering a diverse array of opportunities that are poised to generate substantial economic revenue.

The vision for Mansfield was to establish a vibrant destination—a genuine vertical mixed-use development with the potential to draw residents and visitors from both Dallas and Fort Worth. Just as The Canals masterplan has accomplished, the Trophy Club Small Area Plan can leverage its prime location along with an appealing mix of uses to establish a destination to attract users, thereby enhancing the Town's long-term



BEDFORD, TX Bedford Commons

PROJECT OWNER
City of Bedford

PROJECT DATES
11/2022 (start)
On-going (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$164,000

PROJECT SIZE
28 acres

SERVICES
Surveying
Boundary + Verification
Surveys
UAS Flight + Data Services
ALTA / NSPS Land Title
Survey
Concept Planning
Preliminary Engineering
Water Resource Design
City Flood + Drainage Studies

Bedford Commons is a 28-acre, mixed-use development in the heart of the City of Bedford. The project included flood studies for the City of Bedford and the Federal Emergency Management Agency (FEMA), with priority in amenitizing the existing FEMA flooding source. Our team is also assisting with stormwater mitigation design. The initial phase is City funded, with the Water Resources team coordinating directly with the City and with the Landscape Architecture and Civic Spaces team to maximize opportunities for multi-use mitigation facilities.

The City of Bedford, a bedroom community and suburb of Fort Worth, underwent rapid growth without ever cultivating its own downtown or city center — a focal point representing its identity. Bedford Commons is now preparing a vision to create a new City center, likewise, Trophy Club can pioneer a new identity centered around its Town hall.



ROANOKE, TX

Roanoke City Center + City Hall

PROJECT OWNER
City of Roanoke

PROJECT DATES
08/2015 (start)
On-going (end)

PROJECT COSTS
Construction: \$13.8M
McAdams' Fee: \$349,500

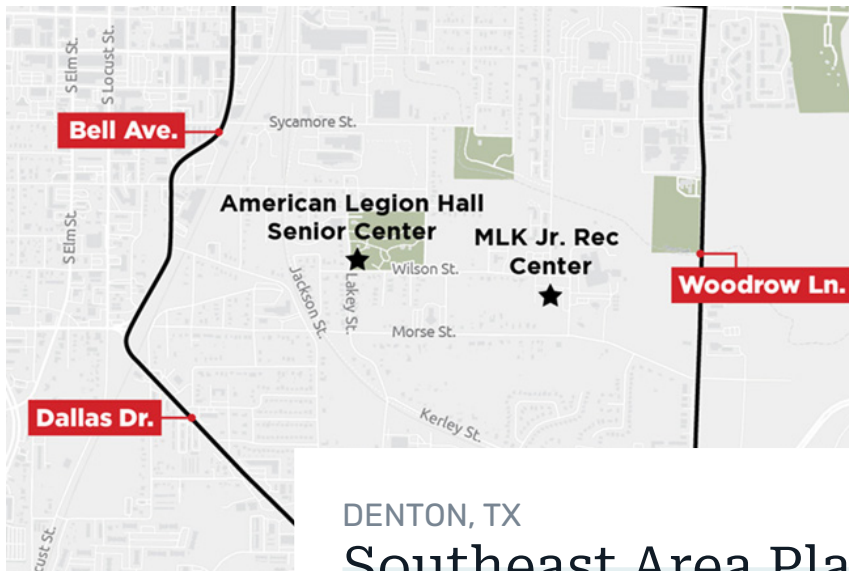
PROJECT SIZE
22.3 acres (total)

SERVICES
Landscape Architecture
Planning
Civil Engineering
Surveying
Road + Utility Design
Construction Staking

The City of Roanoke did not have a distinctive nor definitive downtown area. When City leadership decided to build a new City Hall, McAdams was on the team to develop a small area plan and the 22.3-acre site to allow for the new City Hall and surrounding area. After working closely with City staff and presenting several master plans, a final plan was selected. The master plan services also included a parking and land use analysis; phasing; economic benefit projections; public financing options; and three-dimensional modeling. After master planning the site, McAdams assisted with rezoning and creating a Planned Development, including the 1.2-acre City Hall site. Additionally, we designed and coordinated the surrounding 20 acres of retail; hotel; office; multifamily; brownstones and restaurant pad sites; and streetscape. Streetscape design for the mixed-use development was significant to making the downtown area attractive and accessible. Elements were designed and implemented such as enhanced pavement, raised crosswalks and roundabouts to ensure there were traffic calming areas and plenty of parking opportunities like on-street parking, parking lots and parking garages for residents and workers.

Roanoke City Hall is a 29,030-square foot, two-story building designed in a town courthouse-style. Roanoke City Hall is located in the center of the fast growing "City Center" downtown development where citizens can live, work and play, all in the same location. We worked closely with municipal staff and elected officials to bring a life-long municipal dream to the citizens of Roanoke.

Roanoke City Center situates the City hall within a mixed-use plan at the terminus of their downtown zone, Oak Street. Oak Street and City Center serve as the stage for their claim to fame as the Unique Dining Capital of Texas. Similarly, Trophy Club's small area plan can leverage its location potential to create a new landscape, offering a moment of pride for its residents and extending a warm welcome to visitors from across the State.



DENTON, TX Southeast Area Plan

PROJECT OWNER
City of Denton

PROJECT DATES
02/2023 (start)
03/2024 (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$95,000

PROJECT SIZE
approximately 70 blocks

SERVICES
Land-use Planning
Neighborhood + Parks
Assessment
Public Engagement
Equity Assessment
Implementation Strategies

HDR and McAdams are working with residents and stakeholders to identify areas that are important for preserving the cultural character of the Southeast Denton neighborhoods; address the development pressures being felt within and adjacent to the study area; identify areas where change can occur for the advancement of the neighborhood; and to suggest ideas for future improvements.

The primary approach for community engagement was to build community trust and a partnership with the community, identify those areas that are important to the residents and stakeholders for preserving the current cultural character and land uses, as well as those areas where change can occur, and ultimately create implementation strategies that will respond to the development pressure being experienced in the study area.

- | Held two rounds of listening sessions;
- | Appointed and met twice with an Advisory Committee;
- | Developed key themes after each listening session;
- | Developed an immediate actions or quick wins approach to implement concerns while the planning process was underway;
- | To ensure more diverse voices and age groups were heard, listening sessions were supplemented with in-person surveys;
- | Held a Community Visioning workshop;
- | Conducted visual preference surveys to explore missing middle housing options; and
- | Additional community meetings will be held to review the draft and final plan.

The Southeast Denton Area Plan leans into community engagement to identify growth opportunities for advancement of the neighborhood. Denton staff, the consulting team and community-led steering committees collaborated to preserve important cultural areas of the Southeast Denton neighborhoods; address the development options within an adjacent to the study area; and to provide an implementation action plan for future commercial and social improvements.



HIGHLAND VILLAGE, TX Small Area Plans

PROJECT OWNER
City of Highland Village

PROJECT DATES
09/2021 (start)
On-going (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$465,000

PROJECT SIZE
City-wide

SERVICES
Master Planning
Landscape Architecture
Community Engagement

The Small Area Plans, as part of the overall Comprehensive Plan Update, focuses on potential development of the vacant tracts of land, as well as redevelopment opportunities for underutilized tracts. The Parks, Recreation and Open Space Master Plan Updates and the Trail System Master Plan Update are an analysis of existing conditions and facilities and providing projections for the future. The FM 407 Trail Corridor and Amenity Plan is a study in pedestrian, bicycle and golf cart transportation and providing a new multi-modal trail system to provide connectivity to all the major retail facilities in the City. McAdams' project approach sought input from community stakeholders to develop a strong project vision combined with economic and planning expertise and analysis. This approach informed development recommendations that guided the City's decision-making process. Such recommendations were reinforced by community input through the engagement process.

The main component of the Comprehensive Plan Update was the small area planning conducted for the identified opportunity areas that were predominately located at the gateway entrances into the City. Highland Village has only eight percent of remaining vacant land and we went through an extensive community engagement process and economic analysis to evaluate the highest and best uses in order to align with community goals and values for each of the tracts.

We prepared plan scenarios to seek input from stakeholders and refined the plans throughout the collaborative engagement process. Working closely with Catalyst, we were able to identify a value per acre assumption based on certain uses. This information was helpful to inform stakeholders of the fiscal implications in the decision making process.

Town of Trophy Club

PROJECT LEADERSHIP

Principal-in-Charge



Robert J. Dollak, Jr.
PE

Project Manager



Jameson Pinson
RLA

Special Advisor



Von Beougher
PE

PRIME CONSULTANT

Planning



Randi Rivera
AICP

| Patricia Fant AICP

Urban Planning /
Implementation



Mitchell Silver
FAICP, Hon. ASLA

Civil Engineering



Justin Lansdowne
PE

| Michael Cox PE

Landscape Architecture



Jameson Pinson
RLA

| Justin Sparks RLA

GIS



Suja Joseph

SUB-CONSULTANT

Market Analysis



Jason Claunch

| Chris Branham

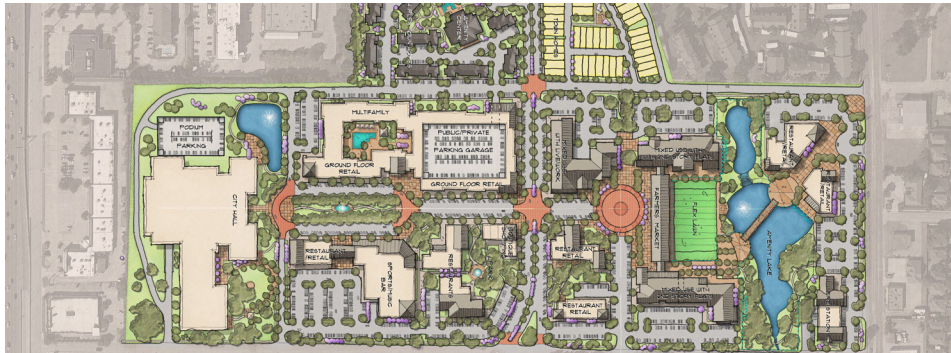
EXAMPLE PROJECT KEY			
1	The Canals at Mansfield Mansfield, TX	4	Southeast Area Plan Denton, TX
2	Bedford Commons Bedford, TX	5	Comprehensive Plans Update Highland Village, TX
3	Roanoke City Center + City Hall Roanoke, TX		

PROJECT ROLE KEY			
	Site Investigation + Due Diligence		Civil Design
	Land Planning		Landscape Architecture
	Project Advocacy + Community Engagement		3D Visualization
	Project Management		Urban Design + Plan Implementation

NAMES OF KEY PERSONNEL	ROLE IN PROJECTS				
	EXAMPLE PROJECTS LISTED IN RELEVANT EXPERIENCE OF THE FIRM				
	1	2	3	4	5
Bobby Dollak	 		 		 
Jameson Pinson	    	  			
Von Beougher			 		
Randi Rivera	  		  		   
Patricia Fant	 				 
Mitchell Silver				  	
Justin Lansdowne		 	 		
Michael Cox					
Justin Sparks	 				
Suja Joseph					

Mansfield, TX

Matt Jones
Assistant City Manager
1200 E. Broad St.
Mansfield, TX 76063
817. 276. 4228



Bedford, TX

Andrea Roy
Assistant City Manager /
Development
2000 Forest Ridge Dr.
Bedford, TX 76021
817. 952. 2200

Roanoke, TX

Cody Petree
Mayor
500 S. Oak St.
Roanoke, TX 76262
817. 491. 2411

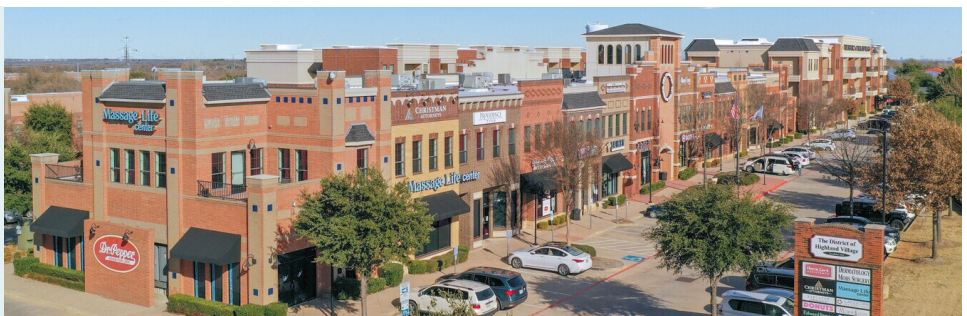


Denton, TX

Tina Figgins
Deputy Director Development
Services
401 N. Elm St.
Denton, TX 76201
940. 349. 8507

Highland Village, TX

Paul Stevens
City Manager
1000 Highland Village Rd.
Highland Village, TX 75077
972. 899. 5131



Project Understanding

Knowledge of the Town of Trophy Club Community

Our team at McAdams has had the privilege of designing several projects that are enjoyed by Trophy Club residents. With an office in Roanoke, we are very knowledgeable about the area and understand the challenges and opportunities of the community, as some of our employees currently reside within Trophy Club. We take great pride in our work. Over the past 15 years, we have had the privilege of participating in the collaboration and design on nearby projects, such as Roanoke City Center, Entrada in Westlake, Charles Schwab campus and Granada in Westlake. We are very aware of the enhanced quality of life expectations that are deeply valued by the community residents and business owners, and are ready to help the Town continue to meet and exceed these expectations. As the Town of Trophy Club nears build-out, fiscal resiliency becomes increasingly critical to maintain the level of service and expectations of the community. With over 4,000 feet of frontage along SH 114, Trophy Club is in a strong position to improve the commercial tax base, promote economic development and provide more amenity services for its residents and guests.

Project Philosophy + Approach

At McAdams, our philosophy is a values-based approach that prioritizes the community's core principles as part of the decision-making process. This approach focuses on community engagement; quality of life and other community goals; collaboration throughout the process; evaluation of scenario plans; and implementation strategies. These combined components prove to be essential for creating inclusive, resilient and vibrant communities. By centering our decisions around the values and principles of the community, we ensure that our actions align with the needs and desires of the people we serve. We are here to serve Trophy Club.

The scope of services for the project is an overall framework consisting of five phases – **Explore, Evaluate, Envision, Enact and Execute.**

PHASE I: EXPLORE

Project Initiation + Kick-off: We will begin with a kick-off meeting with the project team (consultant and Town staff) to determine the best way to collaborate and coordinate effectively. We will clarify and confirm the executed scope of work; establish the communication methods; and confirm deliverables and the project schedule. In addition to the kick-off meeting, we propose regular monthly meetings with Town staff and up to four interdepartmental meetings, including, but not limited to, the Parks and Recreation department and the Transportation department.

The McAdams team will conduct a series of stakeholder interviews consisting of Town staff, property owners and business owners within the area. These interviews, as well as a site visit with Town staff, will serve as the launching point for identifying opportunities and challenges from those that are intimately familiar with the area.

PHASE II – EVALUATE

Inventory + Analysis: The project team will assess and inventory the tracts of land that are vacant, underutilized or are suitable for redevelopment. We will build a project base map using a combination of geographic information systems (GIS), AutoCAD, Indesign and Photoshop that will illustrate existing site conditions to determine possible constraints, as well as identifying possible attributes that can be opportunities. We will prepare a detailed and illustrative plan that clearly depicts the opportunities and constraints of the area.

Market Study: The market component will evaluate economic conditions for Trophy Club and regional statistics to understand local context to the broader region, including:

- Exploring economic conditions, such as local talent; occupational clusters; shift-share analysis and other economic factors specific to market demand and program justification; explore market demand for commercial

and residential to guide an updated land-use strategy; and activation for catalyst areas along the SH 114 corridor and other key areas;

- I Assessing and benchmarking the market and to explore ways to improve the local economy with expanded commercial options that can improve diversity of Trophy Club's economy and address economic gaps, especially in the catalyst areas; and
- I Evaluating and prioritizing goals in order to update and create newly refined goals. This will be done in accordance with a future vision established as part of the public engagement process.

PHASE III: ENVISION

Visioning + Framework: Envisioning is the most exciting phase of the project where the foundation for the future vision of the area plan is laid. Following the completion of initial stakeholder interviews; inventory and analysis of existing conditions; and based on what we learn about the community in the explore phase, we will work with Town staff to refine the engagement plan and outreach strategies, if needed. We also propose engaging the community by presenting the findings back to them in a community open house or community visioning workshop. The objective of this engagement activity is to:

- I Confirm that we heard the voices in the community correctly by presenting and acknowledging the history of the community (the good and bad), the community's relationship to the Town and current and future needs;
- I Define a common understanding and consensus related to the past and present conditions based on the inventory and analysis;
- I Develop a future vision for the planning area through development of guiding principles; and
- I Collaboratively create community solutions to address the issues, needs and gaps identified in the exploration phase.

Upon completion of the community visioning, McAdams will summarize public input and begin compiling the information obtained during the Explore and Envision phases as a start to the draft area plan document. These findings will inform the next deliverable, which is the preparation of two scenario concept plan illustrations for staff review. With staff input and guidance we will prepare the preferred concept plan illustration and then present the collection of findings and preferred plan to Town Council in worksession setting.

PHASE IV: ENACT

Finalization + Adoption: In this phase we will prepare the preferred concept plan illustration based on Town Council feedback and present the plan document for adoption by the Town Council. We will present the draft document at appropriate meetings to Town staff reviewers for comments. We will also present or assist staff in presenting or providing content of the final plan document at the Town Council public hearings. Following adoption, we will conduct a close out meeting with Town staff to deliver the final plan document, a performance-monitoring spreadsheet to assist staff in tracking the various recommendations in the plan and electronic files of the backup data used to produce the plan.

PHASE V – EXECUTE

Implementation Strategies: After developing the vision and guiding principles for the plan, we will develop preliminary recommendations and implementation strategies. Concurrent with the other plan components, McAdams will provide a critique of the existing development-related ordinances, such as zoning, subdivision regulations and signage regulations, to name a few. The project team will outline how these should be modified to align with current development trends and support implementation of these plans from a regulatory perspective. Based on the outcome of the inventory and needs assessment(s), the project team will develop a series of recommendations to advance the Small Area Plan. The recommendations will be prioritized and assigned a short-, mid- and long-term time frame for implementation. The final plan will be presented to Town staff for comments.

State of Philosophy + Project Understanding | Section VII

DELIVERABLES	FEE
Project Program	\$5,180.00
Stakeholder Interviews Summary	\$3,990.00
Opportunities + Constraints Plan(s)	\$3,837.50
Market Study	\$18,672.00
Community Engagement Materials	\$7,937.00
<i>Demographics + Market / Trade Area</i>	
<i>Opportunities + Constraints Plan (could be several maps of the different areas)</i>	
Community Engagement Findings	\$1,420.00
Scenario Concept Plan Illustrations (2)	\$9,540.00
Council Work Session Powerpoint Presentation	\$3,422.00
Preferred Concept Plan	\$7,995.00
Area Plan document (including drafts + final version)	\$14,944.00
Total	\$76,937.50
<i>Additional Services if Requested</i>	
3D Massing Model + GLA Charts	\$6,450.00
Statistically Valid Survey	\$10,000.00
Create + Maintain a SAP Website	\$10,000.00
Fiscal Impact Analysis	\$7,500.00
3D Model + Perspective Renderings	\$28,000.00
3D Animated Video	\$18,000.00
Total	\$79,950.00

Tasks Hourly Rates	Von Beougher \$325	Bobby Dollak \$290	Randi Rivera \$210	Jameson Pinson \$210	Justin Lansdowne \$200	Suja Joseph \$160	Patricia Fant \$145	Mike Cox \$205	Mitchell Silver \$325	Justin Sparks \$140	Jason Claunch \$378	Chris Branham \$216	Admin \$100	Estimated Contract Subtotals
KICK-OFF PREP			2.00	2.00									3.00	\$1,140.00
DESIGN FEE PROPOSAL			2.00	4.00									4.00	\$1,660.00
KICK-OFF MEETING WITH STAFF			2.50	2.50	2.50									\$1,550.00
CREATE DESIGN SCHEDULE			1.50	1.50				1.50					2.00	\$830.00
SITE VISIT			1.50	1.50										\$937.50
LANDOWNER ONE-ON-ONE MEETINGS			5.00	5.00							5.00			\$3,990.00
BASEMAP CREATION			1.00	2.00	1.00	5.00	4.00	2.00		2.00				\$2,900.00
COMMUNITY ENGAGEMENT PREPARATION			2.00	2.00			5.00			5.00			2.00	\$2,465.00
COMMUNITY ENGAGEMENT WORKSHOP MTG.	3.00	3.00	3.00	3.00			3.00			3.00	4.00			\$5,472.00
COMMUNITY GOALS SUMMARY			2.00	2.00			4.00							\$1,420.00
MARKET ANALYSIS / DEMOGRAPHICS			1.00	1.00							14.00	60.00		\$18,672.00
(2) INITIAL CONCEPT DESIGNS FOR STAFF			6.00	10.00	2.00		4.00		2.00	10.00	2.00			\$7,146.00
MEETING WITH STAFF			3.00	3.00							3.00			\$2,394.00
PREFERRED CONCEPT DESIGN (1 CONCEPT)			2.00	2.00			3.00			7.00	2.50			\$3,200.00
TOWN COUNCIL WORK SESSION	2.00		3.00	3.00							4.00			\$3,422.00
MEETING WITH STAFF			2.00	2.00										\$840.00
WRITTEN DOCUMENT ON SMALL AREA PLAN			8.00				15.00		1.00					\$4,180.00
IMPLEMENTATION PLAN			4.00	1.00			4.00		8.00		6.00	4.00	4.00	\$7,762.00
REVISED PREFERRED CONCEPT (1 CONCEPT)			2.00	2.00			3.00			5.00				\$1,975.00
FINAL CONCEPT (1 CONCEPT)			2.00	2.00			4.00			4.00				\$1,980.00
TOWN COUNCIL ADOPTION	2.00		2.00	2.00							4.00			\$3,002.00
	\$2,275.00	\$870.00	\$12,075.00	\$11,235.00	\$1,100.00	\$800.00	\$7,105.00	\$717.50	\$3,575.00	\$5,040.00	\$16,821.00	\$13,824.00	\$1,500.00	\$76,937.50
Total Base Bid														\$76,937.50
Reimbursibles Costs														\$5,000.00
Total														\$81,937.00

Additional Services if Requested														
3D MASSING MODEL + GLA CHARTS														\$6,450.00
STATISTICALLY VALID SURVEY														\$10,000.00
CREATE + MAINTAIN A SAP WEBSITE														\$10,000.00
FISCAL IMPACT ANALYSIS														\$7,500.00
3D MODEL + PERSPECTIVE RENDERINGS														\$28,000.00
3D ANIMATED VIDEO														\$18,000.00
Total														\$79,950.00



McAdams
Lewisville, TX

EDUCATION
Bachelor of Science in Civil
Engineering, Texas A&M
University

REGISTRATIONS
PE: TX #86898

AFFILIATIONS
Cross Timbers Rotary

Flower Mound Chamber of
Commerce

CEO Institute, Christian
Business Executives, 2009 -
present

National Society of
Professional Engineers

Texas Society of Professional
Engineers

Denton County Chapter
TSPE- Past President

PRINCIPAL-IN-CHARGE
Robert J. Dollak, Jr. PE

Robert “Bobby” has over 25 years of design and development experience in the north Texas area and serves as vice president of McAdams Dallas-Fort Worth region. As vice president, he oversees strategic planning and business development; provides training opportunities for staff improvement; and coordinates with team leaders to ensure quality; accuracy; and timeliness of projects and deliverables. Bobby is passionate about mentoring and he positively encourages team members to do their best at everything they are involved with, both professionally and personally, and he is a staunch advocate for our clients’ success.

The River Walk at Central Park
Flower Mound, TX

This 158-acre mixed-use project is the centerpiece of the Town of Flower Mound located at the intersection of the two major thoroughfares through the Town. Numerous public hearings and stakeholder meetings were held to gain consensus of a new concept for the Town. Our efforts included all of the entitlements and public infrastructure design as well as Federal Emergency Management Agency (FEMA) floodplain remapping featuring nearly a mile of the man-made, pedestrian-friendly, linear River Walk with extensive landscaping to create special places along the river.

Silveron Park, Mixed-use, Pedestrian-friendly Community
Flower Mound, TX

Silveron Park includes a mixture of land uses that include retail, restaurant, office, medical office and residential components. The mix of uses are connected by a pedestrian circulation system that originates from The Green Plaza + Play area and finds its way to many corners of the development. Silveron Park - a wide, yet linear park - acts as the spine of the open space connection and the community itself. Residents, employees and the public are encouraged to explore Silveron Park via the interlinked web of pedestrian connections for travel to their destination or recreation.

ADDITIONAL
NOTABLE PROJECTS



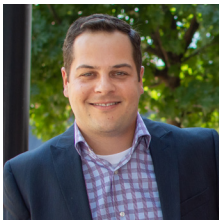
Furst Ranch
Flower Mound, TX



Lewisville City Hall
Lewisville, TX



Richardson Restaurant Park
+ BierGarten
Richardson, TX



McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in
Landscape Architecture,
Oklahoma State University

REGISTRATIONS
Registered Landscape
Architect (RLA): TX #2826

AFFILIATIONS
Texas American Society
of Landscape Architects -
Associate

American Society of
Landscape Architects (ASLA)
- Associate

Landscape Architecture
Professional Advisory
Committee at Oklahoma
State University

PROJECT MANAGER | LANDSCAPE ARCHITECTURE LEAD
Jameson Pinson RLA

Jameson serves as director of landscape architecture in the Dallas-Fort Worth region in Texas. His love for the outdoors and its raw elements are what drive his passion for landscape architecture design. His thoughtful approach allows him to engage with clients to create places that involve users and gives them a shared sense of appreciation. His strengths include conceptual site planning, creative problem solving, project visioning and construction details.

Southwest Community Park
Mansfield, TX

The City of Mansfield Parks and Recreation department engaged McAdams to complete a community park and athletic complex concept master plan for a 138-acre City owned parcel. The master planning process entailed a study of site opportunities and analysis; spatial diagram concepts; community engagement; site plan concept; and an estimate of probable construction cost. The master plan includes park program elements, such as soccer fields with supporting restrooms and maintenance buildings; tennis courts; pickleball courts; basketball courts; destination playgrounds and skate park; walking trails; and a large aquatics center to serve the surrounding community.

Briercliff Park, Master Plan
Denton, TX

The Briercliff Park Master Plan is an improvement project for the existing 9.62-acre City park. McAdams is designing an extended trail system; new amenities (such as splashpads); additional parking; and a proposed new restroom facility for the park. McAdams' project approach recieved input from community stakeholders to develop a strong project vision, combined with economic and planning expertise and analysis. This approach informs development recommendations that guide the City's decision-making process. The final construction drawings have been completed and submitted to Texas Parks and Wildlife and have been approved for a grant. The grant application is currently being considered by the National Parks Department.

ADDITIONAL
NOTABLE PROJECTS



Silveron Park, Mixed-use, Pedestrian-friendly Community
Flower Mound, TX



Rosedale Fort Worth
Fort Work, TX



Cross Roads Town Center
Cross Roads, TX



McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in
Architectural Engineering,
Kansas State University

REGISTRATIONS
Professional Engineer (PE):
TX #69087

AFFILIATIONS
National Society of
Professional Engineers

American Society of Civil
Engineers

Texas Society of Professional
Engineers

Texas Society of Professional
Surveyors, Affiliate

Denton County Chapter TSPE,
Vice President

SPECIAL ADVISOR
Von Beougher PE

Von has been creating places and designing infrastructure in North Texas since 1986, including over 70 K-12 campuses and scores of single-family neighborhoods. His passion for others is exemplified in his public service positions with Chambers of Commerce, Rotary Club and children’s charities. As principal with McAdams, he promotes the company and its employees both internally and in the public arenas.

Bartonville Towne Center
Bartonville, TX

Bartonville Town Center is the first commercial development in the Town of Bartonville, Texas. Designed as a mixed commercial project, with retail / restaurants on the first floor and office uses on the second floor, this unique six-acre project collects stormwater runoff and recycles it through the organically designed retention ponds, with bridges and pedestrian walkways along the densely landscaped pond fringes and babbling brook amenities between ponds. The Texas Department of Transportation (TxDOT) deceleration lanes were partially funded with public funds, and the site is served by a rural water supply district. Underground water wells are utilized to replace evaporative losses from the amenity ponds, as well as to supplement on-site landscape irrigation needs.

Lewisville City Hall
Lewisville, TX

As the City of Lewisville continued to grow, City leaders desired a new free-standing City Hall in the heart of the Original Town of Lewisville to serve to revitalize and stimulate growth near the Denton County Transportation Authority light rail station. McAdams was hired to survey and replat two full city blocks and incorporate two street / alley rights-of-way for the new two-story City Hall building. In addition, we designed the civil site plan; landscape and irrigation plans; along with on-street parking. The City desired to preserve the original city water well-house, by strategically designing walkways and landscape elements, we were able to preserve it.

ADDITIONAL
NOTABLE PROJECTS



Roanoke City Center + City
Hall
Roanoke, TX



MCL Grand Theater
Lewisville, TX



Mill Street Elementary
School
Lewisville, TX



McAdams
Lewisville, TX

EDUCATION
Bachelor of Arts in Political
Science, University of Texas,
Arlington

Master of City + Regional
Planning, University of Texas,
Arlington

REGISTRATIONS
American Institute of Certified
Planners (AICP): TX #210740

AFFILIATIONS
American Planning
Association (APA)

Urban Land Institute (ULI)

PLANNING LEAD
Randi Rivera AICP

Randi leads the planning and entitlement effort for projects in the Dallas-Fort Worth market. She is an effective resource for clients as she understands the critical elements necessary to transition innovative design concepts into reality. As an advocate for clients, she works closely with other design professionals, municipal staff members, community officials and other stakeholders to design projects that result in a positive impact for the communities we serve.

Millennium, Mixed-use Development
Corinth, TX

Millennium is a mixed-use development designed to be a lifestyle destination for the City of Corinth, Texas. The design intent is to grace the open space between I-35E entry and the 1.5-acre pond with enhanced pedestrian paving, large canopy trees, lighting, street furnishings, landscaping, water feature and a meandering brook highlighted with natural stone. It includes both residential and non-residential uses in a walkable setting that frame a linear waterway with a plaza at one terminus and a 1.5-acre pond at the other. The plaza will become a gathering place for the community and will include outdoor dining opportunities and a water feature or statue. Millennium’s concept is to create an environment for people that is comfortable, enjoyable and at the human scale.

Furst Ranch
Flower Mound, TX

Furst Ranch is a one-of-a-kind development, authentically inspired by nature. Over 2,000 acres of gently rolling hills, pastures and creeks filled with stands of native trees. Through biophilic design and 30% open spaces, Furst Ranch will ensure natural beauty is integrated throughout. Furst Ranch encompasses approximately 2,000 acres ideally located in southern Denton County, the ranch now stretches across multiple jurisdictions, including the Town of Flower Mound, the Town of Bartonville and the extraterritorial jurisdictions of Bartonville and Argyle. Denton county is one of the fastest growing counties in Texas and with this northward growth, the center of the metroplex is shifting north. Furst Ranch is forecasted to be located in the center of this growing metroplex.

ADDITIONAL
NOTABLE PROJECTS



Highlands Plaza
Flower Mound, TX



The River Walk at Central
Park
Flower Mound, TX



The Canals at Mansfield
Mansfield, TX



URBAN PLANNING / IMPLEMENTATION

Mitchell Silver FAICP, Hon. ASLA

McAdams
Raleigh, NC

EDUCATION
Bachelor of Architecture,
Pratt Institute

Master of Urban Planning,
Hunter College

REGISTRATIONS
AICP: NC #013522

AFFILIATIONS
American Planning
Association (Past President,
Secretary / Treasurer, Board
of Directors)

AICP Immediate Past
President, Fellow + Member

ASLA, Honorary Member
(Hon. ASLA)

Congress for New Urbanism,
Board Member

City Parks Alliance, Co-chair

Mitchell is responsible for providing advisory services in urban planning, placemaking, parks and public space planning with an emphasis on diversity, equity and inclusion. Mitchell also serves as an ambassador and thought leader for the company at regional and national organizations and events. Mitchell is an award-winning planner with over 38 years of experience and is internationally recognized for his leadership in the urban planning profession; parks and public space planning; and contributions to contemporary planning issues. Known by his colleagues as a passionate communicator, creative thinker, problem-solver and visionary leader, Mitchell has spearheaded many cutting-edge trends, innovative solutions and visionary plans. Mitchell is one of the nation’s most celebrated urban thinkers. He was selected to Planetizen’s list of the 100 Most Influential Urbanists in the world. In addition, he has been honored as one of the top 100 City Innovators in the world by UBM Future Cities and the Urban Times named him one of the top international thought leaders of the built environment. Prior to joining McAdams, Mitchell served as parks commissioner of the New York City Department of Parks and Recreation. As the former parks commissioner, Mitchell oversaw the management, planning and operations of nearly 30,000 acres of parkland, which includes parks, playgrounds, beaches, marinas, recreation centers, wilderness areas and other assets. Prior to returning to his native New York City as parks commissioner, he served as the chief planning and development officer and planning director for the City of Raleigh. As planning director in Raleigh, he led the comprehensive plan update process and a rewriting of the development code to create a vibrant 21st Century city. He was an outspoken advocate for Raleigh and helped transform it into a world-class city with great streets, great places and great neighborhoods.

Pack Square, Visioning Document
Asheville, NC

Mitchell is the project manager and principal in charge for this project. The City of Asheville and Buncombe County hired McAdams to create a vision for Pack Square after the removal of a monument which was a symbol of white supremacy. The vision is intended to be aspirational in order to heal a community and lay the foundation for a new equitable and inclusive public space where everyone feels welcome.

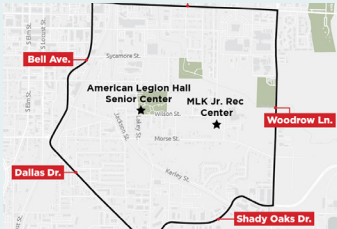
ADDITIONAL
NOTABLE PROJECTS



Greensboro Community
Conversations
Greensboro, NC



Small Area Plans
Highland Village, TX



Southeast Area Plan
Denton, TX



CIVIL ENGINEERING LEAD
Justin Lansdowne PE

McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in Civil
Engineering, Texas A&M
University

REGISTRATIONS
PE: TX #121990

AFFILIATIONS
National Society of
Professional Engineers

Texas Society of Professional
Engineers

Justin has been with McAdams since 2011 and serves as senior project manager in the Engineering department. With a background in civil engineering and 13 years of experience, he brings a deep understanding of the development process for public, residential, commercial and energy projects. His responsibilities include the organization and management of the planning, design and construction of civil engineering-related projects; client management; contract negotiations; project budgeting; and project delivery. He is passionate about providing an exceptional client experience throughout the development process. He is experienced in all phases of the design process, including programmatic development; entitlements; community and stakeholder involvement; conceptual and detailed design; construction drawings and specifications; and construction administration. He creates a project delivery environment within McAdams that focuses on quality, creative solutions and client communication.

Roanoke City Center + City Hall
Roanoke, TX

Roanoke City Hall is a 29,030-square foot, two-story building designed in a town courthouse-style. Roanoke City Hall is located in the center of the fast growing “City Center” downtown development where citizens can live, work and play all in the same location. Concurrently with the 1.2-acre City Hall site, we designed and coordinated the surrounding 20 acres of retail, multi-family, brownstones and restaurant pad sites. Our services included topographic and boundary surveys; several final plats; a pedestrian-oriented plaza; grading; utility service plan and profile for water and sanitary sewer; paving; storm sewer; electrical; and fiber.

Pepper Creek Ranch
Flower Mound, TX

McAdams was responsible for assisting the developer in procuring the zoning and entitlements for the master planned community, the design team worked closely with the developer and the Town of Flower Mound to create a development suitable to meet the needs of each party. McAdams designed the road alignments to avoid existing natural features to preserve large expanses of open space on the property. The design team was responsible for the design of all the roadways, water lines and storm sewer systems within the project. The landscape team assisted with the design of the pond area; water features around the entrance; and the landscaping within the round-a-bout and along the State roadway adjacent to the development.

**ADDITIONAL
NOTABLE PROJECTS**



Millennium, Mixed-use
Development
Corinth, TX



Marty B's
Bartonville, TX



Granada
Westlake, TX



McAdams
Roanoke, TX

EDUCATION
Bachelor of Environmental
Design, Texas A&M University

Bachelor of Science in Civil
Engineering, University of
Texas at Arlington

GIS LEAD
Suja Joseph

Suja is the geographic information systems (GIS) manager for McAdams. She manages McAdams' Enterprise Portal and ArcGIS Online. She shares her vast GIS knowledge with McAdams staff through Lunch and n Learns, one-on-one sessions and online tech support sessions. She is adept at creating web apps, dashboards, StoryMaps and ArcGIS FieldMap forms to support client and staff projects. Her Dallas-Fort Worth work at McAdams has included developing public notification data for zoning cases for the City of Lake Dallas, and generating base files for site plans and new developments within Flower Mound, Denton, Carrollton, Grayson County and Mansfield. Prior to McAdams, she spent over 20 years working for the City of Grapevine in the Public Works department as a graduate civil engineer and GIS coordinator. Her experience includes building a team of GIS professionals and GIS and database systems that supported a department of over 200 employees. Additional experience includes implementing and maintaining a Public Works asset management and work order system, as well as administering the Public Works GIS databases. Suja is experienced in working with utilities, streets, traffic and drainage datasets, as well as a host of other municipal datasets.

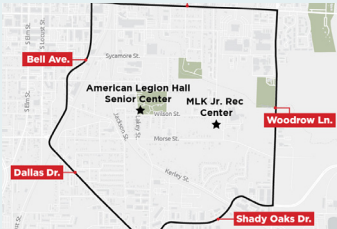
On-Call Engineering Services
Lake Dallas, TX

McAdams is currently serving as city engineer for the City of Lake Dallas, a 2.75 square mile community with approximately 7,700 residents. As city engineer, McAdams reviews plats, civil plans, drainage studies and flood studies for a variety of proposed projects in the City and provides recommendations on driveway permit applications. Currently, McAdams is administering the City's Master Drainage Study. This study will assist in developing a stormwater CIP that Lake Dallas can use to implement critical drainage and roadway infrastructure needs. McAdams will oversee all hydrologic and hydraulic modeling; project identification; and CIP prioritization. In the spring of 2023, McAdams drafted the City's Utility Fee Credit Policy and associated applications to assist with process standardization. McAdams currently evaluates exemption and credit requests and provides recommendations to City staff on exemption or credit eligibility.

ADDITIONAL
NOTABLE PROJECTS



Small Area Plans
Highland Village, TX



Southeast Area Plan
Denton, TX



Town-wide H+H Study
Lillington, NC



Catalyst
Dallas, TX

EDUCATION
BBA, University of Texas at
Arlington

REGISTRATIONS
Licensed Real Estate Broker:
TX #0456163

AFFILIATIONS
North Texas Commercial
Association of Realtors
International Conference of
Shopping Centers

ULI

National Association
of Industrial and Office
Professionals (NAIOP)

Texas Municipal League

Texas Economic Development

International Downtown
Association
Select Awards
Dallas Business Journal's
"40 Under 40" and "Heavy
Hitters"
Collin County, "40 Under 40"

MARKET ANALYSIS LEAD

Jason Claunch

Jason has experience in healthcare research, hospitality, residential and commercial analysis. He is experienced with the full lifecycle of real estate from initial market strategy, planning, entitlements, due diligence, design, vertical development and disposition using his extensive relationships with owners, developers, vendors, end users and the brokerage community.

Prior to Catalyst, Jason directed Billingsley's retail division, consisting of over 4,000 acres of raw land and portfolio value of over one billion dollars. His responsibilities included the management of all facets of the retail portfolio, including profit and loss; planning; development; acquisitions; marketing; and leasing.

Trailhouse Park, Master plan
Forney, TX

In 2019, Catalyst supported the Raleigh Investments in developing a master plan to advance the zoning and development of Trailhouse Park in Forney, Texas. The mixed-use development will compliment the adjacent retail and create a true, walkable environment for the City. Catalyst created a market analysis to help inform the program / planning of the project and created the master plan to enable an incentive agreement, zoning and development agreement with the City of Forney. Catalyst also developed a financial model to underwrite various development scenarios.

Oak Street Regulating Plan
Roanoke, TX

The City of Roanoke had very little commercial development, so in 2012 the City took initiative to create an innovated Form Based Code district for Downtown. In 2015, Catalyst was engaged to assist a private developer, Integrity Group, to create a vision and calibrate the design within Downtown that aligns with the existing formbased code. In addition, Catalyst sourced financing for the project and facilitated the public / private agreements to advance the Peabody hotel in Roanoke City Center. The mixed-use development will complete the remainder of Oak Street.

Since 2015, Catalyt and Integrity have created over \$100 million in net new development value; completed the public infrastructure, including a public / private shared parking garage; and stimulated over 100,000 square feet of new development activity. The project has won several awards and created substantial fiscal benefits for the City.

Trinity Lakes
Fort Worth, TX

Trinity Lakes is an east Fort Worth suburban development consisting of residential uses. The developer was seeking ways to introduce a more sustainable and value adding product. Through collective efforts, Catalyst worked with Gateway Planning and the developer in master planning the balance of the development with additional residential and commercial uses. Catalyst is supporting Gateway and the developer in integrating new residential product types, as well as positioning new commercial to amenitize the neighborhood.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Robert J. Dollak, Jr.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

McAdams has reviewed the scope of work required to be completed for the Town of Trophy Club's Small Area Plan project and has determined that there are no conflicts of interest with our team,

4 the Town of Trophy Club or the individual project.

Signature of vendor doing business with the governmental entity

04/15/24

Date

Adopted 8/7/2015

ATTACHMENT B
BUSINESS INFORMATION FORM

Complete Legal Name of Business

The John R. McAdams Company, Inc.

(Address) 201 County View Drive

(City/State/ZIP) Roanoke, TX 26262

Form of Business Entity (check one)

☐ Texas corporation

☐ Texas non-profit corporation

☒ Out-of-State corporation

☐ Texas professional corporation

North Carolina state of incorporation

(check one) ☒ profit ☐ non-profit

☐ Texas general partnership

☐ Texas limited partnership

☐ Out-of-State partnership

state where partnership is legally registered.

☐ Individual doing business as

☐ Texas limited liability company

☐ Other (describe)

List the full name of each Officer of the Company:

PRESIDENT: Michael J. Munn

VICE PRESIDENT: N/A

SECRETARY: Jonathan G. Moore

TREASURER: John R. McAdams

Who is legally authorized to sign and execute contracts? Robert J. Dollak, Jr.

Who, if anyone, is required to witness contract signatures? Robert J. Dollak, Jr.

ATTACHMENT C**TOWN OF TROPHY CLUB CONTRACTOR INSURANCE REQUIREMENTS**

Contractors performing work on Town property or public right-of-way for the Town of Trophy Club shall provide the Town a certificate of insurance and a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the Town evidence, as required, showing all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance in compliance with Insurance Code 1811 to transact business in the State of Texas and must be acceptable to the Town of Trophy Finance Department.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The Town reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	Town to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
2. Commercial General (Public) Liability to include coverage for: A) Premises/Operations B) Products/Completed Operations C) Independent Contractor's D) Personal Injury E) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined single limit of \$600,000	<u>Town to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or Material change in coverage. Insurance company must be A-rated or above.

3. Business Auto Liability to include coverage for: A) Owned/Leased Vehicles B) Non-Owned Vehicles C) Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage \$100,000 per occurrence. -OR- Combined simple limit of \$600,000	<u>Town to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
---	--	---

Certificate of Liability Insurance forms may be **faxed** to Finance Department, @ **(682)237-2996**, **phone (682)237-2914** or **emailed to: aduvall@trophyclub.org**. Questions regarding required insurance should be directed to April Duvall.

This form must be signed and returned with your quotation. You are stating **that you do have the required insurance and if selected to perform work for the Town, will provide the insurance with the above requirements** to the Town. **A PURCHASE ORDER/CONTRACT WILL NOT BE ISSUED WITHOUT PROOF OF INSURANCE.**

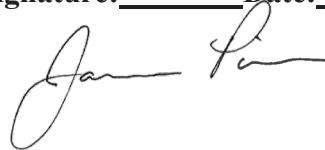
AGREEMENT

I agree to provide the above-described insurance coverages within 10 working days if selected to perform work for the Town of Trophy Club. I also agree to provide the Town proof of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid# RFQ #TMO2024-01

Company The John R. McAdams Company, Inc. **Vendor# (if applicable)** N/A

Printed Name: Jameson Pinson, RLA **Signature:** _____ **Date:** 04/15/2024



ATTACHMENT D
HB 89 FORM

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Vendor:

"I, Candace Whisenant (Name of certifying official), the VP, Human Resources (title or position of certifying official) of The John R. McAdams Company, Inc. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Candace Whisenant

Signature of Certifying Official

Title: VP, Human Resources

Date: 4/9/24

ATTACHMENT E
SB 252 CHAPTER 2252 CERTIFICATION

I, Robert J. Dollak, Jr., the undersigned an representative.
of The John R. McAdams Company, Inc. (dba McAdams)
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Town of Trophy Club.

Robert J. Dollak, Jr.
Name of Company Representative (Print)


Signature of Company Representative

04/15/2024
Date

ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION

The John R. McAdams Company, Inc. (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the __ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned FIRM certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the FIRM's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the FIRM's policy statement;

Notifying the employees in the FIRM's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the FIRM's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/FIRM(s): The John R. McAdams Company, Inc
Signature of Authorized Representative: Candace Whisnand

Date: 4/9/24

ATTACHMENT G
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the bid

The FIRM shall furnish, with the RFP, the following information, for at least three (3) recent references to whom products and/or services have been provided that are similar to those required by this RFP.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>City of Mansfield</u> |
| | Name of Contact | <u>Matt Jones</u> |
| | Title of Contact | <u>Assistant City Manager</u> |
| | Present Address | <u>1200 East Broad Street</u> |
| | City, State, Zip Code | <u>Mansfield, TX 76063</u> |
| | Telephone Number | <u>(817) 276. 4228</u> Fax Number (N/A) |
| | | |
| 2. | Company's Name | <u>City of Bedford</u> |
| | Name of Contact | <u>Andrea Roy</u> |
| | Title of Contact | <u>Assistant City Manager / Development</u> |
| | Present Address | <u>2000 Forest Ridge Drive</u> |
| | City, State, Zip Code | <u>Bedford, TX 76021</u> |
| | Telephone Number | <u>(817) 952. 2200</u> Fax Number (N/A) |
| | | |
| 3. | Company's Name | <u>City of Highland Village</u> |
| | Name of Contact | <u>Paul Stevens</u> |
| | Title of Contact | <u>City Manager</u> |
| | Present Address | <u>1000 Highland Village Road</u> |
| | City, State, Zip Code | <u>Bedford, TX 76021</u> |
| | Telephone Number | <u>(972) 899. 5131</u> Fax Number (N/A) |



United in our pursuit
of your vision, we will
leverage our knowledge,
offerings and culture
**to create meaningful
experiences.**



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Tamara Smith, MSL, Assistant to the Town Manager

AGENDA ITEM: Second Reading: Consider a resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: The Town of Trophy Club issued a request for proposals on March 25, 2024, seeking a comprehensive small area plan for properties adjacent to State Highway 114 Frontage Road and Trophy Wood Drive. The aim is to redefine the property layout with a focus on various priorities, including enhancing economic resilience, fostering service-based employment, improving overall quality of life, promoting sustainability, enhancing pedestrian safety and walkability, facilitating future development, and addressing area parking needs.

The proposal submission period closed on April 15, 2024. Following a thorough review of bid packets by three EDC members and four staff members, it was determined that The John R. McAdams Company, Inc. ("McAdams") emerged as the top contender among the submissions. McAdams' successfully demonstrated the best skill set, extensive experience with similar projects, and profound understanding of the desired outcomes outlined in the small area plan.

The project will begin with a kickoff meeting to establish communication, confirm the scope, and set the schedule, followed by regular meetings and stakeholder interviews to identify opportunities and challenges. The team will inventory and analyze vacant or underutilized land, creating detailed maps and conducting a market study to understand local economic conditions and guide land-use strategies. A visioning phase will involve community engagement to develop guiding principles and solutions for identified issues. The final phase will involve presenting the preferred concept plan for adoption and creating implementation strategies, including critiques of existing ordinances and prioritization of recommendations for the Small Area Plan. The contract not-to-exceed amount will be \$89,437, and funding will be allocated from the Economic Development Corporation Fund.

State law provides that a Type B Corporation in a city with a population of 20,000 or less, may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the Corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings.

BOARD REVIEW/CITIZEN FEEDBACK: At their May 16, 2024 meeting, the Trophy Club Economic Development Corporation approved the professional services contract with McAdams in a not-to-exceed amount of \$89,437 to develop a small area plan furthering the Town's economic resilience and improve pedestrian walkability and safety in the area.

FISCAL IMPACT: The contract amount for services identified in the professional services contract for the small area plan is not-to-exceed \$89,437. This amount will be funded through the Economic Development Corporation Fund.

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

ATTACHMENTS:

1. Resolution Small Area Plan Agreement EDC
2. McAdams Small Area Plan RFP Exhibit

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving a professional services agreement between the Town of Trophy Club and the Economic Development Corporation and The John R. McAdams Company, Inc. for a small area plan in a not-to-exceed amount of \$89,437.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN THE TOWN OF TROPHY CLUB, TEXAS, THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, AND THE JOHN R. MCADAMS COMPANY, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$89,437.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (the “Town”) is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in accordance with Texas Gov’t Code Ch. 2254, the John R. McAdams Company, Inc. (“McAdams”) responded to RFP No. TMO2024-01 to provide professional consulting services to identify development potential and create a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

WHEREAS, the Trophy Club Economic Development Corporation (“EDC”) has approved and recommended McAdams to the Town Council as the consultant for the Project, and the Town has been presented a proposed Professional Consulting Services Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Town and EDC have determined that McAdams is acceptable to the Town and EDC and the McAdams is the most highly qualified provider of professional consulting services for the Project; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council finds and determines that the Agreement should be approved, and the Town Manager shall be authorized to execute the Agreement on behalf of the Town.

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

SECTION 1.

The recitals above are true and correct and are incorporated into this resolution as if fully set forth herein.

SECTION 2.

The Agreement, attached hereto as **Exhibit A**, is found to be in the best interest of the Town and its citizens and is approved in the not-to-exceed amount of \$89,437.00.

SECTION 3.

The Town Manager is hereby authorized to execute the Agreement.

SECTION 4.

This Resolution shall become effective from and after its passage after two separate readings.

PASSED AND APPROVED on FIRST READING this the 28th day of May, 2024.

PASSED AND APPROVED on SECOND READING this the ____ day of _____, 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT “A”

Professional Consulting Services Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

This Professional Consulting Services Agreement (the “Agreement”) is made and entered into this ____ day of _____ 2024, by and between the Town of Trophy Club, a Texas home-rule municipality (the “Town”), the Trophy Club Economic Development Corporation (“EDC”), a nonprofit Corporation organized under Title 12, Subtitle C1, and Ch. 505 of the Texas Local Government Code, and The John R. McAdams Company, Inc. (dba McAdams), 201 Country View Drive, Roanoke, Texas (the “Consultant”).

RECITALS

WHEREAS, the Town and EDC have requested proposals pursuant to RFP No. TMO2024-01, to identify development potential and create a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

WHEREAS, the Town and EDC desire to obtain professional consulting services in connection with the Project as provided in this Agreement and the detailed Fee Schedule, Scope of Services, and Proposal attached hereto as **Exhibit A**; and

WHEREAS, in accordance with Texas Gov’t Code Ch. 2254, the Consultant responded to RFP No. TMO2024-01, and the Town and EDC have determined that the Consultant is acceptable to the Town and EDC and the Consultant is the most highly qualified provider of professional consulting services for the Project, and the Consultant is willing to enter into this Agreement with the Town and EDC to perform such professional consulting services as more fully described in this Agreement and **Exhibit A** (collectively referred to as the “Services”); and

NOW, THEREFORE, in consideration of the premises above and the mutual covenants contained herein, and for other good and valuable consideration, the Town and the Consultant agree as follows:

AGREEMENT

1. Services

Consultant shall perform the Services described in this Agreement and **Exhibit A**, which is attached to and made a part of this Agreement.

2. Compensation and Reimbursement

- 2.1. The Town or EDC shall pay Consultant a fee in the amount of EIGHTY NINE THOUSAND FOUR HUNDRED AND THIRTY SEVEN DOLLARS (**\$89,437**) for the Services.
- 2.2. Consultant shall submit invoices to the Town monthly, as the work progresses. The Town shall then pay Consultant the total amount of the statement which is validly due within thirty (30) days in accordance with the Texas Prompt Payment Act, Texas Gov’t Code Ch. 2251, with the final monthly installment being paid upon satisfactory completion of

the services. All payments made under this Agreement shall be made from currently available funds in accordance with Texas law.

- 2.3. In the event the Town should request additional services not set forth in **Exhibit A**, Consultant and the Town shall agree on the compensation for those services prior to performance by Consultant. Under no circumstances will Consultant perform additional services without prior written authorization from the Town.

3. Confidential Relationship and Media Coverage

- 3.1 The Town and EDC may from time to time communicate to Consultant certain information to enable Consultant to effectively perform the Services. Consultant shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the Town or EDC, as applicable. The Consultant shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the Services. The foregoing obligations of this Section 3, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Consultant, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Consultant without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to Consultant by a third-party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third-party.
- 3.2 Consultant shall not disclose any reports, recommendations, conclusions, or other results of the services or the subject matter of this Agreement without the prior written consent of Town or EDC, as applicable.
- 3.3 Consultant shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm, or corporation.
- 3.4 Consultant will not provide any public statements, press releases, articles, writings or materials to the any media outlet, including but not limited to, newspapers, social media, websites, blogs, magazines, or TV stations, which refers to the Town or EDC, or any of the services provided by Consultant to Town or EDC, under this Agreement without the prior written authorization of the Town or EDC, as applicable. Requests for prior written approval of such releases, public statements, articles, writings or materials shall be directed to the Town's Director of Corporate Communications.

4. Proprietary Rights

- 4.1 The work product of the Services, and any writings, discoveries, inventions, and innovations or data resulting from the Services, shall be promptly communicated to, and be the property of the Town, excluding any pre-existing proprietary rights of Consultant, including without limitation its standard details.

- 4.2 As instruments of service, all documents, including original drawings, estimates, and notes shall be owned by and be available for use by the Town. The Town shall have unlimited right for the benefit of the Town for use in future projects to all drawings, designs, specifications, the Consultant's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement. Any use of the aforementioned documents for future projects shall be at the Town's own risk and shall be made without use of Consultant's name or registration seal and without any liability whatsoever to the Consultant, its agents, employees, subcontractors, and consultants, and the Town shall hold harmless Consultant from any and all claims, liability, damages, and costs arising from such use.

5. Term

This Agreement shall be effective on the date first mentioned above (the "Effective Date"), and shall remain in effect until the Services are completed (the "Termination Date"). This Agreement shall be subject to termination upon a ten (10) day written notice at any time by the Town. In the event of termination prior to the Termination Date for any reason, payment shall be made for the Services performed through the effective termination date including reimbursable expenses (expenses in addition to Consultant's compensation for its services which are incurred by Consultant directly related to the Project) then due. In addition, upon termination or expiration of this Agreement, Consultant shall return to the Town any and all equipment, documents, or materials, and all copies made thereof, which Consultant received from, or developed for the Town or EDC for the purposes of this Agreement.

6. Right to Audit

The Town or EDC, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by Consultant with respect to the services. If such audit shall disclose overpayment by Town or EDC to Consultant, written notice of such overpayment shall be provided to Consultant and the amount of overpayment shall be promptly reimbursed by Consultant to the Town or EDC. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7. INDEMNIFICATION

CONSULTANT (THE "INDEMNIFYING PARTY"), SHALL AT ITS SOLE COST INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN AND EDC, TOGETHER WITH THE TOWN'S AND EDC'S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE TOWN AND EDC, THE "TOWN INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO

THE SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "INDEMNIFIED CLAIMS"), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD-PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD-PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY CONSULTANT, THE TOWN, OR THE EDC. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE TOWN INDEMNIFIED PARTIES. CONSULTANT SHALL USE LEGAL COUNSEL REASONABLY ACCEPTABLE TO THE TOWN AND EDC IN CARRYING OUT ITS OBLIGATIONS HEREUNDER. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. THIS INDEMNIFICATION IS NOT INTENDED TO APPLY TO CLAIMS MADE AGAINST THE TOWN INDEMNIFIED PARTIES RESULTING FROM NEGLIGENT ACTS OF TOWN EMPLOYEES COVERED UNDER SECTION 101.021 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE.

The parties hereby acknowledge and agree that Town is entering this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the Town's or EDC'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 Gov't Code, as amended, the Town's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't 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.

8. Insurance

Prior to the commencement of Services under this Agreement, Consultant shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate policy limit per year, covering the Services provided under this Agreement, including contractual liability under this Agreement. A "claims made" policy is acceptable subject to coverage being maintained during the course of the Project and up to two (2) years after completion and acceptance of the Project by the Town and EDC. Consultant shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail. Consultant will maintain general liability insurance coverage as follows:

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1 Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	Town to be provided a <u>WAIVER OF SUBROGATION AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
2 Commercial General (Public) Liability to include coverage for: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	Town to be listed as <u>ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.
3 Business Auto Liability to include coverage for: a. Owned/Leased vehicles b. Non-owned vehicles c. Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined simple limit of \$600,000	Town to be listed as <u>ADDITIONAL INSURED AND PROVIDED 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance Company must be A-rated or above.

The Town and EDC, including their officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this Agreement, excluding Workers' Compensation, Employers' Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the Town), with regard to the Consultant's activities as required by this Agreement. The Consultant shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the Town and EDC, and all premiums arising from the coverage herein shall be the responsibility of the Consultant. Consultant shall maintain such general liability coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail.

9. Notices

Any notices, consents, or other communications required or permitted to be given pursuant to this Agreement must be in writing and shall be sent to the address set forth below (or such other address as the party might hereafter designate for itself by notice to the other parties as required hereby). Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage pre-paid; by hand delivery; by overnight courier service; or by facsimile, with an original by regular mail. Any such notice or communication shall be effective on (a) the date of receipt if delivered personally; (b) three (3) days after deposit in an official depository under the regular care and custody of the United States Postal Service, if transmitted by registered or certified mail, return receipt requested; (c)

the first business day after the date of deposit, if transmitted by overnight courier service; or (d) the date of transmission with confirmed answer back, if transmitted by facsimile, whichever shall first occur:

To Town and EDC: Town of Trophy Club
Attn: Brandon Wright
1 Trophy Wood Drive
Trophy Club, TX 76262

Trophy Club Economic Development Corporation
Attn: Brandon Wright
1 Trophy Wood Drive
Trophy Club, TX 76262

To Consultant: The John R. McAdams Company, Inc.
Attn: Jameson Pinson
201 Country View Drive,
Roanoke, TX 76262

10. General

- 10.1 The terms and conditions of Sections 3, 4, 6, and 7 hereof shall survive the termination of this Agreement and completion of the Services.
- 10.2 Consultant shall perform the Services as an independent contractor and shall not be considered an employee of Town or EDC for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. Consultant hereby expressly waives any claim or entitlement to such benefits.
- 10.3 The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- 10.5 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- 10.6 This Agreement shall be governed by the laws of the State of Texas, without regard for conflict of laws principles. Venue of any action arising from this Agreement shall be in Denton County, Texas.
- 10.7 This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties, except that a party may change its address for notices by providing written notice to the other party.

- 10.8 This Agreement constitutes the entire understanding between Consultant, Town, and EDC respecting the Services described herein.
- 10.9 Notwithstanding any other provision to the contrary in the Agreement, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act.
- 10.10 Ethics Disclosure. To the extent required by law, 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 Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.
- 10.11 Additional Verifications. To the extent required by Texas law, 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 the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Easement Agreement; and (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 Easement Agreement; (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.

[SIGNATURE PAGE TO FOLLOW]

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

TOWN:
TOWN OF TROPHY CLUB, TEXAS

By: Brandon Wright, Town Manager

Date: _____

ATTEST:

By: Tammy Dixon, Town Secretary

EDC:
TROPHY CLUB ECONOMIC
DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:
THE JOHN R. MCADAMS COMPANY,
INC. (DBA MCADAMS)

By:

Date: 5-10-2024

ATTEST:

By:

ATTEST:

Board Secretary

EXHIBIT A

FEE SCHEDULE, SCOPE OF SERVICES, AND PROPOSAL



**PURCHASING AND CONTRACTING DEPARTMENT
REQUEST FOR PROPOSALS (RFP)**

**For
SMALL AREA PLAN**

RFP No. TMO2024-01

Issue Date:
3/15/2024

BID SUBMISSION DEADLINE:
****4/15/2024 at 3:00 PM CST****
NO LATE BIDS SHALL BE ACCEPTED

RESPONSES SHALL BE DELIVERED TO:

Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

RESPONSES SHALL BE MAILED TO:

Town of Trophy Club Finance Department
1 Trophy Wood Drive
Trophy Club, TX 76262

Pre-Submittal Conference will be held:

March 18, 2024, at 11:00AM CST
Community Conference Room
1 Trophy Wood Drive
Trophy Club, TX 76262

**FOR ADDITIONAL INFORMATION
REGARDING THIS RFP PLEASE CONTACT:**

April Duvall
Director of Finance
aduvall@trophyclub.org

**BIDDERS MUST RETURN THIS COMPLETED
COVER SHEET ALONG WITH THE BIDDER'S
RESPONSE:**

April Duvall
Director of Finance
aduvall@trophyclub.org
1 Trophy Wood Drive
Trophy Club, TX 76262

**NAME AND ADDRESS OF COMPANY
SUBMITTING BID:**

The John R. McAdams Company, Inc.
(dba McAdams)

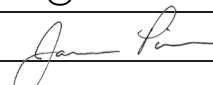
201 County View Drive, Roanoke, TX 76262

Contact Person: Jameson Pinson

Title: Director, Landscape Architecture

Phone: (940) 240 - 1012 Fax: (940) 240 - 1015

Email: jpinson@mcadamsco.com

Signature: 

Printed Name: Jameson Pinson

Shall contract be available for Cooperative Contract use? (See Section 25, page 9) Yes ☒ No ☐

Acknowledgment of Addenda: #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐



April 15, 2024 ∨

Town of Trophy Club

RFQ #TM02024-01 - Small Area Plan

April 15, 2024

April Duvall | Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

RE: RFQ #TMO2024-01 - Small Area Plan

Dear Ms. Duvall,

McAdams is pleased to submit our professional qualifications for the Town of Trophy Club's Small Area Plan to identify development potential for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive. With our innovative approach to urban planning and development, we are confident in our ability to deliver inspiration and a vision to create a distinct setting with the Town's last remaining frontage on SH 114.

McAdams is committed to creating dynamic and vibrant communities that meet the diverse needs of their residents and visitors. Our team of professionals bring together expertise in planning and entitlements; urban planning; market analysis (or studies; landscape architecture; civil engineering; and geomatics to develop innovative solutions that maximize the potential of every site. We have successfully completed similar projects in various communities, and our resume speaks to our ability to deliver results and exceed expectations.

In the following qualifications, our team proposes our process that aligns with the requested scope of work outlined in the request for qualifications. We offer the following strengths:

- I Leadership + Staff Dedicated to Your Success:** Jameson Pinson, RLA, will serve as project manager, bringing over 13 years of experience serving clients, planning open spaces and designing great placemaking environments. He is an open, clear communicator and a diligent manager of our exceptional staff and team. Jameson uses his experience to create experiences for the end users. He will lead a team of planners, designers and landscape architects, including:
 - Randi Rivera, AICP, our planning lead, who has over 16 years in planning and entitlements, bringing positive impact to the community she serves;
 - Mitchell Silver, FAICP, Hon. ASLA, our urban planning and implementation lead, bringing over 38 years of urban planning expertise, including being named as one of the top international thought leaders of the built environment;
 - Justin Lansdowne, PE, our civil engineering lead, has over 13 years of design experience, focused on quality, creative solutions and client communication;
 - Suja Joseph, our GIS lead, has over 20 years of experience, including working for the City of Grapevine in the Public Works department; and
 - Jason Claunch, with Catalyst, our market analysis lead, who has teamed with McAdams on multiple projects throughout North Texas, including the Small Area Plans for Highland Village, Texas.
- I National + Local Leaders:** Our team is well balanced between national leaders in key disciplines and local experts where it counts the most, specifically community placemaking and local zoning. Our sub-consultant for marketing analysis, Catalyst, is well-versed in the market conditions within the Dallas-Fort Worth area and is very familiar with the Town of Trophy Club from past working relationships.

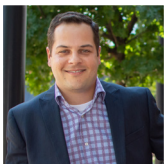
- Passionate About Placemaking:** We are a dedicated team of experience makers. Long before the project breaks ground, our designers understand how to mold the three-dimensional (3D) environment to attract users to a place.
- Proven Community Engagement Techniques:** Our engagement process is responsive to these challenging times and results in inclusive, collaborative and transparent engagement.

We understand the importance of aligning our plans with the community's vision for growth, prosperity and quality of life. Therefore, we are committed to engaging with stakeholders and community members throughout the planning process to ensure that their voices are heard, and their input is integrated into the final plan. Our approach is collaborative and inclusive, and we believe that by working together, we will create an innovative and sustainable plan that reflects the unique character and aspirations of the Town.

The proposed Small Area Plan will encompass a mix of uses that cater to diverse community needs and provide a long-term solution to enhance the area's vibrancy, resiliency and financial performance. McAdams is very familiar with the existing Tax Increment Re-investment Zone (TIRZ); applauds the Town's desire to expand the TIRZ; and will apply our vast background with TIRZ districts to aid the Town through the paperwork and zoning process. Our robust market analysis will help direct the most successful land uses and help secure the greatest future tax base for the benefit of the community. We will explore innovative solutions for area parking and walkability to provide placemaking experiences that promote pedestrian use and safety, and create a more connected and accessible environment between some of the existing and proposed tenants. McAdams will work alongside the Town to help achieve its goal to create a dynamic hub for commerce, recreation and residential living that will serve as a catalyst for economic growth and revitalization, while attracting and retaining service-based employment opportunities.

We are excited about the opportunity to contribute to the evolution of the Town's fabric and create a lasting impact on the community. Our Roanoke is located in the neighborhood and will quickly respond to any urgent needs or spontaneous meetings within a short notice. Thank you for considering our firm for this important project. We look forward to working together and bringing your vision to fruition.

Sincerely,
McAdams



Jameson Pinson RLA
Director, Landscape Architecture
940. 240. 1012 | jpinson@mcadamsco.com



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VII

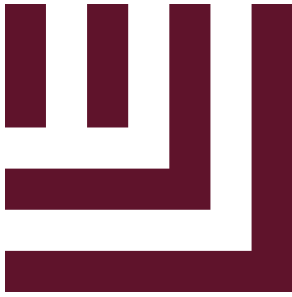
Project Pricing

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Appendix

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OUR LOCATIONS

Roanoke, TX
201 Country View Drive
Roanoke, TX 76262
940. 240. 1012

Lewisville, TX
Raleigh, NC (HQ)
Durham, NC
Charlotte, NC
Winston-Salem, NC

FOUNDED

April 2, 1979

OUR LICENSURE

Texas:
TBPELS:
#F-19762 (Engineering)
#10194440 (Surveying)

TBAE: #BR3185

North Carolina:
NCBELS: #C-0293
NCBOLA: #C-187

Meaningful Experiences Through Inspired Design.

About Us

Cultivating planning, design and engineering expertise since 1979.

McAdams is a full-service civil engineering, land planning, landscape architecture, transportation and geomatics firm headquartered in Raleigh, North Carolina with offices in Roanoke and Lewisville, Texas and Durham, Charlotte and Winston-Salem, North Carolina.

Our People

Get to know the experience makers.

Comprised of more than 475 professionals, the firm includes over 175 professional engineers and engineering designers; 26 registered landscape architects; 11 certified planners; 19 professional land surveyors; 10 LEED® certified professionals; seven certified floodplain managers; two certified floodplain surveyors; one certified arborist; and one certified professional in erosion and sediment control.

Engaged in impactful projects, we bring together creative solutions that energize communities. Our work goes beyond design and engineering, focusing on thoughtful and resourceful experiences.

Our Services

We strategically align top-tier expertise with extensive experience tailored to each project type. These capabilities include:

- Urban Planning + Design
- Land Planning
- Landscape Architecture
- Civil Engineering
- Stormwater
- Stream + Wetland Design
- Geomatics
- Transportation
- Construction Administration
- Grant Funding Advisory Services



McAdams Principals

COMPANY PRINCIPALS	TITLE	MCADAMS EXP.
Mike Munn, PE	President + Chief Executive Officer	27 years
Jon Moore, PE	Chief Operating Officer	26 years
Mary Heath	Chief Administrative Officer	8 years
Dwight Collinson	Chief Financial officer	> 1 year
Marc Leblanc	Chief Technology Officer	25 years
Iona Thomas, AICP	Chief Growth + Strategy Officer	7 years
Bobby Dollak, PE	Vice President, Dallas-Fort Worth Metro	31 years
Amos Clark, PE	Vice President, Water Resources	29 years
Will Letchworth, PE	Vice President, Transportation	2 years
Greg Bewley, PLS	Vice President, Geomatics	19 years
Brandon Finch, PE	Vice President, Energy	26 years
Bill Derks, PE	Vice President, Land Development	28 years
Rob Reddick, PE	Vice President, Civil / Site Design	18 years
David Malcolm, RLA	Vice President, Planning + Design	10 years
Mitchell Silver, FAICP, Hon. ASLA	Principal, Urban Planning	3 years



HIGHLAND VILLAGE, TX
Small Area Plans

Current Active Projects

Our team has worked on many projects throughout North Texas and the Carolinas in our combined history of providing landscape architecture, site / civil engineering, permitting, planning, surveying, stormwater and construction administration services. Our team brings the experience and expertise that is needed to successfully manage and design a project from notice-to-proceed to as-builts and our team knows how to successfully navigate the permitting process.

The following table reflects a partial record of current projects in North Texas our team is actively working on. Projects listed are representative public projects. Through our experience, McAdams understands a collaborative and inclusive approach is required to ensure careful consideration is made on behalf of the community and stakeholders and achieve the Town's vision to enhance vibrancy and foster sustainable economic growth. Our experience in this area allows us to mitigate and proactively address any potential challenges and provide solutions.

PROJECT NAME LOCATION	PROJECT TYPE	ROLE	STATUS
The Canals Mansfield, TX	Mixed-use + Civic Buildings	Prime	07/2025 est.
On-call Planning + Engineering Services Lake Dallas, TX	Urban Design	Prime	09/2024 est. (with annual renewal)
Furst Ranch Flower Mound, TX	Mixed-use	Prime	On-going
Cactus Canyon Argyle TX	Retail	Prime	10/2024 est.
Lakeside Crossing, Amenity Pool + Dog Park Flower Mound, TX	Mixed-use	Prime	09/2024 est.
Monarch Flower Mound, TX	Mixed-use	Prime	12/2024 est.
Roanoke Police Department + Municipal Court Facility Roanoke, TX	Civic Buildings	Sub-consultant	09/2025 est.
Bedford Commons Bedford, TX	Mixed-use	Prime	On-going
The Reserve at Marty B's Bartonville, TX	Retail	Prime	09/2025 est.

Our Teaming Partners



Location +
Number

3232 McKinney Ave.
5th Fl.
Dallas, TX 75204
972. 999. 0081

MARKET ANALYSIS

Catalyst is well-known and well-regarded across the nation in analyzing the economic conditions of a community, understanding outside influences and developing well-grounded economic strategic plans for communities of all sizes. Catalyst's experience is equally as strong working on activation of private development projects, including downtowns, corridors, airports and mixed-use environments. Catalyst has diverse public / private experience across the United States and has completed projects for over 60 municipalities, many national developers and national operators.



Small Area Plans | Highland Village, TX



MANSFIELD, TX

The Canals at Mansfield

PROJECT OWNER
City of Mansfield

PROJECT DATES
07/2023 (start)
07/2025 est. (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$93,000

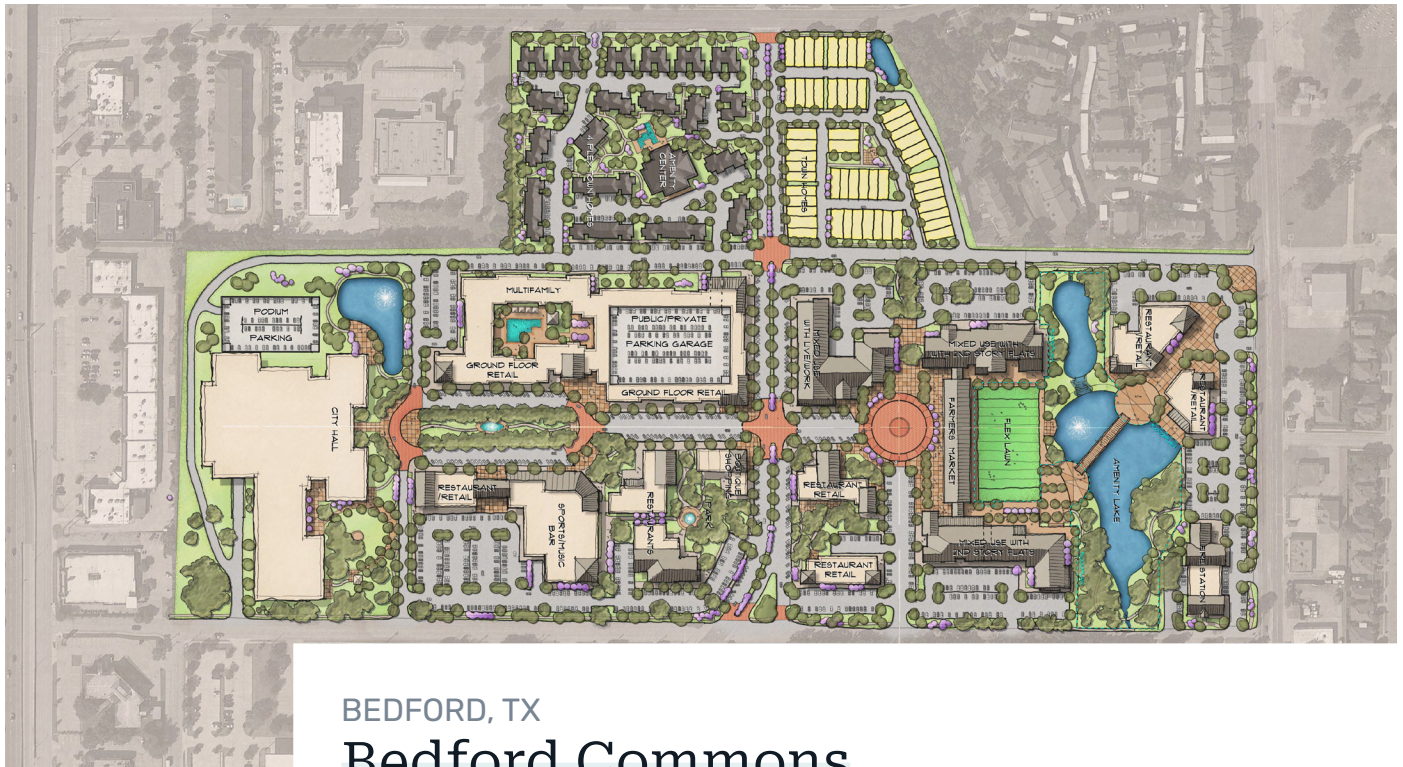
PROJECT SIZE
Approx. 200 acres

SERVICES PROVIDED
Surveying
Planning
Civil Engineering
Landscape Architecture
Water Resources

This master plan is designed to establish a dynamic mixed-use district at the heart of the City of Mansfield and fosters an activated residential community that seamlessly integrates live, work and play opportunities. Positioned as an anchor of this visionary project, the new City Hall will be located at the southeast corner of the site and serve as a pivotal catalyst for municipal and governmental services. Central to the plan is the incorporation of a river canal, designed not only for its aesthetic appeal, but also as a unique attraction contributing to the area's entertainment and recreational offerings. Modeled after successful water-centric developments, the canal adopts a specific shape that harmonizes with the overall geometric design of the site. The canal, accessible by boats and recreational devices, at a consistent elevation, links to multiple lakes, providing both site detention and expanded outdoor activities. Thoughtful water elements facilitate stormwater conveyance, directing it to the south of the site while adhering to appropriate release rates for the floodplain off-site.

The Canals at Mansfield will offer double-sided canal frontage, enhancing the real estate value of the area with premier restaurants lining its edges to provide exceptional outdoor dining experiences. The development boasts interconnected open spaces and includes a defined central park, which emphasizes walkability and a pedestrian-friendly design. This holistic approach ensures activities abound at every turn, creating an engaging environment for residents and visitors alike. In addition to its intrinsic appeal, this development holds significant economic promise for the City, offering a diverse array of opportunities that are poised to generate substantial economic revenue.

The vision for Mansfield was to establish a vibrant destination—a genuine vertical mixed-use development with the potential to draw residents and visitors from both Dallas and Fort Worth. Just as The Canals masterplan has accomplished, the Trophy Club Small Area Plan can leverage its prime location along with an appealing mix of uses to establish a destination to attract users, thereby enhancing the Town's long-term



BEDFORD, TX Bedford Commons

PROJECT OWNER
City of Bedford

PROJECT DATES
11/2022 (start)
On-going (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$164,000

PROJECT SIZE
28 acres

SERVICES
Surveying
Boundary + Verification
Surveys
UAS Flight + Data Services
ALTA / NSPS Land Title
Survey
Concept Planning
Preliminary Engineering
Water Resource Design
City Flood + Drainage Studies

Bedford Commons is a 28-acre, mixed-use development in the heart of the City of Bedford. The project included flood studies for the City of Bedford and the Federal Emergency Management Agency (FEMA), with priority in amenitizing the existing FEMA flooding source. Our team is also assisting with stormwater mitigation design. The initial phase is City funded, with the Water Resources team coordinating directly with the City and with the Landscape Architecture and Civic Spaces team to maximize opportunities for multi-use mitigation facilities.

The City of Bedford, a bedroom community and suburb of Fort Worth, underwent rapid growth without ever cultivating its own downtown or city center — a focal point representing its identity. Bedford Commons is now preparing a vision to create a new City center, likewise, Trophy Club can pioneer a new identity centered around its Town hall.



ROANOKE, TX

Roanoke City Center + City Hall

PROJECT OWNER
City of Roanoke

PROJECT DATES
08/2015 (start)
On-going (end)

PROJECT COSTS
Construction: \$13.8M
McAdams' Fee: \$349,500

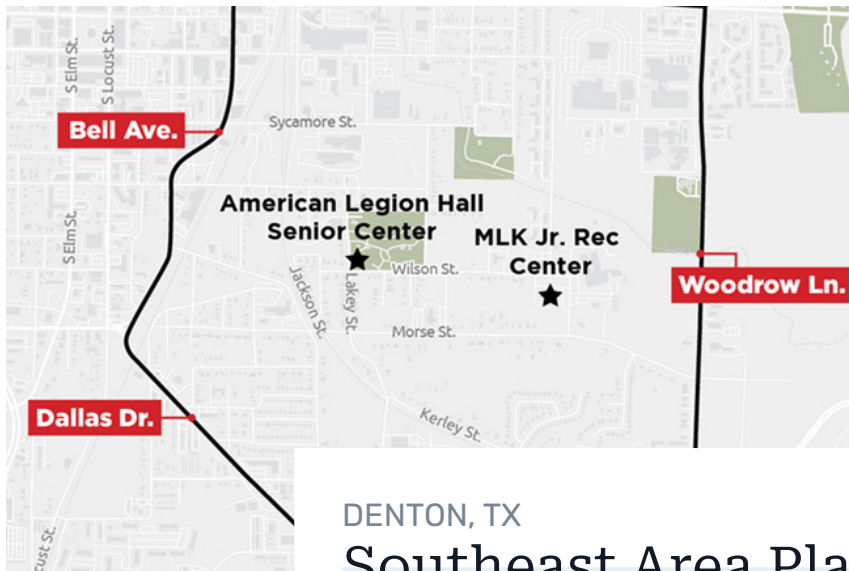
PROJECT SIZE
22.3 acres (total)

SERVICES
Landscape Architecture
Planning
Civil Engineering
Surveying
Road + Utility Design
Construction Staking

The City of Roanoke did not have a distinctive nor definitive downtown area. When City leadership decided to build a new City Hall, McAdams was on the team to develop a small area plan and the 22.3-acre site to allow for the new City Hall and surrounding area. After working closely with City staff and presenting several master plans, a final plan was selected. The master plan services also included a parking and land use analysis; phasing; economic benefit projections; public financing options; and three-dimensional modeling. After master planning the site, McAdams assisted with rezoning and creating a Planned Development, including the 1.2-acre City Hall site. Additionally, we designed and coordinated the surrounding 20 acres of retail; hotel; office; multifamily; brownstones and restaurant pad sites; and streetscape. Streetscape design for the mixed-use development was significant to making the downtown area attractive and accessible. Elements were designed and implemented such as enhanced pavement, raised crosswalks and roundabouts to ensure there were traffic calming areas and plenty of parking opportunities like on-street parking, parking lots and parking garages for residents and workers.

Roanoke City Hall is a 29,030-square foot, two-story building designed in a town courthouse-style. Roanoke City Hall is located in the center of the fast growing "City Center" downtown development where citizens can live, work and play, all in the same location. We worked closely with municipal staff and elected officials to bring a life-long municipal dream to the citizens of Roanoke.

Roanoke City Center situates the City hall within a mixed-use plan at the terminus of their downtown zone, Oak Street. Oak Street and City Center serve as the stage for their claim to fame as the Unique Dining Capital of Texas. Similarly, Trophy Club's small area plan can leverage its location potential to create a new landscape, offering a moment of pride for its residents and extending a warm welcome to visitors from across the State.



DENTON, TX Southeast Area Plan

PROJECT OWNER
City of Denton

PROJECT DATES
02/2023 (start)
03/2024 (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$95,000

PROJECT SIZE
approximately 70 blocks

SERVICES
Land-use Planning
Neighborhood + Parks
Assessment
Public Engagement
Equity Assessment
Implementation Strategies

HDR and McAdams are working with residents and stakeholders to identify areas that are important for preserving the cultural character of the Southeast Denton neighborhoods; address the development pressures being felt within and adjacent to the study area; identify areas where change can occur for the advancement of the neighborhood; and to suggest ideas for future improvements.

The primary approach for community engagement was to build community trust and a partnership with the community, identify those areas that are important to the residents and stakeholders for preserving the current cultural character and land uses, as well as those areas where change can occur, and ultimately create implementation strategies that will respond to the development pressure being experienced in the study area.

- | Held two rounds of listening sessions;
- | Appointed and met twice with an Advisory Committee;
- | Developed key themes after each listening session;
- | Developed an immediate actions or quick wins approach to implement concerns while the planning process was underway;
- | To ensure more diverse voices and age groups were heard, listening sessions were supplemented with in-person surveys;
- | Held a Community Visioning workshop;
- | Conducted visual preference surveys to explore missing middle housing options; and
- | Additional community meetings will be held to review the draft and final plan.

The Southeast Denton Area Plan leans into community engagement to identify growth opportunities for advancement of the neighborhood. Denton staff, the consulting team and community-led steering committees collaborated to preserve important cultural areas of the Southeast Denton neighborhoods; address the development options within an adjacent to the study area; and to provide an implementation action plan for future commercial and social improvements.



HIGHLAND VILLAGE, TX Small Area Plans

PROJECT OWNER
City of Highland Village

PROJECT DATES
09/2021 (start)
On-going (end)

PROJECT COSTS
Construction: N/A
McAdams' Fee: \$465,000

PROJECT SIZE
City-wide

SERVICES
Master Planning
Landscape Architecture
Community Engagement

The Small Area Plans, as part of the overall Comprehensive Plan Update, focuses on potential development of the vacant tracts of land, as well as redevelopment opportunities for underutilized tracts. The Parks, Recreation and Open Space Master Plan Updates and the Trail System Master Plan Update are an analysis of existing conditions and facilities and providing projections for the future. The FM 407 Trail Corridor and Amenity Plan is a study in pedestrian, bicycle and golf cart transportation and providing a new multi-modal trail system to provide connectivity to all the major retail facilities in the City. McAdams' project approach sought input from community stakeholders to develop a strong project vision combined with economic and planning expertise and analysis. This approach informed development recommendations that guided the City's decision-making process. Such recommendations were reinforced by community input through the engagement process.

The main component of the Comprehensive Plan Update was the small area planning conducted for the identified opportunity areas that were predominately located at the gateway entrances into the City. Highland Village has only eight percent of remaining vacant land and we went through an extensive community engagement process and economic analysis to evaluate the highest and best uses in order to align with community goals and values for each of the tracts.

We prepared plan scenarios to seek input from stakeholders and refined the plans throughout the collaborative engagement process. Working closely with Catalyst, we were able to identify a value per acre assumption based on certain uses. This information was helpful to inform stakeholders of the fiscal implications in the decision making process.

Town of Trophy Club

PROJECT LEADERSHIP

Principal-in-Charge



Robert J. Dollak, Jr.
PE

Project Manager



Jameson Pinson
RLA

Special Advisor



Von Beougher
PE

PRIME CONSULTANT

Planning



Randi Rivera
AICP

| Patricia Fant AICP

Urban Planning /
Implementation



Mitchell Silver
FAICP, Hon. ASLA

Civil Engineering



Justin Lansdowne
PE

| Michael Cox PE

Landscape Architecture



Jameson Pinson
RLA

| Justin Sparks RLA

GIS



Suja Joseph

SUB-CONSULTANT

Market Analysis



Jason Claunch

| Chris Branham

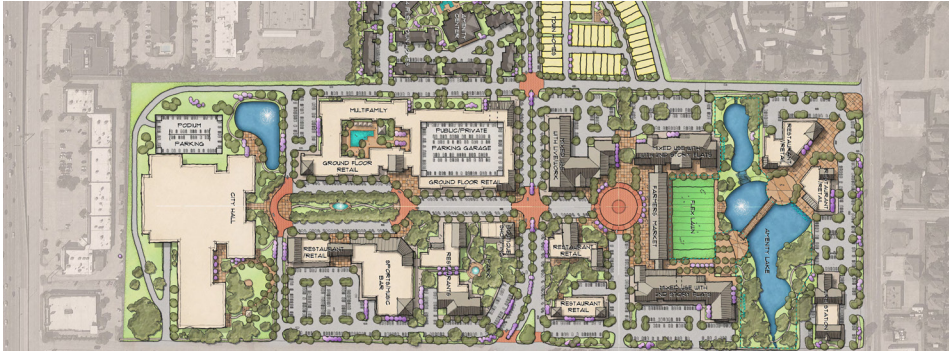
EXAMPLE PROJECT KEY			
1	The Canals at Mansfield Mansfield, TX	4	Southeast Area Plan Denton, TX
2	Bedford Commons Bedford, TX	5	Comprehensive Plans Update Highland Village, TX
3	Roanoke City Center + City Hall Roanoke, TX		

PROJECT ROLE KEY			
	Site Investigation + Due Diligence		Civil Design
	Land Planning		Landscape Architecture
	Project Advocacy + Community Engagement		3D Visualization
	Project Management		Urban Design + Plan Implementation

NAMES OF KEY PERSONNEL	ROLE IN PROJECTS				
	EXAMPLE PROJECTS LISTED IN RELEVANT EXPERIENCE OF THE FIRM				
	1	2	3	4	5
Bobby Dollak	 		 		 
Jameson Pinson	    	  			
Von Beougher			 		
Randi Rivera	  		  		   
Patricia Fant	 				 
Mitchell Silver				  	
Justin Lansdowne		 	 		
Michael Cox					
Justin Sparks	 				
Suja Joseph					

Mansfield, TX

Matt Jones
Assistant City Manager
1200 E. Broad St.
Mansfield, TX 76063
817. 276. 4228



Bedford, TX

Andrea Roy
Assistant City Manager /
Development
2000 Forest Ridge Dr.
Bedford, TX 76021
817. 952. 2200

Roanoke, TX

Cody Petree
Mayor
500 S. Oak St.
Roanoke, TX 76262
817. 491. 2411

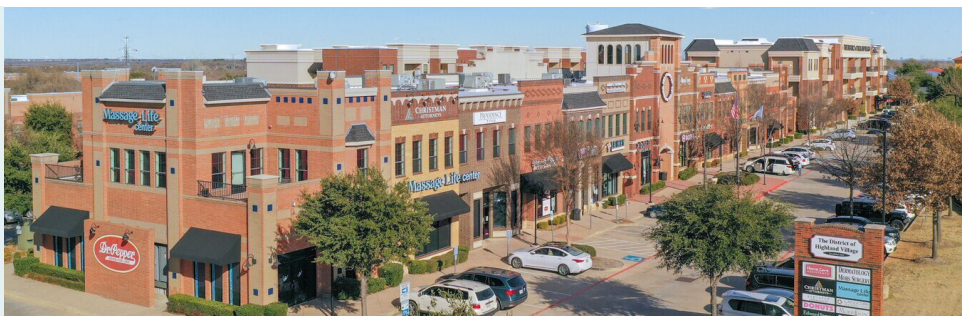


Denton, TX

Tina Figgins
Deputy Director Development
Services
401 N. Elm St.
Denton, TX 76201
940. 349. 8507

Highland Village, TX

Paul Stevens
City Manager
1000 Highland Village Rd.
Highland Village, TX 75077
972. 899. 5131



Project Understanding

Knowledge of the Town of Trophy Club Community

Our team at McAdams has had the privilege of designing several projects that are enjoyed by Trophy Club residents. With an office in Roanoke, we are very knowledgeable about the area and understand the challenges and opportunities of the community, as some of our employees currently reside within Trophy Club. We take great pride in our work. Over the past 15 years, we have had the privilege of participating in the collaboration and design on nearby projects, such as Roanoke City Center, Entrada in Westlake, Charles Schwab campus and Granada in Westlake. We are very aware of the enhanced quality of life expectations that are deeply valued by the community residents and business owners, and are ready to help the Town continue to meet and exceed these expectations. As the Town of Trophy Club nears build-out, fiscal resiliency becomes increasingly critical to maintain the level of service and expectations of the community. With over 4,000 feet of frontage along SH 114, Trophy Club is in a strong position to improve the commercial tax base, promote economic development and provide more amenity services for its residents and guests.

Project Philosophy + Approach

At McAdams, our philosophy is a values-based approach that prioritizes the community's core principles as part of the decision-making process. This approach focuses on community engagement; quality of life and other community goals; collaboration throughout the process; evaluation of scenario plans; and implementation strategies. These combined components prove to be essential for creating inclusive, resilient and vibrant communities. By centering our decisions around the values and principles of the community, we ensure that our actions align with the needs and desires of the people we serve. We are here to serve Trophy Club.

The scope of services for the project is an overall framework consisting of five phases – **Explore, Evaluate, Envision, Enact and Execute.**

PHASE I: EXPLORE

Project Initiation + Kick-off: We will begin with a kick-off meeting with the project team (consultant and Town staff) to determine the best way to collaborate and coordinate effectively. We will clarify and confirm the executed scope of work; establish the communication methods; and confirm deliverables and the project schedule. In addition to the kick-off meeting, we propose regular monthly meetings with Town staff and up to four interdepartmental meetings, including, but not limited to, the Parks and Recreation department and the Transportation department.

The McAdams team will conduct a series of stakeholder interviews consisting of Town staff, property owners and business owners within the area. These interviews, as well as a site visit with Town staff, will serve as the launching point for identifying opportunities and challenges from those that are intimately familiar with the area.

PHASE II – EVALUATE

Inventory + Analysis: The project team will assess and inventory the tracts of land that are vacant, underutilized or are suitable for redevelopment. We will build a project base map using a combination of geographic information systems (GIS), AutoCAD, Indesign and Photoshop that will illustrate existing site conditions to determine possible constraints, as well as identifying possible attributes that can be opportunities. We will prepare a detailed and illustrative plan that clearly depicts the opportunities and constraints of the area.

Market Study: The market component will evaluate economic conditions for Trophy Club and regional statistics to understand local context to the broader region, including:

- Exploring economic conditions, such as local talent; occupational clusters; shift-share analysis and other economic factors specific to market demand and program justification; explore market demand for commercial

and residential to guide an updated land-use strategy; and activation for catalyst areas along the SH 114 corridor and other key areas;

- I Assessing and benchmarking the market and to explore ways to improve the local economy with expanded commercial options that can improve diversity of Trophy Club's economy and address economic gaps, especially in the catalyst areas; and
- I Evaluating and prioritizing goals in order to update and create newly refined goals. This will be done in accordance with a future vision established as part of the public engagement process.

PHASE III: ENVISION

Visioning + Framework: Envisioning is the most exciting phase of the project where the foundation for the future vision of the area plan is laid. Following the completion of initial stakeholder interviews; inventory and analysis of existing conditions; and based on what we learn about the community in the explore phase, we will work with Town staff to refine the engagement plan and outreach strategies, if needed. We also propose engaging the community by presenting the findings back to them in a community open house or community visioning workshop. The objective of this engagement activity is to:

- I Confirm that we heard the voices in the community correctly by presenting and acknowledging the history of the community (the good and bad), the community's relationship to the Town and current and future needs;
- I Define a common understanding and consensus related to the past and present conditions based on the inventory and analysis;
- I Develop a future vision for the planning area through development of guiding principles; and
- I Collaboratively create community solutions to address the issues, needs and gaps identified in the exploration phase.

Upon completion of the community visioning, McAdams will summarize public input and begin compiling the information obtained during the Explore and Envision phases as a start to the draft area plan document. These findings will inform the next deliverable, which is the preparation of two scenario concept plan illustrations for staff review. With staff input and guidance we will prepare the preferred concept plan illustration and then present the collection of findings and preferred plan to Town Council in worksession setting.

PHASE IV: ENACT

Finalization + Adoption: In this phase we will prepare the preferred concept plan illustration based on Town Council feedback and present the plan document for adoption by the Town Council. We will present the draft document at appropriate meetings to Town staff reviewers for comments. We will also present or assist staff in presenting or providing content of the final plan document at the Town Council public hearings. Following adoption, we will conduct a close out meeting with Town staff to deliver the final plan document, a performance-monitoring spreadsheet to assist staff in tracking the various recommendations in the plan and electronic files of the backup data used to produce the plan.

PHASE V – EXECUTE

Implementation Strategies: After developing the vision and guiding principles for the plan, we will develop preliminary recommendations and implementation strategies. Concurrent with the other plan components, McAdams will provide a critique of the existing development-related ordinances, such as zoning, subdivision regulations and signage regulations, to name a few. The project team will outline how these should be modified to align with current development trends and support implementation of these plans from a regulatory perspective. Based on the outcome of the inventory and needs assessment(s), the project team will develop a series of recommendations to advance the Small Area Plan. The recommendations will be prioritized and assigned a short-, mid- and long-term time frame for implementation. The final plan will be presented to Town staff for comments.

State of Philosophy + Project Understanding | Section VII

DELIVERABLES	FEE
Project Program	\$5,180.00
Stakeholder Interviews Summary	\$3,990.00
Opportunities + Constraints Plan(s)	\$3,837.50
Market Study	\$18,672.00
Community Engagement Materials	\$7,937.00
<i>Demographics + Market / Trade Area</i>	
<i>Opportunities + Constraints Plan (could be several maps of the different areas)</i>	
Community Engagement Findings	\$1,420.00
Scenario Concept Plan Illustrations (2)	\$9,540.00
Council Work Session Powerpoint Presentation	\$3,422.00
Preferred Concept Plan	\$7,995.00
Area Plan document (including drafts + final version)	\$14,944.00
Total	\$76,937.50
<i>Additional Services if Requested</i>	
3D Massing Model + GLA Charts	\$6,450.00
Statistically Valid Survey	\$10,000.00
Create + Maintain a SAP Website	\$10,000.00
Fiscal Impact Analysis	\$7,500.00
3D Model + Perspective Renderings	\$28,000.00
3D Animated Video	\$18,000.00
Total	\$79,950.00

Tasks Hourly Rates	Von Beougher \$325	Bobby Dollak \$290	Randi Rivera \$210	Jameson Pinson \$210	Justin Lansdowne \$200	Suja Joseph \$160	Patricia Fant \$145	Mike Cox \$205	Mitchell Silver \$325	Justin Sparks \$140	Jason Claunch \$378	Chris Branham \$216	Admin \$100	Estimated Contract Subtotals
KICK-OFF PREP			2.00	2.00									3.00	\$1,140.00
DESIGN FEE PROPOSAL			2.00	4.00									4.00	\$1,660.00
KICK-OFF MEETING WITH STAFF			2.50	2.50	2.50									\$1,550.00
CREATE DESIGN SCHEDULE			1.50	1.50				1.50					2.00	\$830.00
SITE VISIT			1.50	1.50										\$937.50
LANDOWNER ONE-ON-ONE MEETINGS			5.00	5.00							5.00			\$3,990.00
BASEMAP CREATION			1.00	2.00	1.00	5.00	4.00	2.00		2.00				\$2,900.00
COMMUNITY ENGAGEMENT PREPARATION			2.00	2.00			5.00			5.00			2.00	\$2,465.00
COMMUNITY ENGAGEMENT WORKSHOP MTG.	3.00	3.00	3.00	3.00			3.00			3.00	4.00			\$5,472.00
COMMUNITY GOALS SUMMARY			2.00	2.00			4.00							\$1,420.00
MARKET ANALYSIS / DEMOGRAPHICS			1.00	1.00							14.00	60.00		\$18,672.00
(2) INITIAL CONCEPT DESIGNS FOR STAFF			6.00	10.00	2.00		4.00		2.00	10.00	2.00			\$7,146.00
MEETING WITH STAFF			3.00	3.00							3.00			\$2,394.00
PREFERRED CONCEPT DESIGN (1 CONCEPT)			2.00	2.00			3.00			7.00	2.50			\$3,200.00
TOWN COUNCIL WORK SESSION	2.00		3.00	3.00							4.00			\$3,422.00
MEETING WITH STAFF			2.00	2.00										\$840.00
WRITTEN DOCUMENT ON SMALL AREA PLAN			8.00				15.00		1.00					\$4,180.00
IMPLEMENTATION PLAN			4.00	1.00			4.00		8.00		6.00	4.00	4.00	\$7,762.00
REVISED PREFERRED CONCEPT (1 CONCEPT)			2.00	2.00			3.00			5.00				\$1,975.00
FINAL CONCEPT (1 CONCEPT)			2.00	2.00			4.00			4.00				\$1,980.00
TOWN COUNCIL ADOPTION	2.00		2.00	2.00							4.00			\$3,002.00
	\$2,275.00	\$870.00	\$12,075.00	\$11,235.00	\$1,100.00	\$800.00	\$7,105.00	\$717.50	\$3,575.00	\$5,040.00	\$16,821.00	\$13,824.00	\$1,500.00	\$76,937.50
Total Base Bid														\$76,937.50
Reimbursibles Costs														\$5,000.00
Total														\$81,937.00

Additional Services if Requested														
3D MASSING MODEL + GLA CHARTS														\$6,450.00
STATISTICALLY VALID SURVEY														\$10,000.00
CREATE + MAINTAIN A SAP WEBSITE														\$10,000.00
FISCAL IMPACT ANALYSIS														\$7,500.00
3D MODEL + PERSPECTIVE RENDERINGS														\$28,000.00
3D ANIMATED VIDEO														\$18,000.00
Total														\$79,950.00



McAdams
Lewisville, TX

EDUCATION
Bachelor of Science in Civil
Engineering, Texas A&M
University

REGISTRATIONS
PE: TX #86898

AFFILIATIONS
Cross Timbers Rotary

Flower Mound Chamber of
Commerce

CEO Institute, Christian
Business Executives, 2009 -
present

National Society of
Professional Engineers

Texas Society of Professional
Engineers

Denton County Chapter
TSPE- Past President

PRINCIPAL-IN-CHARGE
Robert J. Dollak, Jr. PE

Robert “Bobby” has over 25 years of design and development experience in the north Texas area and serves as vice president of McAdams Dallas-Fort Worth region. As vice president, he oversees strategic planning and business development; provides training opportunities for staff improvement; and coordinates with team leaders to ensure quality; accuracy; and timeliness of projects and deliverables. Bobby is passionate about mentoring and he positively encourages team members to do their best at everything they are involved with, both professionally and personally, and he is a staunch advocate for our clients’ success.

The River Walk at Central Park
Flower Mound, TX

This 158-acre mixed-use project is the centerpiece of the Town of Flower Mound located at the intersection of the two major thoroughfares through the Town. Numerous public hearings and stakeholder meetings were held to gain consensus of a new concept for the Town. Our efforts included all of the entitlements and public infrastructure design as well as Federal Emergency Management Agency (FEMA) floodplain remapping featuring nearly a mile of the man-made, pedestrian-friendly, linear River Walk with extensive landscaping to create special places along the river.

Silveron Park, Mixed-use, Pedestrian-friendly Community
Flower Mound, TX

Silveron Park includes a mixture of land uses that include retail, restaurant, office, medical office and residential components. The mix of uses are connected by a pedestrian circulation system that originates from The Green Plaza + Play area and finds its way to many corners of the development. Silveron Park - a wide, yet linear park - acts as the spine of the open space connection and the community itself. Residents, employees and the public are encouraged to explore Silveron Park via the interlinked web of pedestrian connections for travel to their destination or recreation.

ADDITIONAL
NOTABLE PROJECTS



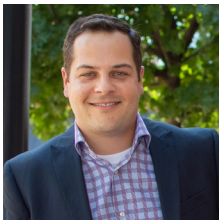
Furst Ranch
Flower Mound, TX



Lewisville City Hall
Lewisville, TX



Richardson Restaurant Park
+ BierGarten
Richardson, TX



McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in
Landscape Architecture,
Oklahoma State University

REGISTRATIONS
Registered Landscape
Architect (RLA): TX #2826

AFFILIATIONS
Texas American Society
of Landscape Architects -
Associate

American Society of
Landscape Architects (ASLA)
- Associate

Landscape Architecture
Professional Advisory
Committee at Oklahoma
State University

PROJECT MANAGER | LANDSCAPE ARCHITECTURE LEAD
Jameson Pinson RLA

Jameson serves as director of landscape architecture in the Dallas-Fort Worth region in Texas. His love for the outdoors and its raw elements are what drive his passion for landscape architecture design. His thoughtful approach allows him to engage with clients to create places that involve users and gives them a shared sense of appreciation. His strengths include conceptual site planning, creative problem solving, project visioning and construction details.

Southwest Community Park
Mansfield, TX

The City of Mansfield Parks and Recreation department engaged McAdams to complete a community park and athletic complex concept master plan for a 138-acre City owned parcel. The master planning process entailed a study of site opportunities and analysis; spatial diagram concepts; community engagement; site plan concept; and an estimate of probable construction cost. The master plan includes park program elements, such as soccer fields with supporting restrooms and maintenance buildings; tennis courts; pickleball courts; basketball courts; destination playgrounds and skate park; walking trails; and a large aquatics center to serve the surrounding community.

Briercliff Park, Master Plan
Denton, TX

The Briercliff Park Master Plan is an improvement project for the existing 9.62-acre City park. McAdams is designing an extended trail system; new amenities (such as splashpads); additional parking; and a proposed new restroom facility for the park. McAdams' project approach recieved input from community stakeholders to develop a strong project vision, combined with economic and planning expertise and analysis. This approach informs development recommendations that guide the City's decision-making process. The final construction drawings have been completed and submitted to Texas Parks and Wildlife and have been approved for a grant. The grant application is currently being considered by the National Parks Department.

ADDITIONAL
NOTABLE PROJECTS



Silveron Park, Mixed-use, Pedestrian-friendly Community
Flower Mound, TX



Rosedale Fort Worth
Fort Work, TX



Cross Roads Town Center
Cross Roads, TX



McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in
Architectural Engineering,
Kansas State University

REGISTRATIONS
Professional Engineer (PE):
TX #69087

AFFILIATIONS
National Society of
Professional Engineers

American Society of Civil
Engineers

Texas Society of Professional
Engineers

Texas Society of Professional
Surveyors, Affiliate

Denton County Chapter TSPE,
Vice President

SPECIAL ADVISOR
Von Beougher PE

Von has been creating places and designing infrastructure in North Texas since 1986, including over 70 K-12 campuses and scores of single-family neighborhoods. His passion for others is exemplified in his public service positions with Chambers of Commerce, Rotary Club and children’s charities. As principal with McAdams, he promotes the company and its employees both internally and in the public arenas.

Bartonville Towne Center
Bartonville, TX

Bartonville Town Center is the first commercial development in the Town of Bartonville, Texas. Designed as a mixed commercial project, with retail / restaurants on the first floor and office uses on the second floor, this unique six-acre project collects stormwater runoff and recycles it through the organically designed retention ponds, with bridges and pedestrian walkways along the densely landscaped pond fringes and babbling brook amenities between ponds. The Texas Department of Transportation (TxDOT) deceleration lanes were partially funded with public funds, and the site is served by a rural water supply district. Underground water wells are utilized to replace evaporative losses from the amenity ponds, as well as to supplement on-site landscape irrigation needs.

Lewisville City Hall
Lewisville, TX

As the City of Lewisville continued to grow, City leaders desired a new free-standing City Hall in the heart of the Original Town of Lewisville to serve to revitalize and stimulate growth near the Denton County Transportation Authority light rail station. McAdams was hired to survey and replat two full city blocks and incorporate two street / alley rights-of-way for the new two-story City Hall building. In addition, we designed the civil site plan; landscape and irrigation plans; along with on-street parking. The City desired to preserve the original city water well-house, by strategically designing walkways and landscape elements, we were able to preserve it.

ADDITIONAL
NOTABLE PROJECTS



Roanoke City Center + City
Hall
Roanoke, TX



MCL Grand Theater
Lewisville, TX



Mill Street Elementary
School
Lewisville, TX



McAdams
Lewisville, TX

EDUCATION
Bachelor of Arts in Political
Science, University of Texas,
Arlington

Master of City + Regional
Planning, University of Texas,
Arlington

REGISTRATIONS
American Institute of Certified
Planners (AICP): TX #210740

AFFILIATIONS
American Planning
Association (APA)

Urban Land Institute (ULI)

PLANNING LEAD
Randi Rivera AICP

Randi leads the planning and entitlement effort for projects in the Dallas-Fort Worth market. She is an effective resource for clients as she understands the critical elements necessary to transition innovative design concepts into reality. As an advocate for clients, she works closely with other design professionals, municipal staff members, community officials and other stakeholders to design projects that result in a positive impact for the communities we serve.

Millennium, Mixed-use Development
Corinth, TX

Millennium is a mixed-use development designed to be a lifestyle destination for the City of Corinth, Texas. The design intent is to grace the open space between I-35E entry and the 1.5-acre pond with enhanced pedestrian paving, large canopy trees, lighting, street furnishings, landscaping, water feature and a meandering brook highlighted with natural stone. It includes both residential and non-residential uses in a walkable setting that frame a linear waterway with a plaza at one terminus and a 1.5-acre pond at the other. The plaza will become a gathering place for the community and will include outdoor dining opportunities and a water feature or statue. Millennium’s concept is to create an environment for people that is comfortable, enjoyable and at the human scale.

Furst Ranch
Flower Mound, TX

Furst Ranch is a one-of-a-kind development, authentically inspired by nature. Over 2,000 acres of gently rolling hills, pastures and creeks filled with stands of native trees. Through biophilic design and 30% open spaces, Furst Ranch will ensure natural beauty is integrated throughout. Furst Ranch encompasses approximately 2,000 acres ideally located in southern Denton County, the ranch now stretches across multiple jurisdictions, including the Town of Flower Mound, the Town of Bartonville and the extraterritorial jurisdictions of Bartonville and Argyle. Denton county is one of the fastest growing counties in Texas and with this northward growth, the center of the metroplex is shifting north. Furst Ranch is forecasted to be located in the center of this growing metroplex.

ADDITIONAL
NOTABLE PROJECTS



Highlands Plaza
Flower Mound, TX



The River Walk at Central
Park
Flower Mound, TX



The Canals at Mansfield
Mansfield, TX



URBAN PLANNING / IMPLEMENTATION

Mitchell Silver FAICP, Hon. ASLA

McAdams
Raleigh, NC

EDUCATION
Bachelor of Architecture,
Pratt Institute

Master of Urban Planning,
Hunter College

REGISTRATIONS
AICP: NC #013522

AFFILIATIONS
American Planning
Association (Past President,
Secretary / Treasurer, Board
of Directors)

AICP Immediate Past
President, Fellow + Member

ASLA, Honorary Member
(Hon. ASLA)

Congress for New Urbanism,
Board Member

City Parks Alliance, Co-chair

Mitchell is responsible for providing advisory services in urban planning, placemaking, parks and public space planning with an emphasis on diversity, equity and inclusion. Mitchell also serves as an ambassador and thought leader for the company at regional and national organizations and events. Mitchell is an award-winning planner with over 38 years of experience and is internationally recognized for his leadership in the urban planning profession; parks and public space planning; and contributions to contemporary planning issues. Known by his colleagues as a passionate communicator, creative thinker, problem-solver and visionary leader, Mitchell has spearheaded many cutting-edge trends, innovative solutions and visionary plans. Mitchell is one of the nation’s most celebrated urban thinkers. He was selected to Planetizen’s list of the 100 Most Influential Urbanists in the world. In addition, he has been honored as one of the top 100 City Innovators in the world by UBM Future Cities and the Urban Times named him one of the top international thought leaders of the built environment. Prior to joining McAdams, Mitchell served as parks commissioner of the New York City Department of Parks and Recreation. As the former parks commissioner, Mitchell oversaw the management, planning and operations of nearly 30,000 acres of parkland, which includes parks, playgrounds, beaches, marinas, recreation centers, wilderness areas and other assets. Prior to returning to his native New York City as parks commissioner, he served as the chief planning and development officer and planning director for the City of Raleigh. As planning director in Raleigh, he led the comprehensive plan update process and a rewriting of the development code to create a vibrant 21st Century city. He was an outspoken advocate for Raleigh and helped transform it into a world-class city with great streets, great places and great neighborhoods.

Pack Square, Visioning Document
Asheville, NC

Mitchell is the project manager and principal in charge for this project. The City of Asheville and Buncombe County hired McAdams to create a vision for Pack Square after the removal of a monument which was a symbol of white supremacy. The vision is intended to be aspirational in order to heal a community and lay the foundation for a new equitable and inclusive public space where everyone feels welcome.

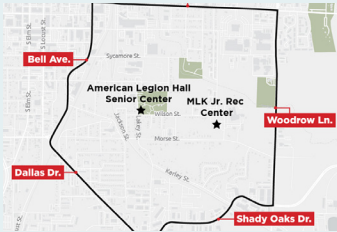
ADDITIONAL
NOTABLE PROJECTS



Greensboro Community
Conversations
Greensboro, NC



Small Area Plans
Highland Village, TX



Southeast Area Plan
Denton, TX



CIVIL ENGINEERING LEAD
Justin Lansdowne PE

McAdams
Roanoke, TX

EDUCATION
Bachelor of Science in Civil
Engineering, Texas A&M
University

REGISTRATIONS
PE: TX #121990

AFFILIATIONS
National Society of
Professional Engineers

Texas Society of Professional
Engineers

Justin has been with McAdams since 2011 and serves as senior project manager in the Engineering department. With a background in civil engineering and 13 years of experience, he brings a deep understanding of the development process for public, residential, commercial and energy projects. His responsibilities include the organization and management of the planning, design and construction of civil engineering-related projects; client management; contract negotiations; project budgeting; and project delivery. He is passionate about providing an exceptional client experience throughout the development process. He is experienced in all phases of the design process, including programmatic development; entitlements; community and stakeholder involvement; conceptual and detailed design; construction drawings and specifications; and construction administration. He creates a project delivery environment within McAdams that focuses on quality, creative solutions and client communication.

Roanoke City Center + City Hall
Roanoke, TX

Roanoke City Hall is a 29,030-square foot, two-story building designed in a town courthouse-style. Roanoke City Hall is located in the center of the fast growing “City Center” downtown development where citizens can live, work and play all in the same location. Concurrently with the 1.2-acre City Hall site, we designed and coordinated the surrounding 20 acres of retail, multi-family, brownstones and restaurant pad sites. Our services included topographic and boundary surveys; several final plats; a pedestrian-oriented plaza; grading; utility service plan and profile for water and sanitary sewer; paving; storm sewer; electrical; and fiber.

Pepper Creek Ranch
Flower Mound, TX

McAdams was responsible for assisting the developer in procuring the zoning and entitlements for the master planned community, the design team worked closely with the developer and the Town of Flower Mound to create a development suitable to meet the needs of each party. McAdams designed the road alignments to avoid existing natural features to preserve large expanses of open space on the property. The design team was responsible for the design of all the roadways, water lines and storm sewer systems within the project. The landscape team assisted with the design of the pond area; water features around the entrance; and the landscaping within the round-a-bout and along the State roadway adjacent to the development.

**ADDITIONAL
NOTABLE PROJECTS**



Millennium, Mixed-use
Development
Corinth, TX



Marty B's
Bartonville, TX



Granada
Westlake, TX



GIS LEAD
Suja Joseph

McAdams
Roanoke, TX

EDUCATION
Bachelor of Environmental
Design, Texas A&M University

Bachelor of Science in Civil
Engineering, University of
Texas at Arlington

Suja is the geographic information systems (GIS) manager for McAdams. She manages McAdams' Enterprise Portal and ArcGIS Online. She shares her vast GIS knowledge with McAdams staff through Lunch and n Learns, one-on-one sessions and online tech support sessions. She is adept at creating web apps, dashboards, StoryMaps and ArcGIS FieldMap forms to support client and staff projects. Her Dallas-Fort Worth work at McAdams has included developing public notification data for zoning cases for the City of Lake Dallas, and generating base files for site plans and new developments within Flower Mound, Denton, Carrollton, Grayson County and Mansfield. Prior to McAdams, she spent over 20 years working for the City of Grapevine in the Public Works department as a graduate civil engineer and GIS coordinator. Her experience includes building a team of GIS professionals and GIS and database systems that supported a department of over 200 employees. Additional experience includes implementing and maintaining a Public Works asset management and work order system, as well as administering the Public Works GIS databases. Suja is experienced in working with utilities, streets, traffic and drainage datasets, as well as a host of other municipal datasets.

On-Call Engineering Services
Lake Dallas, TX

McAdams is currently serving as city engineer for the City of Lake Dallas, a 2.75 square mile community with approximately 7,700 residents. As city engineer, McAdams reviews plats, civil plans, drainage studies and flood studies for a variety of proposed projects in the City and provides recommendations on driveway permit applications. Currently, McAdams is administering the City's Master Drainage Study. This study will assist in developing a stormwater CIP that Lake Dallas can use to implement critical drainage and roadway infrastructure needs. McAdams will oversee all hydrologic and hydraulic modeling; project identification; and CIP prioritization. In the spring of 2023, McAdams drafted the City's Utility Fee Credit Policy and associated applications to assist with process standardization. McAdams currently evaluates exemption and credit requests and provides recommendations to City staff on exemption or credit eligibility.

ADDITIONAL
NOTABLE PROJECTS



Small Area Plans
Highland Village, TX



Southeast Area Plan
Denton, TX



Town-wide H+H Study
Lillington, NC



Catalyst
Dallas, TX

EDUCATION
BBA, University of Texas at
Arlington

REGISTRATIONS
Licensed Real Estate Broker:
TX #0456163

AFFILIATIONS
North Texas Commercial
Association of Realtors
International Conference of
Shopping Centers

ULI

National Association
of Industrial and Office
Professionals (NAIOP)

Texas Municipal League

Texas Economic Development

International Downtown
Association
Select Awards
Dallas Business Journal's
"40 Under 40" and "Heavy
Hitters"
Collin County, "40 Under 40"

MARKET ANALYSIS LEAD

Jason Claunch

Jason has experience in healthcare research, hospitality, residential and commercial analysis. He is experienced with the full lifecycle of real estate from initial market strategy, planning, entitlements, due diligence, design, vertical development and disposition using his extensive relationships with owners, developers, vendors, end users and the brokerage community.

Prior to Catalyst, Jason directed Billingsley's retail division, consisting of over 4,000 acres of raw land and portfolio value of over one billion dollars. His responsibilities included the management of all facets of the retail portfolio, including profit and loss; planning; development; acquisitions; marketing; and leasing.

Trailhouse Park, Master plan Forney, TX

In 2019, Catalyst supported the Raleigh Investments in developing a master plan to advance the zoning and development of Trailhouse Park in Forney, Texas. The mixed-use development will compliment the adjacent retail and create a true, walkable environment for the City. Catalyst created a market analysis to help inform the program / planning of the project and created the master plan to enable an incentive agreement, zoning and development agreement with the City of Forney. Catalyst also developed a financial model to underwrite various development scenarios.

Oak Street Regulating Plan Roanoke, TX

The City of Roanoke had very little commercial development, so in 2012 the City took initiative to create an innovated Form Based Code district for Downtown. In 2015, Catalyst was engaged to assist a private developer, Integrity Group, to create a vision and calibrate the design within Downtown that aligns with the existing formbased code. In addition, Catalyst sourced financing for the project and facilitated the public / private agreements to advance the Peabody hotel in Roanoke City Center. The mixed-use development will complete the remainder of Oak Street.

Since 2015, Catalyt and Integrity have created over \$100 million in net new development value; completed the public infrastructure, including a public / private shared parking garage; and stimulated over 100,000 square feet of new development activity. The project has won several awards and created substantial fiscal benefits for the City.

Trinity Lakes Fort Worth, TX

Trinity Lakes is an east Fort Worth suburban development consisting of residential uses. The developer was seeking ways to introduce a more sustainable and value adding product. Through collective efforts, Catalyst worked with Gateway Planning and the developer in master planning the balance of the development with additional residential and commercial uses. Catalyst is supporting Gateway and the developer in integrating new residential product types, as well as positioning new commercial to amenitize the neighborhood.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Robert J. Dollak, Jr.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

McAdams has reviewed the scope of work required to be completed for the Town of Trophy Club's Small Area Plan project and has determined that there are no conflicts of interest with our team,

4 the Town of Trophy Club or the individual project.

Signature of vendor doing business with the governmental entity

04/15/24

Date

Adopted 8/7/2015

ATTACHMENT B
BUSINESS INFORMATION FORM

Complete Legal Name of Business

The John R. McAdams Company, Inc.

(Address) 201 County View Drive

(City/State/ZIP) Roanoke, TX 26262

Form of Business Entity (check one)

() Texas corporation

() Texas non-profit corporation

(X) Out-of-State corporation

() Texas professional corporation

North Carolina state of incorporation

(check one) (X) profit non-profit

() Texas general partnership

() Texas limited partnership

() Out-of-State partnership

state where partnership is legally registered.

() Individual doing business as

() Texas limited liability company

() Other (describe)

List the full name of each Officer of the Company:

PRESIDENT: Michael J. Munn

VICE PRESIDENT: N/A

SECRETARY: Jonathan G. Moore

TREASURER: John R. McAdams

Who is legally authorized to sign and execute contracts? Robert J. Dollak, Jr.

Who, if anyone, is required to witness contract signatures? Robert J. Dollak, Jr.

ATTACHMENT C**TOWN OF TROPHY CLUB CONTRACTOR INSURANCE REQUIREMENTS**

Contractors performing work on Town property or public right-of-way for the Town of Trophy Club shall provide the Town a certificate of insurance and a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the Town evidence, as required, showing all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance in compliance with Insurance Code 1811 to transact business in the State of Texas and must be acceptable to the Town of Trophy Finance Department.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The Town reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	Town to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
2. Commercial General (Public) Liability to include coverage for: A) Premises/Operations B) Products/Completed Operations C) Independent Contractor D) Personal Injury E) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined single limit of \$600,000	<u>Town to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or Material change in coverage. Insurance company must be A-rated or above.

3. Business Auto Liability to include coverage for: A) Owned/Leased Vehicles B) Non-Owned Vehicles C) Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage \$100,000 per occurrence. -OR- Combined simple limit of \$600,000	<u>Town to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-rated or above.
---	--	---

Certificate of Liability Insurance forms may be **faxed** to Finance Department, @ **(682)237-2996**, **phone (682)237-2914** or **emailed to: aduvall@trophyclub.org**. Questions regarding required insurance should be directed to April Duvall.

This form must be signed and returned with your quotation. You are stating **that you do have the required insurance and if selected to perform work for the Town, will provide the insurance with the above requirements** to the Town. **A PURCHASE ORDER/CONTRACT WILL NOT BE ISSUED WITHOUT PROOF OF INSURANCE.**

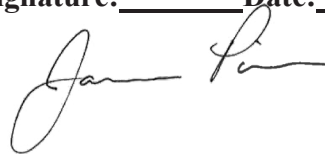
AGREEMENT

I agree to provide the above-described insurance coverages within 10 working days if selected to perform work for the Town of Trophy Club. I also agree to provide the Town proof of insurance coverage on any and all subcontractors performing work on the project.

Project/Bid# RFQ #TMO2024-01

Company The John R. McAdams Company, Inc. **Vendor# (if applicable)** N/A

Printed Name: Jameson Pinson, RLA **Signature:** _____ **Date:** 04/15/2024



**ATTACHMENT D
HB 89 FORM**

Effective September 1, 2017, House Bill 89 Prohibition on Contracts with Companies Boycotting Israel states that a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a **written verification** from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

“Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

To Be Completed By Vendor:

"I, Candace Whisenant (Name of certifying official), the VP, Human Resources (title or position of certifying official) of The John R. McAdams Company, Inc. (name of company), does hereby verify on behalf of said company to the City that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001) during the term of this contract.

Candace Whisenant

Signature of Certifying Official

Title: VP, Human Resources

Date: 4/9/24

ATTACHMENT E
SB 252 CHAPTER 2252 CERTIFICATION

I, Robert J. Dollak, Jr., the undersigned an representative.
of The John R. McAdams Company, Inc. (dba McAdams)
(Company or Business Name)

being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Town of Trophy Club.

Robert J. Dollak, Jr.
Name of Company Representative (Print)


Signature of Company Representative

04/15/2024
Date

ATTACHMENT F
DRUG-FREE WORKPLACE CERTIFICATION

The John R. McAdams Company, Inc. (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premise of the __ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The undersigned FIRM certifies it will provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the FIRM's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the FIRM's policy statement;

Notifying the employees in the FIRM's policy statement that as a condition of employment under this subcontract, employees shall abide by the terms of the policy statement and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the City within ten (10) days of the FIRM's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/FIRM(s): The John R. McAdams Company, Inc
Signature of Authorized Representative: Candace Whisnand

Date: 4/9/24

ATTACHMENT G
QUALIFICATIONS & REFERENCE SHEET

Please Complete and Return This Form with the bid

The FIRM shall furnish, with the RFP, the following information, for at least three (3) recent references to whom products and/or services have been provided that are similar to those required by this RFP.

- | | | |
|----|-----------------------|---|
| 1. | Company's Name | <u>City of Mansfield</u> |
| | Name of Contact | <u>Matt Jones</u> |
| | Title of Contact | <u>Assistant City Manager</u> |
| | Present Address | <u>1200 East Broad Street</u> |
| | City, State, Zip Code | <u>Mansfield, TX 76063</u> |
| | Telephone Number | <u>(817) 276. 4228</u> Fax Number (N/A) |
| | | |
| 2. | Company's Name | <u>City of Bedford</u> |
| | Name of Contact | <u>Andrea Roy</u> |
| | Title of Contact | <u>Assistant City Manager / Development</u> |
| | Present Address | <u>2000 Forest Ridge Drive</u> |
| | City, State, Zip Code | <u>Bedford, TX 76021</u> |
| | Telephone Number | <u>(817) 952. 2200</u> Fax Number (N/A) |
| | | |
| 3. | Company's Name | <u>City of Highland Village</u> |
| | Name of Contact | <u>Paul Stevens</u> |
| | Title of Contact | <u>City Manager</u> |
| | Present Address | <u>1000 Highland Village Road</u> |
| | City, State, Zip Code | <u>Bedford, TX 76021</u> |
| | Telephone Number | <u>(972) 899. 5131</u> Fax Number (N/A) |



United in our pursuit
of your vision, we will
leverage our knowledge,
offerings and culture
**to create meaningful
experiences.**

McADAMS



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Tamara Smith, MSL, Assistant to the Town Manager

AGENDA ITEM: Consider a resolution authorizing and approving the Town of Trophy Club Economic Development Corporation's Thrive Business Grant program.
(Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: On July 11, 2023, the Economic Development Corporation (EDC) discussed and considered a grant program tailored to benefit businesses within the Trophy Club community. The EDC deliberated and expressed the desire to support projects encompassing exterior and interior enhancements, equipment, and signage upgrades. The program developed for this purpose is branded as the Thrive Business Grant program.

The Board allocated \$300,000 to the grant program for FY 2024. The proposed program would be a yearly application with an evaluation and presentation to the EDC. A formal agreement will follow with progress reporting, final inspections, and performance requirements. The program includes a contribution from businesses in the form of matching funds, which will foster a sense of mutual accountability.

The Thrive Business Grant program offers reimbursable matching grants (75%) of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. Under the terms of the grant, work must begin within six months from the date of the award. Grantees will be required to submit regular progress reports, including financial statements, photos, and updates on project milestones. Failure to meet specified performance requirements as set forth in each agreement will require 100% repayment of the grant dollars received.

On October 11, 2023, staff presented the EDC with a draft grant program for review. On February 27, 2024, the grant program went before the EDC Board at a regularly scheduled EDC meeting. Updates were made to the Thrive Business Grant program based on Board feedback, and the revised program was approved by the EDC Board at their April 18, 2024 meeting.

BOARD REVIEW/CITIZEN FEEDBACK: At their April 18, 2024 meeting, the Economic Development Corporation Board approved the Thrive Business Grant Program aimed at supporting local businesses within the Town of Trophy Club.

FISCAL IMPACT: The Board allocated \$300,000 from the EDC Special Revenue Fund for the FY 2024 grant program.

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

ATTACHMENTS:

1. Resolution EDC 2404-04 Thrive Business Program
2. 5.28.24 Presentation

ACTIONS/OPTIONS:

Staff recommends that Town Council move to approve the resolution authorizing and approving the Town of Trophy Club Economic Development Corporation's Thrive Business Grant program.

**TOWN OF TROPHY CLUB, TEXAS
ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION NO. EDC 2024-04**

**A RESOLUTION OF THE ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS OF THE TOWN OF TROPHY CLUB, TEXAS,
APPROVING THE THRIVE BUSINESS GRANT - GUIDELINES AND
APPLICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Trophy Club Economic Development Corporation (the "EDC") is a governmental nonprofit Corporation organized under Title 12, Subtitle C1, and Ch. 505 of the Texas Local Government Code, and

WHEREAS, the EDC has determined that the Thrive Business Grant - Guidelines and Application (the "Program") establishes appropriate guidelines and criteria for providing reimbursable matching grants and incentives for various economic development projects in the Town of Trophy Club, Texas (the "Town") that seek to enhance the visual appeal and improve the overall competitiveness of businesses, which will drive economic growth and community prosperity; and

WHEREAS, the EDC finds that the Program will promote or develop new or expanded business enterprises, and will further the objectives of the Town and EDC, will benefit the Town and the Town's inhabitants, and will promote local economic development and stimulate business and commercial activity in the Town; and

WHEREAS, the EDC finds that the Program promotes economic development in the Town, and, as such, meets the requirements of the state law and Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and Town, by eliminating unemployment or underemployment in the State of Texas and Town, and enhancing business and commercial activity within the State of Texas and Town.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS OF THE TOWN OF TROPHY CLUB, TEXAS, THAT:

SECTION 1.

The Thrive Business Grant - Guidelines and Application attached hereto as **Exhibit A** is adopted as the program, guidelines, and criteria governing the Thrive Business Grant in the Town of Trophy Club, Texas.

SECTION 2.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this the 18th day of April, 2024.



John Mann, Board President

ATTEST:



John Rybeck, Board Secretary

Approved by Trophy Club Town Council on (date) by Resolution No. _____

Thrive Business Grant

Guidelines and Application



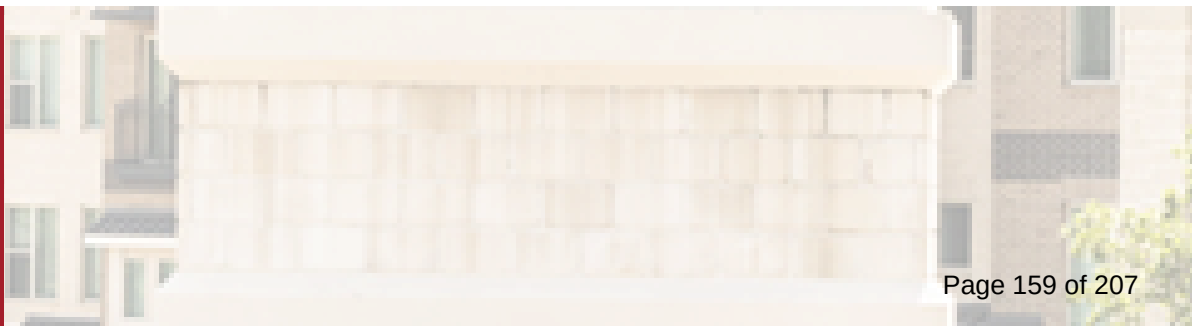


Thrive Business Grant

INTRODUCTION



The Thrive Business Grant (TBG) is an initiative aimed at supporting local businesses within the Town by providing reimbursable matching grants for various improvement projects. The program seeks to enhance the visual appeal and improve overall competitiveness of businesses, ultimately driving economic growth and community prosperity.



BACKGROUND

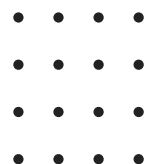


The Trophy Club Economic Development Corporation (EDC) is dedicated to driving economic progress within the Town. Its core mission is to actively foster employment opportunities and enhance the overall well-being of the community by spearheading, developing, facilitating, and financing projects in accordance with the Economic Development Act.

In 2023, the EDC Board earmarked \$300,000 to kickstart the TBG . This program is designed with the aim of fostering enhancements both externally and internally, as well as furnishing essential equipment to facilitate expansion and operational efficiency. The overarching objective is to maintain our Small Town Charm and stimulate customer growth within the Town.

The EDC places significant emphasis on thorough deliberation, ensuring that all grants align with the best interests of the community and that the projected benefits are effectively realized.

Each applicant will be viewed on a case-by-case bases to help businesses achieve success in Trophy Club.

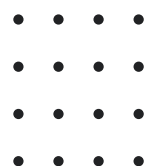


OVERVIEW



The TBG is a dynamic initiative aimed at fortifying local businesses within the town. This program offers reimbursable (75%) matching grants of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. By empowering businesses to make these vital improvements, the EDC aims to bolster the Town's economic vitality, create a more appealing business environment, and foster community prosperity.

The program aims to facilitate well-thought-out improvements that harmoniously incorporate essential storefront elements into a appealing identity, potentially including provisions for establishing an accessible public entrance if necessary. Additionally, it supports interior enhancements aimed at improving the overall customer experience and the enhancement of existing signage or the construction of new signage approved by the Town. While Town staff will offer guidance on acceptable improvements, applicants are responsible for collaborating with licensed architects and contractors to refine the conceptual design according to the scope of work.

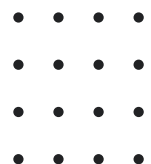


While the Town will review all TBG applications that align with the eligibility criteria, it places particular emphasis on backing projects poised to yield a substantial positive influence on both the Town and its economic landscape.

This includes generating increased business activity, making significant financial investments, facilitating revitalization efforts, and ensuring the retention or expansion of existing employers.

Eligibility Criteria:

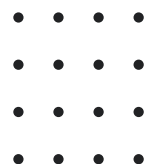
- Eligible applicants must either be property owners or tenants situated within the Town of Trophy Club;
- Tenants must obtain written approval from property owners in order to participate in the program;
- Prior to participating in the program, applicants must ensure they are current with all municipal tax obligations;
- Applicants are required to have no Town liens recorded against any property owned by them, encompassing, but not limited to, liens for weed control, demolition, board-up/open structure, and outstanding payments;





Eligibility Criteria:

- All applicants have to be located within Trophy Club;
- All applicants are required to adhere to both state and local laws and regulations governing licensing, permits, building codes, and zoning requirements;
- Excluded from consideration are government offices, residential properties, home-based enterprises, religious organization, churches, as well as establishments dealing in sexually-oriented or smoking paraphernalia products;
- Applicants must demonstrate financial stability and a clear plan for the project's completion.





Façade Improvements: Grants may be used to enhance the exterior appearance of businesses, including;

- Improvements to an existing exterior structure,
- Improvements to public facing façade(s)
- Signage
- Seating
- General building/property beautification including landscape

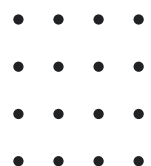
Interior Renovations: Funding can be allocated for interior renovations, such as;

- Remodeling enhancements that improve the customer experience,
- General maintenance such as HVAC, plumbing, electrical, etc.

Equipment Purchases: Grants can cover the cost of purchasing new equipment or upgrading existing machinery to increase operational efficiency and productivity.

Signage: Grants can cover the cost of purchasing signage off site to promote and market the their business.

Applications must be made prior to work beginning. No grants will be awarded for work that has already started, in progress, or completed.



GRANT REQUIREMENTS



Work must begin within six months from the date of the award.

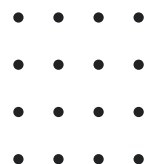
Grant funds are paid out on a reimbursement basis once completed work has been verified by Town staff as compliant with the plans proposed in the approved application.

Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

Grants are awarded as a single payment to the applicant, excluding sales tax. The Town will not reimburse any sales tax on items purchased.

If an applicant is awarded a grant for any work performed pursuant to this program and the work is altered for any reason within one year from the date of construction, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.

Further, if a property is listed for sale and/or leased to a tenant for a purpose not originally intended by the grant application within one year of reimbursement, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.



Each TBG application will be processed in accordance with the following standards and procedures.

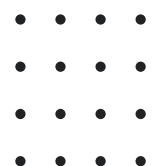
One of the prerequisites is furnishing documentation confirming the absence of any outstanding property tax payments for the property.

Applicants undertaking projects that encompass the refurbishment of one or more existing structures must furnish a comprehensive plan along with quotes and cost projections for the renovations.

Furthermore, if a project is not approved for the intended fiscal year, the application will be retained for consideration for up to one year.

Application Process:

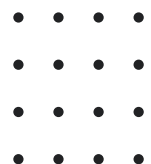
- The TBG will announce specific periods when applications will be accepted from eligible businesses.
- Interested businesses will complete and submit a application form, including property owner written approval (if applicable) project details, comprehensive plan, project cost, two quotes (if applicable), and a timeline for completion.
- The EDC will review applications and may approve applications based on eligibility criteria and alignment with program goals.
- The approved applications will then be reviewed by the Town Manager before being submitted to the Town Council.
- The application review process will take up to 60 days.
- Selected businesses will be notified of their grant award and will receive instructions on reimbursement procedures.
- Approved businesses will sign a performance agreement, and will be instructed on when to begin their proposed projects and may seek reimbursement upon completion.





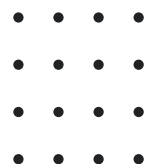
Monitoring & Accountability Process:

- **Progress Reporting:** Grantees will be required to submit regular progress reports, including financial statements, photos, and updates on project milestones.
- **Final Inspection:** Upon project completion, a final inspection will be conducted to ensure that the work meets the program's standards.
- **Reimbursement Process:** Grantees will submit documentation for eligible expenses, and reimbursement will be issued in accordance with the program's guidelines.
- **Performance Requirements:** Grantees will be required to fulfill performance requirements set forth in the performance agreement, failure to meet the specific requirements in the agreement will mean repayment of 100% of grant dollars received.

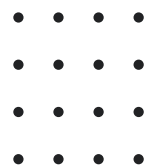
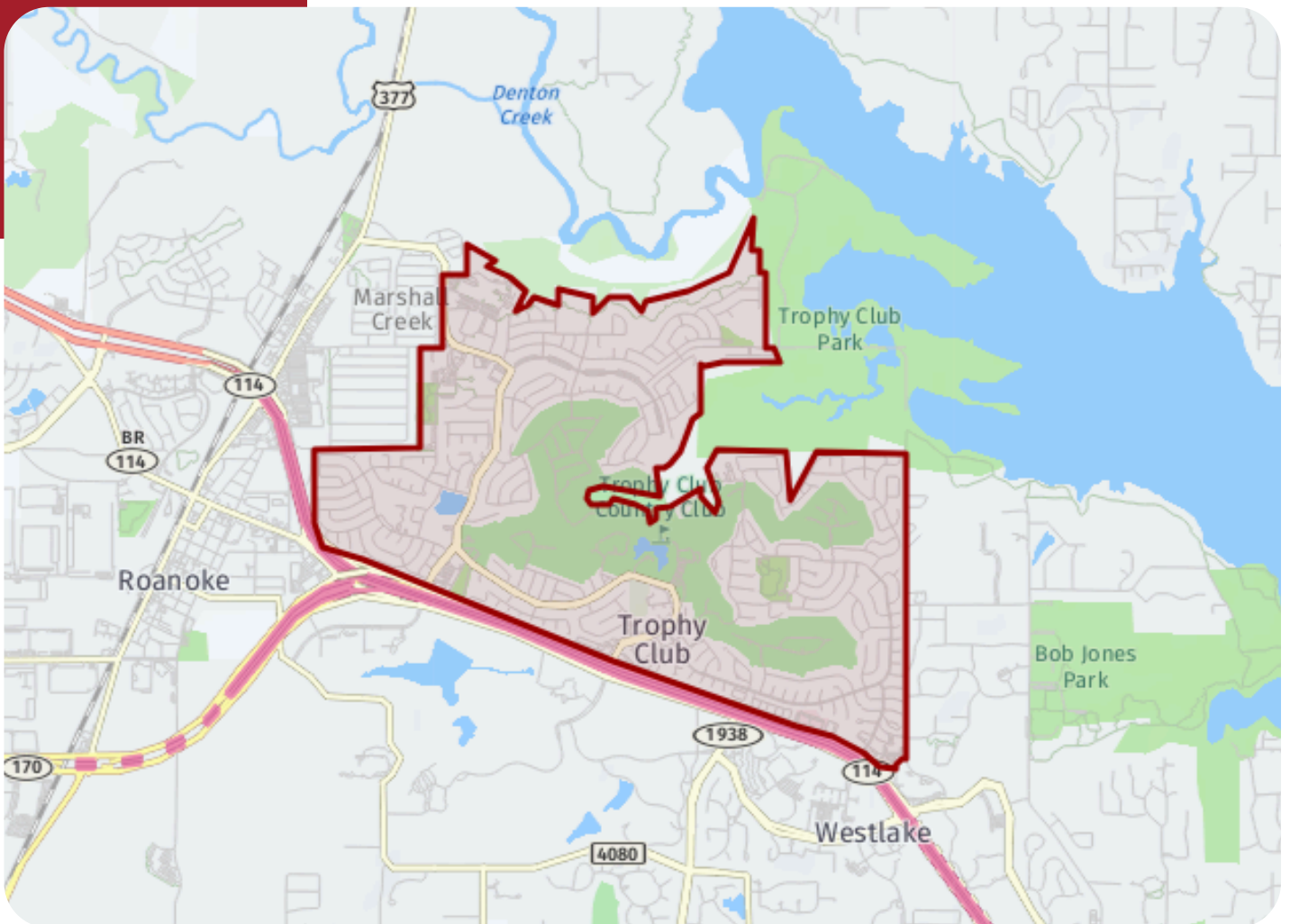


- The Town Council retains sole authority to approve or deny any TBG application and is under no obligation to approve any application.
- The Town retains the authority to reject an application while offering suggestions for improvements that could lead to future acceptance.
- The Town of Trophy Club has the right to terminate any agreement under the TBG if a participant is found to be in violation of any conditions set forth in these guidelines.
- The Town reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.
- Prioritization is given to established businesses over those operational for a year or less.
- The possibility exists to approve multiple projects for businesses if additional funding remains available.

As part of the consideration for any incentives, the Town will have the right to review and verify the applicant's financial statements and records related to the project and the amount of any incentives that may be payable in any given year; and conduct an on-site inspection of the project in order to verify compliance with the terms and conditions of the TBG.



Town of Trophy Club Boundary Map



APPLICATION

Thrive Business Grant (TBG) Application

Applicant Name

Mailing
Address

Business Name

Business Address

Contact Number

E-mail Address

Building Owner
Name

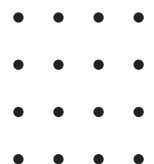
Building
Name

Project Information

Project Site/
Address

Project
Type

Project
Description



Thrive Business Grant (TBG) Application

How will this project benefit the community?

How will this project benefit your business?

Project Cost

Project Expenditures	Expenditure Total	Total Grant Dollars Requested for Expenditure



Thrive Business Grant (TBG) Application

Total Cost of
Project

Total Grant Dollars
Requesting

*25% of total cost of project is the responsibility of the applicant.

Business Information

Number of
Employees

Number of Years in
Trophy Club

Annual Revenue

Will this project create or retain jobs?

☐

Yes

☐

No

Please ensure that the final project scope of work, along with accompanying pictures, drawings, and any relevant documentation, is attached. This comprehensive package will play a crucial role in conveying a cohesive narrative that will aid the EDC and Town staff in comprehending your vision for the allocation of grant funds.

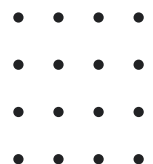
By signing this document, you affirm that you possess the requisite authority to seek funding for the mentioned business, you will abide by the program guidelines, and that the information furnished is true and accurate to the best of your knowledge.

Signature: _____

Printed Name: _____

Title: _____

Date: _____





Thrive Business Grant



Please Return To:

In-Person:
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Via E-mail:
thrive@trophyclub.org





Town Council Meeting

May 28, 2024

Thrive Business Grant



Thrive Business Grant Program

The Thrive Business Grant (TBG) is an initiative aimed at supporting local businesses in Trophy Club by offering reimbursable matching grants for improvement projects. The program seeks to enhance the visual appeal and competitiveness of businesses, driving economic growth and community prosperity.

Key Points of the Thrive Business Grant

Objective and Funding:

- **Economic Development:** The Trophy Club Economic Development Corporation (EDC) aims to foster economic progress, enhance employment opportunities, and improve community well-being.
- **Funding:** In 2023, the EDC allocated \$300,000 to initiate the TBG program to support business enhancements.

Grant Details:

- **Grant Amount:** Offers 75% matching grants up to \$20,000.
- **Eligible Projects:** Façade improvements, sign enhancements, interior renovations, equipment upgrades, and other critical investments.
- **Reimbursement Basis:** Grants are reimbursed after project completion and verification.

Key Points of the Thrive Business Grant

Application and Eligibility:

- **Applicants:** Must be property owners or tenants (with property owner approval) within Trophy Club.
- **Compliance:** Applicants must be current on municipal taxes, with no liens, and must adhere to state and local laws.
- **Exclusions:** Government offices, residential properties, home-based businesses, religious organization, churches, and establishments dealing in sexually-oriented or smoking paraphernalia products are ineligible.

Application Process:

- **Submission:** Businesses submit detailed applications, including project plans, cost estimates, and timelines.
- **Review:** The EDC and Town Manager review applications, with final approval from the Town Council.
- **Timeline:** The review process takes up to 60 days, with work required to begin within six months of award.

Key Points of the Thrive Business Grant

Monitoring and Accountability:

- **Progress Reports:** Regular updates on project milestones and expenses.
- **Final Inspection:** Verification of completed work.
- **Performance Agreement:** Grantees must meet specific requirements or repay the grant.

Conditions and Prioritization:

- **Established Businesses:** Priority is given to businesses operational for more than a year.
- **Compliance:** The Town Council can approve or deny applications, suggest improvements, and terminate agreements if conditions are violated.
- **Flexibility:** The Town reserves the right to adjust guidelines and approve multiple projects if additional funds are available.

Thrive Business Grant





TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM:

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a facility use agreement with the Trophy Club Municipal Utility District #1 for recreational use of the Annex Building located at 1 Municipal Drive. (Chase Ellis, Parks & Recreation Director)

BACKGROUND/SUMMARY: The Town of Trophy Club operates the Summer Adventure Camp as the ultimate summer experience for kids, offering a wide range of activities and adventures. Camp counselors provide a safe and nurturing environment where kids can make new friends, learn new skills, and create lifelong memories.

For the past several years, Summer Adventure Camp was operated at Beck Elementary. However, due to the school not being available this summer and rental cost escalations, it was necessary for the Town to seek other facility use options for 2024 and beyond.

In partnership with the Trophy Club Municipal Utility District #1 ("District"), the Town has developed an agreement to use the vacant Annex Building at 1 Municipal Drive. Under the agreement, the Town will use the Annex Building for Summer Adventure Camp and other recreational programs, to be determined. Use of this site offers new opportunities to build recreational programming through Trophy Club Parks & Recreation. The District has offered to allow the Town to use the Annex Building with no rent. The Town will be responsible for all utilities at the location. The term of this agreement continues until December 31, 2025. The Town and District will undertake a study to determine improvements to the Annex Building to better accommodate recreational uses in the future.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The cost of utilities at this location are estimated to be no more than \$10,000 annually.

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

ATTACHMENTS:

1. Facility Use Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute the facility use agreement with the Trophy Club Municipal Utility District #1 for recreational use of the Annex Building located at 1 Municipal Drive.

FACILITY USE AGREEMENT

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

RECITALS

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

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

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

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

I.

GRANT AND TERM OF AGREEMENT

- 1.1 Term. The District hereby grants to the Town the right to possess and use the Property for an initial term commencing upon the Effective Date of this Agreement and terminating on December 31, 2025. This Agreement may be renewed by mutual agreement of the parties.
- 1.2 Rent. There shall be no annual rent payment required for this Agreement. The consideration for the use of the Property shall be other good and valuable consideration, which is evidenced by the mutual promises and covenants set forth in this Agreement. Both Parties acknowledge that the mutual promises and covenants from the other Party is sufficient consideration for this Agreement.
- 1.3 Utilities. The Town shall be responsible for payment of all deposits and utility bills at the Property, including but not limited to water, gas, electricity, sewer, garbage, janitorial, telephone, and internet services.
- 1.4 Permissible Uses. The Town shall have the right to possession of the Property for use for the purposes of programming a summer camp and community recreation programs. The grassy, open area located to the East of the Annex Building shall be available for the

Town's use for these purposes. The Town may use the Property for other purposes upon prior approval by the District.

- 1.5 Town's Duties. During the term of this Agreement, the Town shall maintain the natural grass practice field on the Property, identified on Exhibit "B" to the Development Agreement, and the Town shall provide access to all Town utilities. The Town will provide the services in the same manner as it maintains Town parks but shall coordinate the schedule so as not to conflict with District events.
- 1.6 Taxes. The District shall pay all ad valorem taxes (real property taxes), if any, and all personal property/trade fixture taxes levied against the Property during the term of this Agreement.

II. OPERATION OF PROPERTY

- 2.1 Operations. The Town shall have daily control of the Property, including controlling and granting to others access to and use of the Property, for the purposes allowed under this Agreement.
- 2.2 Routine Maintenance of Property. The Town shall have the duty to perform daily maintenance for operation of the Property (excluding work allocated to the District in Section 4.1) in good order and condition, normal wear and tear excepted.
- 2.3 District's Use of the Facilities. The District may arrange with the Town to reserve the Property for events. The Town shall give priority to requests from the District to use the Property if the request does not conflict with an already scheduled event.
- 2.4 Alterations/Improvements to the Property. If the Town desires to make any permanent alterations, additions, improvements, or modifications to the Property or the improvements on the Property, the Town shall obtain prior approval from the District.

III. MAINTENANCE; CASUALTY

- 3.1 Maintenance. The District shall be responsible for maintaining the Property in a manner to keep all permanent improvements on the Property in a state of good repair, including the annex building and the parking areas. The District's maintenance obligation under this paragraph shall include any required repair of any structural issues and repair or replacement of HVAC systems.
- 3.2 Casualty. If there is casualty damage to the Property, the District shall be responsible for the repair, reconstruction, or replacement of the damaged improvements. If the Property is subject to casualty damage, the District may terminate this Agreement.

IV. INSURANCE

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

V. TERMINATION

- 5.1 Termination. This Agreement may not be terminated except in accordance with this section.
- (a) Termination for Convenience. This Agreement may be terminated by the District or the Town for any reason with thirty (30) days notice to the other Party, subject to the conditions in subsection (b).
 - (b) Rights Surviving Termination. If the District gives notice of termination between January 1 and June 30 of each calendar year, the Town shall have a right, which survives termination, to use the Property for a summer camp event in the months of June through August in the same calendar year as the notice of termination was given.
- 5.2 Effect of Termination/Expiration. Upon the termination or expiration of this Agreement, the parties' duties and obligations under this Agreement shall cease and the District shall resume full control and use of the Property, except for rights or obligations that expressly survive termination under the terms of this Agreement.

VI. MISCELLANEOUS PROVISIONS

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

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

With copy to: Dean Roggia
 Town Attorney
 Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
 6000 Western Place, Suite 200
 Fort Worth, Texas 76107

To District: Trophy Club Municipal Utility District No. 1
 Attn: General Manager
 100 Municipal Drive
 Trophy Club, Texas 76262

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

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

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

SIGNED on this _____ day of _____, 2024 to be effective on the effective date.

TOWN OF TROPHY CLUB, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

:

By: _____
Name: _____
Title: _____

**TROPHY CLUB MUNICIPAL UTILITY
DISTRICT NO. 1**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST

:

By: _____
Name: _____
Title: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

Printed Name: _____

Title: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of _____, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2024.

Notary Public in and for the State of Texas

My Commission Expires:

Exhibit A

Property Description

DRAFT



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance amending the FY 2024 Budget, allocating funds for Mayor & Town Council expenses, as well as Fire & EMS overtime expenses, and establishing an effective date. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The attached budget amendment represents the first proposed adjustment of the FY 2023-2024 Annual Budget. According to Section 9.06 of the Town Charter, "If during or before the fiscal year the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of such excess." Transfers such as these are presented to the Town Council throughout the fiscal year in an effort to resolve variances from the Annual Budget and reallocate resources to cover unanticipated expenditures.

Upon approval, there will be a \$91,569 increase in General Fund expenditures, raising the total from \$14,343,557 to \$14,435,126.

Within the Town Secretary's Office, expenses related to the Mayor and Town Council have been reallocated to a newly established department numbered 150, designated as "Mayor & Town Council". This modification does not result in a budget variance as funds are being transferred from other appropriated budget lines.

The Fire and EMS Department's overtime budget will increase by \$91,569, resulting in a total overtime budget of \$172,175. Originally approved at \$80,606, this increase resulted from a formula error in the budget document and is not an abnormal increase to these GL budget lines. The overtime amount budgeted in FY 2023, the previous fiscal year, was \$167,160. The net increase will be divided between the Town of Trophy Club and Trophy Club MUD # 1. Town staff has made the recommendation to Trophy Club MUD #1 that their budget be amended to reflect the same.

These additional expenditures will be absorbed by excess revenues, as budgeted revenues exceeded expenditures by \$121,458.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: This change will result in an increase in General Fund expenditures, from \$14,343,557 to \$14,435,126, an overall increase of \$91,569.

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

ATTACHMENTS:

1. Ord 2024-XX Budget Amendment No 1 with exhibit
2. FY24 Approved Budget - Town Secretary's Office
3. FY24 Budget - Mayor & Council
4. FY24 Approved Budget - Fire and EMS

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance amending the FY 2024 Budget, allocating funds for Mayor & Town Council expenses, as well as Fire & EMS overtime expenses, and establishing an effective date.

**TOWN OF TROPHY CLUB
ORDINANCE NO. 2024-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024, AS ADOPTED BY ORDINANCE NO. 2023-15, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town"), is a home rule municipality acting under its Town Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town Council previously adopted its budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024 (the "Annual Budget"); and

WHEREAS, the Annual Budget was adopted by Ordinance No. 2023-15 on September 11, 2023; and

WHEREAS, after the Town Council's approval of the Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and

WHEREAS, Town Charter Sec. 9.13 and Section 102.010 of the Texas Local Government Code allow the Town to amend its Annual Budget as deemed necessary for any municipal purpose; and

WHEREAS, the Town is also allowed to amend its Annual Budget for emergency appropriations to meet a pressing need for public expenditure to protect the public health, safety, and welfare as a result of unusual and unforeseen conditions; and

WHEREAS, the Town Council has determined that an amendment to the Annual Budget pursuant to this Ordinance is a public necessity and in the best interest of the public health and general welfare of the Town and its citizens.

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

SECTION 1.

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The Annual Budget of the Town for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024, as adopted by Ordinance No. 2023-15, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," which is attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with the Annual Budget, as amended.

SECTION 3.

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4.

A true and correct copy of this Ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5.

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7.

This Ordinance shall be in full force and effect from and after its date of passage and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 28th day of May, 2024.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

**Exhibit “A”
Town of Trophy Club
Budget Amendment No. 1**

FY24 BUDGET AMENDMENT #1:

Department	Line Item	Line Item Description	Budget Total	Recommended Change	Amended Budget
Section 1					
Town Manager's Office:					
	01-140-79900	Contingency	\$ 125,000	\$ (4,000)	\$ 121,000
		Total Town Manager's Office:	\$ 125,000	\$ (4,000)	\$ 121,000
Town Secretary's Office:					
	01-145-70600	Mayor/Council Expense	\$ 12,000	\$ (12,000)	\$ -
		(Mayor/Council moved to department 150)			
		Total Town Secretary's Office:	\$ 12,000	\$ (12,000)	\$ -
Mayor/Town Council:					
	01-150-68600	Meetings	\$ -	\$ 2,000	\$ 2,000
	01-150-70100	Office Supplies	\$ -	\$ 1,750	\$ 1,750
	01-150-70600	Mayor/Town Council	\$ -	\$ 12,250	\$ 12,250
		Total Mayor/Town Council:	\$ -	\$ 16,000	\$ 16,000
Fire/EMS:					
		Overtime	\$ 80,606	\$ 91,569	\$ 172,175
	01-255/256-50100	Total Fire/EMS:	\$ 80,606	\$ 91,569	\$ 172,175
Total Expenditure Increase				\$ 91,569	

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Town Secretary's Office	FY 2021 ACTUAL	FY 2022 AMENDED	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2023 ESTIMATE	FY 2024 ADOPTED	FY 2025 PROJECTED	FY 2026 PROJECTED
Personnel								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,904	\$ 150,862	153,879
Overtime	-	-	-	-	-	-	-	-
Longevity	-	-	-	-	-	-	-	-
Annual Stipend	-	-	-	-	-	-	-	-
Certification Pay	-	-	-	-	-	2,400	2,448	2,497
Cell Phone Stipend	-	-	-	-	-	900	900	900
Retirement	-	-	-	-	-	19,538	19,929	20,327
Medical Insurance	-	-	-	-	-	31,495	32,125	32,768
Dental Insurance	-	-	-	-	-	2,469	2,518	2,568
Vision Insurance	-	-	-	-	-	516	527	537
Life Insurance & Other	-	-	-	-	-	993	1,013	1,033
Social Security Taxes	-	-	-	-	-	9,170	9,353	9,541
Medicare Taxes	-	-	-	-	-	2,145	2,187	2,231
Unemployment Taxes	-	-	-	-	-	504	514	524
Workers Compensation	-	-	-	-	-	606	619	631
Pre-Employment Physicals/Testing	-	-	-	-	-	-	-	-
Auto Allowance	-	-	-	-	-	-	-	-
Employee Relations	-	-	-	-	-	-	-	-
Total Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,640	\$ 222,995	\$ 227,437
Services/Supplies								
Professional Outside Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Records Management	-	-	-	-	-	3,750	3,825	3,902
Elections	-	-	-	-	-	21,500	21,930	22,369
Lobbying	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-
Printing	-	-	-	-	-	100	102	104
Schools & Training	-	-	-	-	-	3,250	3,315	3,381
Service Charges & Fees	-	-	-	-	-	-	-	-
Communications/Pagers/Mobiles	-	-	-	-	-	100	102	104
Equipment Maintenance	-	-	-	-	-	-	-	-
Dues & Membership	-	-	-	-	-	385	393	401
Travel & Per Diem	-	-	-	-	-	1,000	1,020	1,040
Meetings	-	-	-	-	-	200	204	208
Office Supplies	-	-	-	-	-	1,300	1,326	1,353
Postage	-	-	-	-	-	50	51	52
Publications/Books/Subscriptions	-	-	-	-	-	-	-	-
Mayor/Council Expense	-	-	-	-	-	12,000	12,000	12,000
Small Equipment	-	-	-	-	-	-	-	-
Furniture/Equipment <\$5,000	-	-	-	-	-	-	-	-
Contingency Expense	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-
Total Services/Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,635	\$ 44,268	\$ 44,913
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262,275	\$ 267,263	\$ 272,350

PERSONNEL SCHEDULE		
POSITION TITLE	FY 2023	FY 2024
TOWN SECRETARY	0.00	1.00
RECORDS ANALYST	0.00	1.00
TOTAL FTEs	0.00	2.00

*Moved From Town Manager
Department to their own*

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Mayor & Council	FY 2022 ACTUAL	FY 2023 AMENDED	FY 2023 ACTUAL	FY 2024 AMENDED	FY 2024 ESTIMATE	FY 2025 PROPOSED	FY 2026 PROJECTED	FY 2027 PROJECTED
Personnel								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Longevity	-	-	-	-	-	-	-	-
Stipend	-	-	-	-	-	-	-	-
Retirement	-	-	-	-	-	-	-	-
Medical Insurance	-	-	-	-	-	-	-	-
Dental Insurance	-	-	-	-	-	-	-	-
Vision Insurance	-	-	-	-	-	-	-	-
Life Insurance & Other	-	-	-	-	-	-	-	-
Social Security Taxes	-	-	-	-	-	-	-	-
Medicare Taxes	-	-	-	-	-	-	-	-
Unemployment Taxes	-	-	-	-	-	-	-	-
Workers' Compensation	-	-	-	-	-	-	-	-
Total Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Services/Supplies								
Professional Outside Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Notices	-	-	-	-	-	-	-	-
Schools & Training	-	-	-	12,250	-	12,250	12,250	12,250
Communications/Pagers/Mobiles	-	-	-	-	-	-	-	-
Dues & Membership	-	-	-	-	-	-	-	-
Travel & Per Diem	-	-	-	-	-	-	-	-
Meetings	-	-	-	2,000	-	2,000	2,040	2,081
Office Supplies	-	-	-	1,750	-	1,750	1,785	1,821
Postage	-	-	-	-	-	-	-	-
Publications/Books/Subscriptions	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-
Total Services/Supplies	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ 16,000	\$ 16,075	\$ 16,152
Total Expenditures	\$ -	\$ -	\$ -	\$ 16,000	\$ -	\$ 16,000	\$ 16,075	\$ 16,152

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Emergency Medical Services	FY 2021 ACTUAL	FY 2022 AMENDED BUDGET	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2023 ESTIMATE	FY 2024 ADOPTED	FY 2025 PROJECTED	FY 2026 PROJECTED
Personnel								
Salaries	\$ 695,169	\$ 728,028	\$ 727,016	\$ 745,734	\$ 873,107	\$ 950,494	\$ 969,503	\$ 988,893
Part-Time	49,275	50,078	37,954	50,000	29,779	50,000	51,000	52,020
Merits	-	13,550	-	35,337	-	-	-	-
Overtime	116,040	84,405	128,568	83,580	163,352	40,303	41,109	41,931
Longevity	7,343	7,254	7,574	7,607	6,916	7,441	7,590	7,742
Annual Stipend	1,875	-	-	-	-	-	-	-
Certification	10,177	11,438	8,278	10,838	10,547	11,250	11,475	11,705
Cell Phone Stipend	-	1,800	1,082	900	1,430	1,350	900	900
Retirement	111,244	110,223	113,615	115,753	139,119	130,884	133,502	136,172
Medical Insurance	74,926	74,102	64,889	91,140	81,160	79,022	80,602	82,214
Dental Insurance	5,436	5,582	3,968	6,544	3,777	4,472	4,561	4,653
Vision Insurance	507	539	506	631	605	594	606	618
Life Insurance & Others	4,511	5,635	3,213	5,638	4,141	3,921	3,999	4,079
Social Security Taxes	51,644	52,084	53,569	53,339	38,964	61,194	62,418	63,666
Medicare Taxes	12,082	12,182	12,560	12,474	9,881	14,311	14,598	14,890
Unemployment Taxes	4,847	2,394	209	2,520	124	2,520	2,570	2,622
Workers' Compensation	17,868	17,816	20,249	19,810	55,000	58,584	59,756	60,951
Pre-Employment Physicals/Testing	3,938	5,960	5,939	-	5,315	-	-	-
Total Personnel	\$ 1,166,882	\$ 1,183,070	\$ 1,189,189	\$ 1,241,845	\$ 1,423,218	\$ 1,416,339	\$ 1,444,189	\$ 1,473,055
Services/Supplies								
Professional Outside Services	\$ 3,314	\$ 1,750	\$ 187,170	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,785	\$ 1,821
Physicals & Testing	-	-	-	-	-	7,000	7,000	7,000
Software & Support	-	-	-	-	-	11,085		
Collection Fees	11,841	20,000	2,532	-	-	-	-	-
Hazmat Disposal	51	240	154	240	240	240	245	250
Radios	1,339	2,250	2,138	1,500	1,500	1,500	1,530	1,561
Schools & Training	1,249	9,205	2,135	9,205	9,205	9,205	9,389	9,577
Electricity	5,530	8,400	5,853	8,400	8,400	8,400	8,568	8,739
Water	3,734	4,000	3,318	4,000	4,000	4,000	4,080	4,162
Communications/Pagers/Mobiles	5,033	4,510	6,032	4,510	7,062	4,510	4,600	4,692
Building Maintenance	2,373	3,000	4,093	3,000	9,776	3,000	3,060	3,121
Vehicle Maintenance	8,091	10,265	10,659	10,265	10,265	12,335	12,582	12,834
Equipment Maintenance	6,019	12,919	12,943	12,919	12,919	12,919	13,177	13,441
Emergency Management	1,000	4,582	11,392	4,582	4,582	4,582	4,674	4,767
Dispatch - Denton County	3,946	4,020	4,021	5,061	5,061	5,622	5,734	5,849
Dues & Membership	1,135	3,406	1,780	3,406	3,406	3,406	3,474	3,544
Flags & Repairs			-	-	-	11,000	11,220	11,444
Travel & Per Diem	2,819	5,326	4,224	5,326	6,436	5,326	5,433	5,541
Meetings	434	750	735	750	750	750	765	780
Safety Programs	-	2,650	-	1,500	1,500	1,500	1,530	1,561
Office Supplies	411	600	312	600	600	600	612	624
Postage	3	100	49	100	100	100	102	104
Publications/Books/Subscriptions	297	300	-	300	300	300	306	312
Fuel	3,620	13,265	6,287	13,265	13,265	13,265	13,530	13,801
Uniforms	7,623	9,645	9,082	9,645	9,645	9,645	9,838	10,035
Medical Control	19,755	20,658	20,535	21,278	21,278	21,598	22,030	22,471
Pharmacy	4,429	6,500	4,815	6,695	6,695	7,030	7,171	7,314
Oxygen	1,381	2,000	1,114	2,060	2,060	2,060	2,101	2,143
Safety Equipment/Protective Clothing	-	-	-	20,000	20,000	20,000	20,400	20,808
Disposable Supplies	10,160	11,800	10,943	12,154	12,154	12,518	12,768	13,024

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Emergency Medical Services	FY 2021 ACTUAL	FY 2022 AMENDED BUDGET	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2023 ESTIMATE	FY 2024 ADOPTED	FY 2025 PROJECTED	FY 2026 PROJECTED
Small Equipment	5,474	10,800	8,263	23,046	23,046	10,800	11,016	11,236
Maintenance Supplies	-	300	64	1,500	1,500	1,500	1,530	1,561
Miscellaneous Expense	55,814	2,000	1,654	2,000	2,000	2,000	2,000	2,000
Total Services/Supplies	\$ 166,875	\$ 175,241	\$ 322,297	\$ 189,057	\$ 199,495	\$ 209,546	\$ 202,251	\$ 206,116
Capital								
Equipment	\$ 1,262	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Expenses	(631)	50,000	39,706	-	-	-	-	-
Total Capital	\$ 631	\$ 50,000	\$ 39,706	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 1,334,387	\$ 1,408,311	\$ 1,551,192	\$ 1,430,902	\$ 1,622,714	\$ 1,625,885	\$ 1,646,439	\$ 1,679,170

PERSONNEL SCHEDULE		
POSITION TITLE	FY23	FY24
FIRE CHIEF	0.50	0.50
FIRE MARSHAL/DEPUTY CHIEF	0.50	0.50
FIRE CAPTAIN	1.50	1.50
FIREFIGHTER-PARAMEDIC	4.50	4.50
FIREFIGHTER-EMT-P	0.50	0.50
DRIVER/ENGINEER	1.50	1.50
SENIOR ADMINISTRATIVE ASSISTANT	0.50	0.50
PART TIME FF	6.00	6.00
TOTAL FTEs	15.50	15.50

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Fire	FY 2021 ACTUAL	FY 2022 AMENDED	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2023 ESTIMATE	FY 2024 ADOPTED	FY 2025 PROJECTED	FY 2026 PROJECTED
Personnel								
Salaries	\$ 697,489	\$ 728,028	\$ 693,010	\$ 745,734	\$ 867,427	\$ 950,494	\$ 969,503	\$ 988,893
Part-Time	49,275	50,078	37,954	50,000	29,779	50,000	51,000	52,020
Merits	-	13,550	-	35,337	-	-	-	-
Overtime	115,592	84,405	128,564	83,580	142,736	40,303	41,109	41,931
Longevity	7,343	7,254	7,574	7,607	6,916	7,441	7,590	7,742
Annual Stipend	1,875	-	-	-	-	-	-	-
Certification	10,176	11,438	8,277	10,838	10,546	11,250	11,475	11,705
Cell Phone Stipend	-	1,800	1,082	900	1,430	1,350	1,350	1,350
Retirement	113,794	110,223	109,271	115,753	136,667	130,884	133,502	136,172
Medical Insurance	76,715	74,102	64,881	91,140	80,337	82,322	83,968	85,648
Dental Insurance	5,559	5,581	3,959	6,544	3,728	8,808	8,984	9,164
Vision Insurance	513	539	498	631	592	1,980	2,020	2,060
Life Insurance & Others	4,633	5,635	3,195	5,638	4,096	3,921	3,999	4,079
Social Security Taxes	52,773	52,084	51,451	53,339	38,956	61,194	62,418	63,666
Medicare Taxes	12,338	12,182	12,057	12,474	9,874	14,311	14,598	14,890
Unemployment Taxes	4,993	2,394	207	2,520	123	2,520	2,570	2,622
Workers' Compensation	17,868	17,816	20,249	19,810	19,810	58,584	59,756	60,951
Pre-Employment Physicals/Testing	4,078	5,960	4,342	-	5,785	-	-	-
Tuition Reimbursement	5,074	8,290	4,043	-	2,646	7,000	7,140	7,283
Total Personnel	\$ 1,180,087	\$ 1,191,359	\$ 1,150,614	\$ 1,241,845	\$ 1,361,448	\$ 1,432,360	\$ 1,460,981	\$ 1,490,173
Services/Supplies								
Professional Outside Services	\$ 1,567	\$ 1,750	\$ 40,504	\$ 1,750	\$ 1,750	\$ 1,750	\$ 1,785	\$ 1,821
Physicals/Testing	-	-	-	-	-	7,000	7,000	7,000
Software & Support	12,354	17,164	14,564	17,164	18,496	11,085	11,307	11,533
Tax Administration	1,521	1,605	1,542	1,600	1,579	1,600	1,632	1,665
Advertising	-	1,500	-	1,000	-	200	204	208
Printing	280	500	266	300	249	1,100	1,122	1,144
Schools & Training	9,478	19,900	11,449	19,900	19,900	19,900	20,298	20,704
Electricity	5,530	8,400	5,853	8,400	9,094	8,400	8,568	8,739
Water	3,734	4,000	3,318	4,000	4,489	4,000	4,080	4,162
Communications/Pagers/Mobiles	14,692	16,691	18,816	16,691	18,389	16,691	17,025	17,365
Building Maintenance	25,176	43,261	55,628	22,200	42,512	37,200	37,944	38,703
Vehicle Maintenance	17,136	40,800	24,128	40,800	41,311	49,029	50,010	51,010
Equipment Maintenance	10,241	18,715	11,155	18,715	19,063	18,715	19,089	19,471
Emergency Management	1,000	1,000	-	1,000	1,000	1,000	1,020	1,040
Dispatch - Denton County	3,946	4,020	4,021	5,061	5,061	5,622	5,734	5,849
Dues & Membership	20,417	20,337	19,154	20,337	20,337	27,242	27,787	28,343
Flags & Repairs	215	-	-	-	-	-	-	-
Travel & Per Diem	8,236	14,510	17,410	14,510	14,924	14,510	14,800	15,096
Office Supplies	327	500	267	500	535	500	510	520
Printer Supplies	1,007	1,400	1,371	1,600	1,877	2,600	2,652	2,705
Postage	73	100	65	100	112	100	102	104
Publications/Books/Subscriptions	297	350	-	350	350	350	357	364
Fuel	8,997	12,215	12,141	12,225	12,879	12,225	12,470	12,719
Uniforms	7,850	9,645	9,129	9,645	10,847	9,645	9,838	10,035
Safety Equipment/Protective Clothing	8,970	27,700	16,026	40,000	40,057	40,000	40,800	41,616
Disposable Supplies	-	-	46	-	35	-	-	-

TOWN OF TROPHY CLUB, TEXAS
Annual Program of Services

Fire	FY 2021 ACTUAL	FY 2022 AMENDED	FY 2022 ACTUAL	FY 2023 AMENDED BUDGET	FY 2023 ESTIMATE	FY 2024 ADOPTED	FY 2025 PROJECTED	FY 2026 PROJECTED
Small Equipment	161	4,950	4,705	9,542	11,148	4,950	5,049	5,150
Hardware	1,106	4,458	2,504	4,458	4,458	4,458	4,547	4,638
Maintenance Supplies	375	1,500	1,648	1,500	1,772	1,500	1,530	1,561
Miscellaneous Expense	3,562	4,000	3,954	4,000	4,100	4,000	4,080	4,162
Programs & Special Projects	9,649	16,931	16,402	16,931	18,538	16,931	17,270	17,615
Total Services/Supplies	\$ 177,895	\$ 297,902	\$ 296,067	\$ 294,279	\$ 324,860	\$ 322,303	\$ 328,609	\$ 335,042
Capital								
Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Replacement	-	-	-	-	-	6,500	-	-
Capital Expenses (Will come from	-	-	-	-	-	-	-	-
Total Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500	\$ -	\$ -
Total Expenditures	\$ 1,357,983	\$ 1,489,261	\$ 1,446,681	\$ 1,536,124	\$ 1,686,308	\$ 1,761,163	\$ 1,789,590	\$ 1,825,215

PERSONNEL SCHEDULE		
POSITION TITLE	FY23	FY24
FIRE CHIEF	0.50	0.50
FIRE MARSHAL/DEPUTY CHIEF	0.50	0.50
FIRE CAPTAIN	1.50	1.50
FIREFIGHTER-PARAMEDIC	4.50	4.50
FIREFIGHTER-EMT-P	0.50	0.50
DRIVER/ENGINEER	1.50	1.50
SENIOR ADMINISTRATIVE ASSISTANT	0.50	0.50
PART TIME FF	6.00	6.00
TOTAL FTEs	15.50	15.50



TOWN COUNCIL COMMUNICATION

MEETING DATE: May 28, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider approval of the 2024 Strategic Plan Outline. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The Town's strategic planning process commenced in January 2024. During the Council Retreat, the Council advised the Town Manager and Executive staff to draft a strategic plan to guide community discussions. In March, the executive team developed seven focus areas and nineteen objectives for the Town's 5 to 20-year plan.

To maximize community engagement, the Town Manager produced a short video promoting two feedback options: a community survey and five community focus group sessions. In April, a survey was launched to gather residents' feedback on prioritizing the focus areas and objectives. Shortly after, more in-depth discussions were held with boards and commissions, residents, the Municipal Utility District, and the school district. The survey received an excellent response, with 127 participants. The five focus groups included 22 board and commission members, 2 school district principals, 3 MUD Directors, and 21 residents, totaling 48 participants.

Analyzing the data from the survey and focus groups provided valuable insights that helped refine the focus areas, better understand community preferences, and shape the objectives for Fiscal year 2024-2025. Based on feedback from the community, the following items were changed in the new Strategic Plan Outline that is attached to this report.

1. The number of focus areas was reduced from seven to five. The two focus areas eliminated from the list were "Delivering Service with Excellence" and "Sharing our Authentic Story." Based on community feedback, these focus areas did not resonate well with residents' perspectives of what major focus areas should be planned for and reported to the community to drive future success in Trophy Club. Feedback also indicated that these were areas to be planned for and addressed by Town management without additional need for larger community support.
2. The focus area definitions were modified to improve intended focus and to minimize confusion. For example, in the focus area of "Prioritize Public Safety," residents felt that safeguarding lives should be more prominent in the definition when compared to protecting property. Additionally, since "innovative and proactive measures" was seen as vague, that wording was removed.

3. In the focus area of "Strengthen Infrastructure," several residents noted the absence of better coordinated utility work by franchise partners. The focus area has been updated to reflect this purpose, in addition to an objective created to capture this element.
4. In the focus area of "Upholding Housing Standards," a new objective was listed to improve aging in place options for residents. This idea was introduced multiple times in the focus groups.
5. In the focus area of "Promote Quality of Life," an additional objective was added to capture beautifying community spaces and medians as this topic was introduced multiple times in focus groups and in survey results.

Following Council approval of the Strategic Plan Outline, the Town Council and staff will develop initiatives for each of the 18 objectives listed in the outline. Initiatives are expected to be developed during a two-day retreat on June 6 and June 7 followed by work plan goals that will be developed through the end of September.

BOARD REVIEW/CITIZEN FEEDBACK: Citizen feedback in the Strategic Plan process has been robust. Staff conducted an online survey that received 127 participants. Five focus groups included 22 board and commission members, 2 school district principals, 3 MUD Directors, and 21 residents, totaling 48 participants. Their feedback has been incorporated into the attached Strategic Plan Outline.

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Strategic Plan Outline

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the 2024 Strategic Plan Outline.



TOWN OF TROPHY CLUB ORGANIZATION STRATEGY

A Great Place to Call Home

PRIORITIZE PUBLIC SAFETY



Safeguard lives and protect property by actively engaging with the community.

OBJECTIVES:

- Enhance community policing and public safety engagement.
- Strengthen emergency management preparedness and education.
- Create strategies to address safety needs.
- Enhance transparency, accountability, and engagement through communication channels.

PROMOTE QUALITY OF LIFE



Cultivate vibrant spaces and inclusive amenities to foster a thriving community.

OBJECTIVES:

- Create a comprehensive, master plan for Trophy Club's public parks and recreational programs and spaces with funding strategies.
- Expand multi-generational and ability-focused initiatives.
- Beautify community areas and medians through sustainable plantings, tree upkeep, and design elements.

STRENGTHEN INFRASTRUCTURE



Strengthen infrastructure with proactive maintenance, improved connectivity, and utility coordination.

OBJECTIVES:

- Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Create a comprehensive transportation network that includes options for walking, biking, and golf carts.
- Partner with the TC MUD No. 1 and the NISD to coordinate capital projects.
- Coordinate utility improvements.

UPHOLD HOUSING STANDARDS



Enhance neighborhood desirability and uphold housing standards through partnerships and enforcement.

OBJECTIVES:

- Enhance neighborhoods with targeted rental management.
- Improve neighborhood attractiveness through beautification initiatives.
- Create innovative redevelopment strategies.
- Improve aging in place options for residents.

SUPPORT BUSINESS



Create a thriving business environment through partnerships to support business enterprises.

OBJECTIVES:

- Strengthen Trophy Club's business aesthetics and cohesion.
- Develop successful business areas fostering a unique sense of place.
- Boost Trophy Club's brand visibility through strategic marketing efforts.

VISION: Trophy Club will be a connected and vibrant town that provides an engaged and active community experience.

MISSION: The Town of Trophy Club focuses on enriching the lives of our residents, businesses, visitors, and organizations by leading in exceptional services that cultivate a thriving community.