



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

June 24, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion of legal concerns regarding regulating short-term rental properties. (Dean Roggia, Town Attorney and 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

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. Trophy Club Stars and Stripes
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 Town Council meeting minutes for the May 28, 2024, regular meeting; June 6 and 7, 2024, Town Council retreat; and the June 10, 2024, regular meeting. (Tammy Dixon, Town Secretary)
- 5. Consider a developer's agreement between the Town of Trophy Club and Beldonia Town Homes, LLC for the Beldonia Townhomes and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Director of Community Development)

PUBLIC HEARINGS

6. Case PD-AMD-24-002 PD-30 Amendment Multi-tenant Monument

Conduct a public hearing and consider an ordinance amending Planned Development District (PD-30) to allow a multi-tenant monument sign with CEVMS display located at 2200-2300 SH 114 on Lot 2, Block A, of the Trophy Club Town Center Addition, of the C. Medlin Survey, Abstract No. 823, Denton County, Texas. (Matt Cox, Director of Community Development)

INDIVIDUAL ITEMS

- 7. Consider a resolution casting the Town of Trophy Club's vote appointing a candidate to the Denco Area 9-1-1 District Board of Managers. (Tammy Dixon, Town Secretary)
- 8. Consider authorizing the Town Manager to pay Oncor Electric Delivery Company, LLC \$43,215.12 for services rendered to lower a main power line required by the Indian Creek/Fair Green Storm Drainage Project. (Matt Cox, Director of Community Development)
- 9. Consider rescinding the previous Town Council motion on November 13, 2023 expanding the community pool amenities through Phase 2 of the Community Pool Project and authorizing the Town Manager to negotiate and execute a professional services agreement with Parkhill for public engagement, the development of pool amenity options, schematic design, and construction cost analysis services in the amount of \$101,759. (Chase Ellis, Director of Parks and Recreation)

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: June 19, 2024, at 3:15 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.

DRAFTING SHORT-TERM RENTAL REGULATIONS

FINDING AN ENFORCEABLE AND DEFENSIBLE PATH FORWARD

RACHEL RAGGIO, ASSOCIATE ATTORNEY
TAYLOR, OLSON, ADKINS, SRALLA, & ELAM L.L.P.



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TOPICS OF DISCUSSION

- Regulatory Overview
 - Constitutional Issues
- Drafting, Adoption, & Implementation
 - Threshold Questions
 - Work Sessions
 - Public hearings
 - Initial stages of implementation
- Case Studies



REGULATORY OVERVIEW

CONSIDERATIONS TO KEEP IN MIND WHEN DRAFTING STR REGULATIONS



CONSTITUTIONAL ISSUES

- Brief overview of potential constitutional causes of action
- Takings Claims
 - *Short Term Rental All. of San Diego v. City of San Diego*, No. 22-CV-1831-LBGS, 2023 WL 3964059 (S.D. Cal. June 12, 2023)
- Dormant Commerce Clause
 - *Hignell-Stark v. City of New Orleans*, 46 F.4th 317 (5th Cir. 2022)
 - Followed by *Anding v. City of Austin*, No. 1:22-CV-01039-DAE, 2023 WL 4921530 (W.D. Tex. Aug. 1, 2023)
- Due Process
 - *Moskovic v. City of New Buffalo*, No. 1:21-CV-144, 2022 WL 16548948 (W.D. Mich. Oct. 31, 2022)
 - *United Property Owners Ass'n v. Belmar*, 447 A.2d 933 (Super. Ct. App. Div. 1982) – dated, but has appeared in plaintiff-side filings for short-term rental cases
- Equal Protection
 - *Paschal v. City & Cnty. of San Francisco*, No. 22-CV-03604-WHO, 2023 WL 1927738 (N.D. Cal. Feb. 10, 2023)
- Fundamental Rights
 - *City of Grapevine v. Muns*, 651 S.W.3d 317 (Tex. App.- Fort Worth 2021)
 - *Moskovic*, 2022 WL 16548948.



DRAFTING, ADOPTION, AND IMPLEMENTATION

DEVELOPING DEFENSIBLE STR ORDINANCES



THRESHOLD QUESTIONS

- Identify the current status of short-term rentals in the city.
- Any pre-existing STR regulations requiring amendment?
- Any record of STR-related complaints?
 - What types of complaints?
 - Who complains? STR occupants, long-term residential neighbors?

THRESHOLD QUESTIONS

- What are the governing body's goals?
 - Limit or reduce STRs?
 - Address nuisance-type issues?
 - Life safety for STR occupants?
 - Repair an existing ordinance?
- Zoning regulations vs. traditional permitting & enforcement

WORK SESSIONS

- Consider: appointing a task force
 - Are STRs a particularly hot political topic?
 - Stakeholders: STR owners, residents, Council, tourism board
- Staff work sessions
 - Representatives from departments involved
 - Police, fire, code, finance, planning/development, legal
 - Stress the importance of gathering data
- Preliminary Council/Planning & Zoning work sessions

CREATING A RECORD

- Courts look more favorably upon regulations that have a strong basis in public record
 - Complaints
 - STR data
 - Police/Code Enforcement calls
 - Municipal Court
- Encourage staff to create a record in support of the regulations
- What kind of record will you need if an STR owner brings a lawsuit?

DRAFTING

- Return to your threshold questions
- Consider results of work sessions
- Draft to address problem areas
 - STR density
 - Parking
 - Inspections/life safety
 - Nuisance-type violations
 - Permit transfers
 - Due process

DRAFTING

- Zoning ordinance or general code of ordinances?
- Safety valves to protect against threats of litigation
 - Special exception to the Zoning Ordinance
 - How to handle nonconforming uses?
- Identify appropriate appeal structures for permit revocation, suspension, or denial
 - Who is the initial decisionmaker? (ex. planning director, city manager)
 - Who reviews their decision? (ex. city manager, City Council)
 - Set parameters for any appeal

WORK SESSIONS (ROUND 2)

- Helpful once an ordinance draft exists
- Public Meetings
 - Planning & zoning bodies
 - City Council
- Continued staff meetings
 - Focus on feasibility of implementation and enforcement
 - Consider software compatibility
- More public input creates a better record

ADOPTION

- Public hearings
 - Still creating a record
- Deliberations
 - Encourage governing body to discuss broader areas of concern related to STR operations
 - Affordable housing
 - Preservation of neighborhood character
 - Rights of non-STR property owners

IMPLEMENTATION

- Effective date – does staff need time to prepare?
- Consider software needs – check in with staff on capabilities
- Assist with permit forms, form letters for notices of violation, etc.
 - Does everything match up with the ordinance?
- Do any boards/commissions need training on STR-specific issues?
 - Zoning boards of adjustment if implementing mechanism like special exception

ENFORCEMENT

- Remind staff: not every rental issue is an STR issue
- Work closely with Code Enforcement and municipal court staff
 - Assist prosecutors with complaint language
 - Assist with development of internal policies for issuance of citations



CASE STUDIES

EXAMPLES FROM EXPERIENCE



I. THE BLANK SLATE: EULESS, TX

- No pre-existing short-term rental ordinance
- Proximity to Dallas-Fort Worth International Airport, entertainment hotspots → growing number of STRs
- Desire to “get ahead of the curve”
 - Some existing STR operations
 - Receiving increasing numbers of complaints from residents
 - But no serious issues (yet)

I. THE BLANK SLATE: EULESS, TX

- Preliminary phase: multiple Council work sessions
 - Explain legal landscape + pitfalls
 - Identified particular concerns: parking and STR density
- Drafting phase
 - Identify practical consideration (ex. consider neighborhood structures when drafting density provisions)
 - Consider feasibility of enforcement
- Adoption phase
 - Planning & Zoning Commission work session
 - Followed by public hearings at P&Z and Council

I. THE BLANK SLATE: EULESS, TX

Sample density limitation & “safety valve”

- “Short term rentals shall be limited to no more than one-eighth (12.5 percent) of the total number of residential units on the block or in a multi-unit building. Notwithstanding the foregoing, at least one short-term rental shall be permitted per block or multi-unit building, regardless of density.”
- “In order to obtain a permit for a short-term rental that would exceed the density limitation of this section, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 84-27 of the code. The board may consider factors such as the following:
 - Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - Whether such operation is likely to disrupt adjacent owners’ right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and
 - Whether other short-term rentals in excess of the density limitation are already operating on that block.”

I. THE BLANK SLATE: EULESS, TX

Sample parking regulation

- “Parking restrictions. Parking is restricted to the number of off-street parking spaces associated with the residential structure, either in the driveway and garage or by location or number assigned to a specific unit, and to on-street parking immediately adjacent to the property’s front lot line. It shall otherwise be unlawful for an occupant or invitee of an occupant to park a motor vehicle on a residential street near or across the street from a short-term rental. Additionally, it shall be unlawful for an occupant to park a motor vehicle on an unimproved surface, or for an owner and/or operator to permit such parking. All motor vehicles are further subject to the parking requirements of Chapter 82, Article IV of the code.
- So...how do we enforce this?

2. THE MIDDLE GROUND: BOERNE, TX

- Pre-existing short-term rental ordinance with minimal regulation (intended to be temporary)
- Proximity to major metro; gateway to the Texas Hill Country
 - Some tourism, but primarily a mid-size residential community
- Particular concerns?
 - Limiting future STR density
 - Restricting STRs to certain areas
 - Providing adequate parking

2. THE MIDDLE GROUND: BOERNE, TX

- Process was more staff-driven
- Several Council work sessions & executive sessions
- Coordinated with staff to identify inefficiencies of prior ordinance – no meaningful regulation of parking, no density regulation, no appeal provisions
- Planning staff generated data and maps with different approaches to density limitations (percentage-driven, separation distance)

2. THE MIDDLE GROUND: BOERNE, TX

Sample density limitation & “safety valve”: a different approach

- Location criteria and lot limitation.
 - Residential zoning districts. In areas zoned for residential use, no short-term rental shall operate within 200 feet of another short-term rental on the same block face, measured property line to property line. Only one short-term rental may operate on any lot, property or parcel in an area zoned for residential use.
 - Overlay districts. Short-term rentals may operate on properties zoned for commercial use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District with no separation requirements. Short-term rentals may operate on properties zoned for residential use within the Historic Overlay District, Downtown Overlay District, and River Road Overlay District, subject to the separation requirement identified [for residential zoning districts].
 - All other commercial zoning districts. Short-term rentals shall not operate in areas zoned for commercial use except to the extent permitted by [an overlay district].

2. THE MIDDLE GROUND: BOERNE, TX

Sample density limitation & “safety valve”: a different approach

- *Special exception available.* In order to obtain a permit for a short-term rental that would otherwise violate the minimum separation distance and lot limitation described herein, a property owner may apply to the zoning board of adjustment for a special exception in accordance with section 1.12(C) of the city’s unified development code. The board may consider factors such as the following:
 - Whether operation as a short-term rental in excess of the density limitation will not adversely impact the residential quality of the neighborhood in which the property is located;
 - Whether such operation is likely to disrupt adjacent owners’ right to the quiet enjoyment of their property (for example, by considering whether lot sizes are small enough that noise is likely to affect neighboring property owners);
 - Whether such operation will substantially impact nearby streets, including whether the property provides only limited off-street parking;
 - Whether the applicant seeks to operate an entire residence as a short-term rental or whether the short-term rental use is limited to a portion of the residence;
 - Whether the applicant occupies the premises as their primary residence or uses it as an investment property; and
 - Whether other short-term rentals in excess of the minimum separation distance are already operating on that block.

2. THE MIDDLE GROUND: BOERNE, TX

Sample parking regulation

- *Parking.* A minimum of one parking space per bedroom rented shall be provided on site. On-street parking may be counted toward the required parking spaces as long as it abuts the property, is a minimum of 25 feet in length per space and provides adequate clear space for a mailbox and trash receptacle. It shall be unlawful for an owner, operator, or occupant of a short-term rental to otherwise violate the city's ordinance governing stopping, standing and parking.
- Key: consider typical features of neighborhoods in the city

2. THE MIDDLE GROUND: BOERNE, TX

Sample appeal provision

- (a) The revocation of a permit or the director's denial of an application for a permit to operate a short-term rental may be appealed to the city manager in accordance with the provisions of this section.
- (b) An appeal filed under this section must be filed with the director no later than the 20th day following the date on which the permit was revoked or denied. The appeal must be sworn and must identify each alleged point of error, facts and evidence supporting the appeal, and reasons why the action of the director should be modified or reversed.
- (c) The city manager or a designee shall, not later than the 10th day after the date the notice of appeal is filed, hear the appeal, and may affirm, modify or reverse a permit revocation or application denial.
- (d) The city manager or designee shall give written notice of a decision on an appeal to the appellant.
- (e) An appellant who seeks judicial review of the city manager's review on appeal must file a petition with a court of competent jurisdiction not later than the 30th day after receipt of the notice of the decision.

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

- Two iterations of STR ordinances (adopted 2018 and 2022)
 - New ordinance likely to be adopted November 7
- Significant tourism: wineries, breweries, cultural attractions, well-preserved historic district
 - Overall lodging receipts, 2022: approx. \$123 million
 - Short-term rental lodging receipts, 2022: approx. \$87.5 million (71%)

(Fredericksburg Convention & Visitor Bureau 2022 Annual Report, <https://www.visitfredericksburgtx.com/partners/cvb-annual-report/>)

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

- “Dark side” of STR operations
- Significant numbers of housing stock in some single-family residential districts converted to non-owner-occupied STR use
 - Party houses, traffic, transient neighbors
- 2018 ordinance: minimal regulation
- 2022 ordinance: aggressive regulation with no “safety valve,” unclear or inadequate appeal procedures
- Numerous threats of litigation following adoption of 2022 ordinance

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

STR Parcel vs STR Unit Data

Zoning District	2023 Total Properties	2021 STR Properties	2022 STR Properties	2023 STR Properties	2021 STR % of Properties	2022 STR % of Properties	2023 STR % of Properties	2021 Total of STR Units	2022 Total of STR Units	2023 Total of STR Units
R1	3834	231	606	521	6.22%	16.8%	13.6%	338	618	523
R2	814	115	287	234	14.19%	35.4%	28.7%	226	338	323
R3	68	2	3	4	2.90%	4.4%	5.8%	10	8	7
RESIDENTIAL TOTALS	4716	348	896	759	7.58%	19.52%	16.1%	574	964	853
C1	330	14	72	49	4.24%	21.8%	14.8%	34	74	82
C2	402	18	33	21	4.50%	8.25%	5.2%	70	45	36
CBD	330	34	56	43	10.36%	17%	13%	80	108	85
COMMERCIAL TOTALS	1062	66	161	113	6.20%	15.22%	10.6%	184	227	203

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

- Nov. 9, 2022: Mayor appointed a task force with participants from STR Alliance, Neighborhood Coalition, and real estate industry
- March 7, 2023: STR Task Force recommendations presented to Council
- Multiple staff & Council work sessions
- September 7, 2023: STR Ordinance Amendment to Planning & Zoning
- October 3, 2023: STR Ordinance Amendment to City Council (1st reading)
- October 17, 2023: STR Ordinance Amendment to City Council (2nd reading)
- November 7, 2023: STR Ordinance to City Council for final adoption

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

Two-Pronged Approach to Drafting

Fixing the Past

- Identifying the primary issues
 - Restrictions on permit transfers
 - Prohibition in one zoning district (R-I)
 - Automatic revocations/suspensions
 - Repeat offenders not adequately addressed
- Neutralizing litigation threats

Improving the Future

- Creating a more enforceable, *more defensible* ordinance
 - Improved appeal provisions
 - Improved treatment of nonconforming uses
 - Improved procedural due process
 - Improved enforcement procedures

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

Particular Provisions at a Glance

Original	Proposed
Permit transfers precluded following expiration of 10 days after ownership transfer	Permit transfers allowed, but new application + fee required. Permit transfer for nonconforming properties allowed for 90 days after ownership transfer
Prohibition on new STR-unoccupied in R-1 zoning district; conditional use permit available	Prohibition on new STR-unoccupied in R-1 and R-2 zoning districts; special exception available for stranded properties
Permit automatically barred for one year if caught operating without a permit; discretionary suspension or revocation upon conviction of any STR ordinance violation; concerns of arbitrariness and unreasonableness as-applied	Permit referred to City Council for review upon accumulation of multiple violations; Council may suspend permit for no more than 90 days (or no more than 180 days upon second referral to Council within 2-yr period); specific guidelines for Council's consideration
Complicated, inefficient enforcement for staff	Still complicated, but specific, tiered enforcement structure to target repeat offenders

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

Sample provision: referral for suspension

- “Violations of this article shall be classified as follows:
 - Minor violations shall include any violations of section 20-222 not presenting a threat to health and safety or otherwise enumerated in subsection 20-224(b)(1)(b).
 - Major violations shall include violations related to health and safety, occupancy, noise, a failure to update application information, an unresponsive 24-hour contact, non-remittance of hotel occupancy tax, unlawful advertisements, and operations without a permit. Three (3) citations for minor violations within a twelve (12) month period shall constitute one major violation.
- If the director finds that the owner, operator, or any occupant of a short-term rental accumulates three (3) major violations within a 12-month period, the director shall refer the short-term rental permit to city council for review. Upon consideration of evidence presented by staff, city council may suspend the permit for up to ninety (90) days.
- If a permit is referred to city council for review more than two (2) times within a 24-month period and the property ownership has not changed, city council may revoke the permit or suspend the permit for a period between ninety (90) and one hundred eighty (180) days, based on factors including (1) the frequency and severity of any repeated violations; (2) whether a violation was committed intentionally or knowingly; and (3) any other information that demonstrates the degree to which the owner or occupant has endangered public health, safety, or welfare.”

3. THE TOURISM HOTSPOT: FREDERICKSBURG, TX

- What about all those threats of litigation?
 - Treating each as an “appeal to the City Manager” of a permit decision under the current ordinance
 - Each appeal to be decided after effective date of the new ordinance
 - Will apply new due process mechanisms

SOME FINAL THOUGHTS

- Expect this to be a long process
- Expect a lot of public input & threats of litigation
- Expect your governing body to push for a more aggressive approach
- Remember to create a record to support the regulations
- Coordinate closely with staff – more closely than may be typical

QUESTIONS?

RACHEL RAGGIO

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ARTICLE 3.11 SINGLE-FAMILY RESIDENCE LICENSING

§ 3.11.001. Definitions.

For the purpose of this article, the following words and phrases have the meanings respectively ascribed to them by this section:

Bedroom. A room used or intended to be used for sleeping purposes and not as a kitchen, bathroom, living room, closet, hallway, utility space, entryway, garage, patio or breezeway.

Building inspector. The chief building official of the town or his designated representative.

Dwelling unit. A structure, or that part of a structure, which may be used as a home, residence or sleeping place by one or more persons maintaining a common household to the exclusion of all others.

Family. Any number of individuals living together as a single housekeeping unit, in which not more than three (3) individuals are unrelated by blood, marriage or adoption. Foster children, for the purpose of this definition, shall be considered as being related to their foster parent or parents.

Landlord. Any owner, resident or nonresident, who leases or rents his single-family residence to another.

Lease or rent. Any agreement which gives rise to a relationship of landlord and tenant.

Nonresident owner. Any person who does not live, stay or dwell in a single-family residence which he/she owns.

Owner. A person claiming, or in whom is vested, the ownership, dominion or title of real property, including but not limited to:

- (1) A holder of fee simple title;
- (2) A holder of a life estate;
- (3) A holder of a leasehold estate for an initial term of five years or more;
- (4) The buyer in a contract for deed;
- (5) A mortgagee, receiver, executor or trustee in control of real property;

but not including the holder of a leasehold estate or tenancy for an initial term of less than five years.

Person. Includes an individual, corporation, business trust, estate, trust, partnership or association, two or more persons having a joint or common interest, or any other legal or community entity.

Premises. A lot, plot or parcel of land, including any structure thereon, and furthermore including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area or facility the use of which is promised to the tenant.

Property manager. A person who for compensation has managing control of a single-family

residence for a nonresident owner.

Resident manager. A property manager or agent of a property manager who resides in the single-family residence.

Resident owner. Any person who lives, stays or dwells in a single-family residence which he/she owns.

Single-family residence. A single-family residence as referred to in this article shall include:

- (1) One-family dwelling (detached). A dwelling designed and constructed for occupancy by one family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one family.
- (2) One-family dwelling (attached). A dwelling which is joined to another dwelling at one or more sides by a party wall or abutting separate wall which is designed for occupancy by one family and is located on a platted separate lot, delineated by front, side and rear lot lines.
- (3) Two-family dwelling. A single structure designed and constructed with two dwelling units under a single roof for occupancy by two families, one in each unit.
- (4) Condominium. The separate ownership of single dwelling units in a multiple-unit structure or structures with common elements.

Single-family residence license. The license issued by the building inspector pursuant to this article and referred to as the “license” in this article.

Single location. Property held in common ownership that is compact and contiguous property separated only by public streets.

Tenant. Any person who occupies a dwelling unit for living or dwelling purposes with the landlord’s consent.

(Ordinance 86-07, sec. II, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.01)

§ 3.11.002. Penalty.

Any person willfully violating any of the provisions of this article shall be subject to a fine, upon conviction in the municipal court, of not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and each and every day that the prohibited condition remains and restoration, if required, not accomplished, shall constitute a separate offense. Those fines shall be in addition to and cumulative of the provisions for the abatement of a nuisance and the obtaining of injunctive relief.

(Ordinance 86-07, sec. X, adopted 2/10/86 ; Ordinance 98-28, sec. 7, adopted 10/20/98 ; 2006 Code, ch. 3, sec. 14.09)

§ 3.11.003. License required.

- (a) It shall be unlawful for any nonresident owner to lease or rent a single-family residence in the town without a current and valid license having been issued for said single-family residence. Any nonresident owner leasing or renting a single-family residence at more than one location shall obtain a license for each separate location.

§ 3.11.003

§ 3.11.006

- (b) A nonresident owner, or the nonresident owner's authorized agent, of a single-family residence shall file with the building inspector any and all trade names under which he operates with respect to the leasing or renting of each single-family residence.

(Ordinance 86-07, sec. III, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.02)

§ 3.11.004. Application for license; expiration; change of ownership or management.

- (a) An applicant for a license shall file with the building inspector a written application upon a form provided for that purpose, which shall be signed by the nonresident owner, or his agent, or the property manager or resident manager if there be such. Should an applicant own more than one single-family residence which he leases or rents, a separate application shall be filed for each location. The following information shall be required in the application:

- (1) Name, address, and telephone number of nonresident owner, property manager, resident manager, and mortgagee (if there is a mortgage against the property);
- (2) Trade name of the nonresident owner, and names and addresses of all registered agents in case the parties above named are corporations;
- (3) Zoning categories;
- (4) Number of bedrooms;
- (5) Acknowledgment of receipt of a copy of the single-family residence licensing ordinance and agreement to abide by same as a condition to receiving and maintaining a license.

- (b) Nonresident owners currently leasing or renting a single-family residence shall apply for a license within 60 days of the effective date of this article.

- (c) All licenses shall expire twelve (12) months from the date of issuance of the license.

- (d) The building inspector may, at any time, require additional relevant information of the nonresident owner or property manager to clarify items on the application.

- (e) Upon a change in ownership of the single-family residence, a new license shall be obtained within thirty (30) days of the change and a new annual period shall begin upon the issuance of the license. The nonresident owner shall notify the town within thirty (30) days of the change of ownership. The nonresident owner shall also notify the town of a change of property manager or resident manager within thirty (30) days of the date of such change.

(Ordinance 86-07, sec. IV, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.03)

§ 3.11.005. License fee.

The annual fee for a license, including any reinstatement license renewal under section 3.11.008(e), is as set forth in the fee schedule in appendix A of this code.

(Ordinance 86-07, sec. V, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.04)

§ 3.11.006. Display of license; replacement license; transfer.

- (a) A copy of each license issued pursuant to this article for a single-family residence shall be given by the landlord to each head of household tenant to be maintained at all times at the single-family residence for which such license is issued. The copy shall have the word "Copy" stamped across its face.
- (b) A replacement license may be issued for one lost, destroyed or mutilated upon application on the form provided by the building inspector. A replacement license shall have the word "Replacement" stamped across its face and shall bear the same number as the one it replaces.
- (c) A single-family residence license is neither assignable nor transferable.
- (d) The form of the license shall be prepared by the building inspector.
(Ordinance 86-07, sec. VI, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.05; Ordinance adopting Code)

§ 3.11.007. Licensing standards.

- (a) Continued maintenance and observance of the standards contained in this section are conditions that shall be complied with in order to retain a license and to obtain any renewal of a license.
- (b) It shall be unlawful for any person to permit or allow more than one (1) family to reside in any single-family residence dwelling unit.
- (c) All town building, electrical, plumbing, health, zoning and other applicable codes, including the minimum housing code, shall be complied with at all times.
- (d) The licensee shall keep current records that reflect the following information:
 - (1) Number of all tenants occupying each unit;
 - (2) Head of household.

Said records shall be available for review by the building inspector of the town or his designated representative during regular working hours and upon receipt of reasonable notice.

- (e) It shall be unlawful and a violation of this article for an owner, property manager or resident manager to knowingly permit or allow a violation of any of the terms of this section. It shall be unlawful for a tenant to violate any of the terms of this section or to permit or allow any persons to reside in the unit in violation of this section.
- (f) The requirements of subsection (b) of this section shall not be applicable to a family residing in a dwelling unit on the effective date of this article nor during the time said family continues to reside in the same dwelling unit. This exception does not apply to, permit or allow any additional unrelated parties to reside in said occupied dwelling unit.
(Ordinance 86-07, sec. VII, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.06)

§ 3.11.008. Inspections; cancellation of license.

- (a) Inspections generally. The nonresident owner, property manager and resident manager, as a condition to the issuance of the license required by this article, shall consent and agree to permit and allow the town's building inspector to make the following inspections of the single-family residence when and as needed to ensure compliance with this article:
- (1) Right and access to inspect all portions of the premises and structures located on the premises that are not dwelling units. This includes all storage areas, community buildings, swimming pools, athletic facilities, club rooms, equipment rooms and all other portions of the facilities not constructed as dwelling units, upon reasonable advance notice being given to the nonresident owner, property [manager] or resident manager.
 - (2) Right and access to inspect all unoccupied dwelling units upon giving reasonable notice to the nonresident owner, resident or property manager.
 - (3) Right and access to inspect all occupied dwelling units when, upon receipt of reliable information, the building inspector has reason to believe that violations of the Code of Ordinances of the town or state law exist that involve serious threats to life, safety, health and property.
 - (4) Annually, the nonresident owner, resident manager or property manager shall make all dwelling units in the single-family residence available for inspection by the building inspector. The building inspector and the nonresident owner, resident manager and property manager shall agree on a reasonable date and time for each annual inspection. In the event the parties cannot agree on an inspection time, said annual inspection shall occur within fourteen (14) days of the anniversary date of the application for the license.
- (b) Inspection of occupied units. The building inspector, or his agent, may enforce the provisions of this article, upon presentation of proper identification to the occupant in charge of any unit, and may enter, with the occupant's permission, any unit between the hours of 8:00 a.m. and 5:00 p.m.; provided, however, that in cases of emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life or severe property damage, the building inspector may enter the aforementioned dwellings at any time and the requirement for presentation of identification and the occupant's permission shall not apply. Whenever the building inspector is denied admission to inspect any premises under this provision, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection. In applying for such a warrant, the building inspector shall submit to the magistrate an affidavit setting forth his belief that a violation of this article exists with respect to the place and the name of the person believed to be the occupant thereof. If the magistrate finds that probable cause exists for an inspection of the premises in question, he may issue a warrant authorizing the inspection, such warrant describing the premises with sufficient certainty to identify the same. Any warrants issued will constitute authority for the building inspector to enter upon and inspect the premises described herein.

- (c) Reinspection fee. In the event any of the inspections authorized in this article require a second reinspection due to noted violations, a reinspection fee as set forth in the fee schedule in appendix A of this code shall be paid prior to the second reinspection.
 - (d) Withdrawal of certificate of occupancy and cancellation of license. Where the nonresident owner, his agency, or property or resident manager fails to comply with the terms of this article within thirty (30) days after receipt of written notice of the violation from the building inspector setting out the violations and the time allowed to rectify the violations, the nonresident owner's certificate of occupancy may be withdrawn and the license authorized by this article may be cancelled. Such failure to comply shall result in the nonresident owner being cited to municipal court as provided in section 3.11.002. Additionally, the building inspector may notify all public utility companies serving the single-family residence that the certificate of occupancy has been withdrawn and request that all public utility services be discontinued.
 - (e) Reinstatement of certificate of occupancy. Any person requesting a reinstatement or reissuance of the certificate of occupancy shall be required to apply for and receive a new license issued under this article as a condition precedent to the reissuance or reinstatement of the certificate of occupancy.
- (Ordinance 86-07, sec. VIII, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.07)

§ 3.11.009. Appeals.

- (a) The nonresident owner, property [manager] or resident manager for such property may appeal any decision or order of the building inspector to the town council by filing at the office of the town secretary, within five (5) working days (Monday through Friday) after such decision or order, during regular business hours, a written appeal of such decision or order to the town council on a form to be supplied by the town secretary.
 - (b) As soon as practicable after receiving the written appeal, the town secretary shall fix a date, time and place for the hearing of the appeal by the town council. Written notice of such date, time and place of the hearing shall be given to each appellant by the town secretary, either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at his/her address shown on the written appeal.
 - (c) Failure of any person to file an appeal in accordance with the provisions of this article shall constitute a waiver of his right to a hearing by the town council and the building inspector's decision shall be final.
 - (d) Orders of the building inspector are stayed pending appeal.
- (Ordinance 86-07, sec. IX, adopted 2/10/86 ; 2006 Code, ch. 3, sec. 14.08)



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the Town Council meeting minutes for the May 28, 2024, regular meeting; June 6 and 7, 2024, Town Council retreat; and the June 10, 2024, regular meeting. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held the following meetings:

May 28, 2024, regular meeting

June 6 and 7, 2024 Town Council Retreat; and

June 10, 2024, regular meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 05.28.2024 draft minutes
2. 06.06.2024 draft retreat minutes
3. 06.07.2024 draft retreat minutes
4. 06.10.2024 draft minutes

ACTIONS/OPTIONS:

Move to approve the Town Council meeting minutes for May 28, 2024; June 6 and 7, 2024; and June 10, 2024.

Town of Trophy Club Town Council Meeting Minutes
May 28, 2024, 6:00 p.m., Work Session and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Maggie McCormick-Krukowski, Records Analyst
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
Jill Lind, Director of Communications and Marketing
Jon Ciarletta, Lieutenant

WORK SESSION ITEM

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

Town Manager Wright, gave a presentation and provide a summary of the Town's strategic planning process highlighting the following:

- The strategic planning process began in January 2024.
- The draft plan included seven focus areas and nineteen objectives.
- Community engagement involved a video, a survey, and five focus group sessions.
- 127 survey participants and 48 focus group members provided feedback.
- Based on feedback, focus areas reduced from seven to five.
- Eliminated focus areas: "Delivering Service with Excellence" and "Sharing our Authentic Story."
- Refined definitions for clarity, emphasizing safeguarding lives in public safety, utility coordination in infrastructure, objectives for aging in place, and beautifying community spaces.

- Revisions are included in the new Strategic Plan draft for Fiscal Year 2024-2025.

The Town Council members provided their input on the objectives.

ADJOURN

Mayor Tiffany adjourned the work session at 6:57 p.m.

CALL REGULAR MEETING TO ORDER

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

INVOCATION

Rev. Bill Eason from Fellowship United Methodist Church led the invocation.

PLEDGES

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

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

2. EMS Week (Jason Wise, Fire Chief)

Chief Wise gave a presentation highlighting EMS Week which was May 19-25, 2024, marking the 50th Anniversary of EMS Week. This year's theme was, "Honoring Our Past. Forging Our Future."

3. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Oldham praised the annual Memorial Day Ceremony held on May 27th, highlighting its success in honoring fallen heroes. She noted that the ceremony saw the attendance of many dignitaries, including Mayor Tiffany, Council Members, Senator Tan Parker, and the family of U.S. Navy SEAL Gage Ingram.

Mayor Tiffany acknowledged Trophy Club Neighbors Magazine for featuring Mayor Pro Tem Flynn and his wife on the cover of their May issue. The magazine, dedicated to the residents of Trophy Club, Texas, highlights local stories, events, and profiles, fostering a sense of community and pride.

b) Update from Town Manager

Town Manager Wright provided the following updates:

Severe Weather Alert: The Town experienced flooding and debris. Staff monitored the situation, collected debris, barricaded high-water areas, and canceled activities for resident safety. He added that residents were advised to follow local news and weather updates.

Upcoming Meetings:

- CCPD Meeting: June 5, 2024, at 6:00 p.m.
- Town Council June Retreat: June 6-7, 2024
- Town Council Work Session & Meeting: June 10, 2024, Work Session at 6:00 p.m.

Events:

- Movie Night: "The Goonies," June 7, 2024, at Harmony Park.
- Fourth of July Events:
- Patriot 5K & Fun Run followed by the Parade of Patriots, concluding with an evening of activities and fireworks.
- The Stars and Stripes Committee invites citizens to join in a meaningful tradition where over 40,000 flags will line the streets of Trophy Club. Details are available on the Trophy Club Stars & Stripes Facebook page.

Trophy Club MUD No. 1 Annual Water Line Replacement Project:

- The project will begin on Sonora Drive and then move to other areas throughout town. This project is expected to take approximately five months to complete. Fire hydrants will be out of service in certain areas while construction is performed, and access to nearby residences' driveways will be temporarily limited at times.

c) Quick Civic Tip

Town Attorney Dean Roggia provided an overview of Interlocal Agreements and Cooperative Purchasing Agreements and explained they make the purchasing process more efficient.

CONSENT AGENDA

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)

Council Member Sheridan moved to approve Consent Items 4-6. Council Member Oldham seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

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)

Mr. Wright explained the reason for two readings of the resolutions of the agenda was required by state law. He mentioned that a request for proposals was issued for a comprehensive small area plan targeting properties near State Highway 114 Frontage Road and Trophy Wood Drive with objectives to enhance economic resilience, improve quality of life, promote sustainability, facilitate future development, and address parking needs.

Mr. Wright stated the EDC Board members selected McAdams due to their skillset, experience with similar projects, and understanding of the plan's goals.

Jameson Pinson, McAdams Project Manager gave a presentation highlighting their experience and successful small area plans they have been involved in, discussed their approach to the proposed project, and answered questions from the Town Council.

Council Member Sheridan had concerns on the wording of "undeveloped land" and requested clarification from staff. Mr. Wright explained he would include the Small Area Plan geographical area as provided in the Request for Proposals as an exhibit to the agreement and resolution.

Council Member Sheridan moved to approve the first reading of a resolution, with the corrections staff has agreed to, 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. Council Member Bauer seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

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)

Mayor Pro Tem Flynn moved to approve Resolution 2024-08 (second reading), with the corrections staff has agreed to, 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. Council Member Oldham seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-08

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.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

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)

Town Manager Wright provided an overview of the Thrive Business Grant Program, which offers assistance to Trophy Club businesses. The program supports exterior and interior enhancements, equipment, and signage upgrades, providing 75% reimbursable matching grants of up to \$20,000 for various business improvements.

A discussion ensued and Mr. Wright answered questions from the Town Council.

Council Member Sheridan moved to approve Resolution No. 2024-09 authorizing and approving the Town of Trophy Club Economic Development Corporation's Thrive Business Grant program, with an amendment to sunset the grant program by September 30, 2028. Mayor Pro Tem Flynn seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2024-09**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING THE THRIVE BUSINESS GRANT -GUIDELINES AND APPLICATION; AND PROVIDING AN EFFECTIVE DATE.**

Council Member Rowe, supported by other council members, expressed concerns regarding the program. They emphasized the need for grant funds to positively impact business growth and increase the Town's sales tax base, rather than merely offsetting tenant operational costs. Key points included ensuring the program collects only one application per business per funding cycle, limiting the scope of eligible projects, reducing the scope of tenant operations, and ensuring the grant size is substantial enough to make a significant impact.

A discussion followed about the program's eligibility and potential changes. Mr. Wright clarified that while the Town Council approves the program, any modifications must first be made and approved by the Economic Development Corporation (EDC). Town Attorney Roggia explained that each grant application or project approved by the EDC would include a performance agreement and require Town Council approval, noting that the program is typical of other EDCs.

Mayor Tiffany called for a vote on the motion.

VOTE ON MOTION

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

NAYES: Rowe

VOTE: 6-1

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)

Chase Ellis, Director of Parks & Recreation, stated the Town's Summer Program, previously held at Beck Elementary, has been moved due to the school's unavailability and rising costs. The Town has partnered with Trophy Club Municipal Utility District #1 (MUD) to use the vacant Annex Building at 1 Municipal Drive rent-free through December 31, 2025. He explained the agreement also included the land next to the building which will provide a green space for camp and future activities. The Agreement has been approved by the MUD. The Town will cover utility costs and collaborate with the MUD to improve the facility for future recreational use.

Town Manager Wright and Mr. Ellis answered questions from the Town Council regarding the use of the word "Recreation Use" in the agreement, parking, and green space clarification on Exhibit A of the agreement and future improvements. Mr. Wright stated the motion would authorize him to negotiate the Town Council's concerns.

Council Member Oldham moved to authorize 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. Council Member Buaer seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

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)

April Duvall, Director of Finance, provided a summary of the budget amendment and answered questions from the Town Council.

Council Member Beach moved to approve Ordinance No. 2024-11 amending the FY 2024 Budget, allocating funds for Mayor & Town Council expenses, as well as Fire & EMS overtime expenses, and establishing an effective date. Council Member Bauer seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-11

AN 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.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

12. Consider approval of the 2024 Strategic Plan Outline. (Brandon Wright, Town Manager)

Town Manager Wright provided a summary of the changes to the 2024 Strategic Plan Outline discussed during the work session. He explained following Council approval the Town Council and staff will develop initiatives for each of the 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.

Mayor Pro Tem Flynn moved to approve the 2024 Strategic Plan Outline. Council Member Beach seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting at 9:02 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club Town Council Meeting Minutes
June 6, 2024, 8:30 a.m., Town Council Retreat
EOC Training Room, 1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

Mayor Tiffany called the meeting to order at 8:30 a.m.

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

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

PUBLIC COMMENTS

There were none.

ITEMS

Mayor Tiffany provided opening remarks and solicited feedback regarding the importance of strategic planning.

Town Manager Wright provided an overview of the process of developing the strategic plan and explained that staff developed draft initiatives for each of the objectives. The goal of the retreat was to review, discuss, and develop final initiatives for each objective and prioritize initiatives for FY 2025 budget and develop a corresponding workplan for the fiscal year to effectively execute these initiatives.

He explained that the participants were divided into four groups, which would periodically change to work together on providing input for the initiatives.

1. Visioning Trophy Club's future

Town Manager Wright facilitated an exercise in which the group identified and discussed Trophy Club's competitive advantages and disadvantages:

2. Develop initiatives for Strategic Plan Objectives.

The groups worked on initiatives for the objectives listed under Prioritize Public Safety and Promote Quality of Life:

Prioritize Public Safety

- Objective 1 Enhance community policing and public safety engagement.
- Objective 2 Strengthen emergency management preparedness and education.
- Objective 3 Create Strategies to address safety needs.
- Objective 4 Enhance transparency, accountability, and engagement through communication channels.

Promote Quality of Life

- Objective 1 Create, implement, and maintain a comprehensive master plan for Trophy Club's public parks and recreation programs and spaces with funding strategies.
- Objective 2 Expand multi-generational and ability-focused initiatives.
- Objective 3 Beautify community areas and medians through sustainable plantings, tree upkeep, and design elements.

The Town Council recessed at 12:20 p.m. for a lunch break and reconvened at 1:02 p.m.

The groups worked on initiatives for the objectives listed under Strengthen Infrastructure and Upholding Housing Standards:

Strengthen Infrastructure

- Objective 1 Develop comprehensive maintenance plans and funding strategies to support long-term infrastructure needs.
- Objective 2 Create, implement, and maintain a comprehensive transportation plan that includes options for walking, biking, and golf carts.
- Objective 3 Partner with the TC MUD No. 1., NISD, and surrounding stakeholders to coordinate capital projects.
- Objective 4 Coordinate utility improvements.

Upholding Housing Standards

- Objective 1 Protect neighborhoods with targeted rental management.
- Objective 2 Improve neighborhood attractiveness through beautification initiatives.

At 4:31 p.m. Town Manager Wright asked the groups to stop working on initiatives. Mayor Tiffany took a few minutes to thank everyone for their participation and appreciated the process made thus far.

Mayor Tiffany adjourned the meeting at 4:41 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club Town Council Meeting Minutes
June 7, 2024, 8:30 a.m., Town Council Retreat
EOC Training Room, 1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

Mayor Tiffany called the meeting to order at 8:32 a.m.

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Police Chief
Matt Cox, Director of Community Development
Ernest Gillespie, Chief Financial Analyst
Denise Deprato, Director of Human Resources
Chase Ellis, Director of Parks and Recreation
Tamara Smith, Assistant to the Town Manager

PUBLIC COMMENTS

There were none.

ITEMS

Mayor Tiffany provided opening remarks and reviewed again the importance of strategic planning and requested feedback on the prior dates work process.

1. Continue developing initiatives for Strategic Plan Objectives.

Under the guidance of Town Manager Wright, the groups continued to work on initiatives for the objectives listed under Upholding Housing Standards and Support Business:

Upholding Housing Standards

- Objective 3 Create innovative redevelopment strategies.
- Objective 4 Improve aging in place options for residents.

Support Business

- Objective 1 Strengthen Trophy Club's business aesthetics and cohesion.
- Objective 2 Redevelop and create successful business areas fostering a unique sense of place.
- Objective 3 Develop policies that create a business positive environment.
- Objective 4 Boost Trophy Club's brand visibility through strategic marketing efforts.

The Town Council recessed at 11:50 a.m. for a lunch break and reconvened at 12:32 p.m.

2. Prioritize Strategic Plan Initiatives for Fiscal Year 2025.

Town Manager Wright reviewed the draft initiatives (a total of 46) created by the group and explained that the next step was to narrow down the top initiatives for the next fiscal year. Each participant identified their top five initiatives, which ultimately resulted in the identification of the top six initiatives for Fiscal Year 2025. The next step would be for staff to create work plans for each of these initiatives.

Town Manager Wright explained that staff would take the draft initiatives and create a final work product for the Town Council's review.

Mayor Tiffany adjourned the meeting at 1:56 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club Town Council Meeting Minutes
June 10, 2024, 6:00 p.m., Work Session and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

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
Jill Lind, Director of Communications and Marketing
Patrick Arata, Chief of Police

WORK SESSION ITEM

1. Presentation and discussion of recommended changes to the appointment process for boards and commission members, the creation of a new Boards & Commission Member Handbook, the formation of ad-hoc committees and subcommittees including the Appointment Committee and the Fiduciary Oversight Committee (or Budget Committee), and the creation of a Council Rules & Procedures Manual. (Tammy Dixon, Town Secretary and Brandon Wright, Town Manager).

Town Manager Wright and Town Secretary Dixon reviewed the following items and answered questions from the Town Council:

- Policies and procedures for appointing members to boards and commissions.
- Adding the requirement of a background check for applicants.
- Establishing procedures for ad-hoc committees to be created by ordinance or resolution with specific goals and term dates.
- Town Council Subcommittees: Appointments Committee and Finance Oversight Committee.

- Draft Boards and Commissions Manual.
- Proposal for creating a Council Rules and Procedures Manual.

Following discussion, the Town Council's feedback included:

- Training Requirements: Make training mandatory for all members; Include general training for all members and board/commission-specific training; Cover communication protocols at the dais; Training must be completed within a specified time frame.
- Background Checks: Change terminology from "criminal history check" to "background check". Consider placing background check history information in the handbook rather than the ordinance.
- Ad-Hoc Committees: Include a sunset clause in the resolution for the ad-hoc committee to cease existence within a one-year time frame.
- Nomination Process for Ad-Hoc and Town Council Subcommittees: Change the process to: "The Mayor presents a list of nominations, and the Council reviews and approves."
- Review inclusion of MUD Subcommittee under Town Council
- Draft Boards and Commission Manual: Include the background and initiating documents for each board/commission. Receive input from Boards and Commissions on draft documents.

Staff will update the documents and bring them back to council at a future work session for discussion.

ADJOURN

Mayor Tiffany adjourned the work session at 7:01 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:11 p.m.

INVOCATION

Pastor Barry Clingan from the Church at Trophy Lakes led the invocation.

PLEDGES

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

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

2. Working for You . . . Trophy Club

a) Update from Town Council Members

Mayor Pro Tem Flynn and Council Members Rowe and Oldham shared their positive experiences from the Town Council Retreat held on June 6-7, 2024.

Council Member Sheridan requested an update and information about the fiber line placements happening around town to be provided at the next meeting.

Mayor Tiffany announced that at the June 24th Town Council Meeting, Ms. Isabella Ramos, a third grader from Beck Elementary, will attend as Mayor for the Day.

b) Update from Town Manager

Town Manager Wright provided the following updates:

Town Manager Wright introduced Director of Communications Jill Lind to announce that the Town of Trophy Club won two awards at the 2024 Texas Association of Municipal Information Officers (TAMIO) conference. The town received an Award of Excellence (2nd place) and an Award of Honor (3rd place).

Mr. Wright also announced that the Town Secretary's Office won an award. Out of 595 cities in the Texas Municipal Clerks Association (TMCA), Trophy Club's Town Secretary's Office was one of only 24 to receive the TMCA Achievement of Excellence Award.

Upcoming Meetings and Events:

- Animal Shelter Advisory Board meeting, June 12, 2024, at 6:30 p.m.
- Fourth of July Events:
 - Patriot 5K & Fun Run followed by the Parade of Patriots, concluding with an evening of activities and fireworks.
 - The Stars and Stripes Committee invites citizens to join in a meaningful tradition where over 40,000 flags will line the streets of Trophy Club. Details are available on the Trophy Club Stars & Stripes Facebook page.

c) Quick Civic Tip

Town Attorney Dean Roggia provided an overview of Developer and Performance Agreements.

CONSENT AGENDA

3. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$411,500 for civil engineering, easement acquisition, bidding and construction administration, and construction inspection services for the Inverness Drive Drainage Improvement Project. (Matt Cox, Community Services Director)
4. Consider a developer agreement between the Town of Trophy Club and Wasatch Properties, LLC for the Triple Crown Estates and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Community Development Director)
5. Consider an ordinance revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety. (Tammy Dixon, Town Secretary/Patrick Arata, Chief of Police) ***Item pulled from Consent.***

Council Member Sheridan requested item 5 be removed from Consent.

Mayor Pro Tem Flynn moved to approve Consent Items 3-4. Council Member Oldham seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany, Rowe, Oldham, Flynn
NAYES: None
VOTE: 7-0

INDIVIDUAL ITEMS

5. Consider an ordinance revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety. (Tammy Dixon, Town Secretary/Patrick Arata, Chief of Police) ***Item pulled from Consent.***

Council Member Sheridan commented the proposed ordinance removed the authority of the Town Council to approve changes to the Safety Zone Map and requested to amend the proposed ordinance to add language that the Town Manager shall provide notice to the Town Council when the map is updated.

Council Member Sheridan moved to approve Ordinance 2021-12 revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety. The motion was seconded by Council Member Rowe. The caption of the ordinance reads as follows:

ORDINANCE NO. 2024-12

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REVISING SEX OFFENDER REGULATIONS AND RESIDENCY RESTRICTIONS BY AMENDING CHAPTER 8 “OFFENSES AND NUISANCES,” ARTICLE 8.06 “SEX OFFENDER RESIDENCY RESTRICTIONS” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany, Rowe, Oldham, Flynn
NAYES: None
VOTE: 7-0

6. Consider designating three council members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process. (Brandon Wright, Town Manager)

Mayor Tiffany recommended Mayor Pro Tem Flynn and Council Members Sheridan and Rowe to serve on the council subcommittee formed for the purpose of providing fiduciary oversight of the budget.

Council Member Rowe moved to approve the Mayor’s appointments. The motion was seconded by Beach.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany, Rowe, Oldham, Flynn
NAYES: None
VOTE: 7-0

7. Consider designating three council members to serve on a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations. (Brandon Wright, Town Manager)

Mayor Tiffany recommend herself and Council Members Oldham and Beach to serve on the Appointments Committee. Council Member Sheridan moved to approve the mayor’s appointments. The motion was seconded by Mayor Pro Tem Flynn.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany, Rowe, Oldham, Flynn
NAYES: None
VOTE: 7-0

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:34 p.m. and reconvened into Regular Session at 7:59 p.m. in accordance with the Texas Government Code regarding:

Section 551.076 and 551.089 to deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or a security audit.

Council Member Sheridan moved to approve Resolution No. 2024-10 directing the Town Manager to utilize \$200,000 dedicated to Town Hall building improvements in the FY 2024 Capital Improvement Plan to provide security enhancements to Town facilities. Council Member Beach seconded the motion. The caption of the resolution reads as follows:

RESOLUTION 2024-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, DIRECTING THE TOWN MANAGER TO UTILIZE \$200,000 DEDICATED TO TOWN HALL BUILDING IMPROVEMENTS TO PROVIDE SECURITY ENHANCEMENTS TO TOWN FACILITIES

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting 7:59 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider a developer's agreement between the Town of Trophy Club and Beldonia Town Homes, LLC for the Beldonia Townhomes and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: On April 25, 2023, the Town Council approved the Final Plat for The Trophy Townhomes, now known as Beldonia Townhomes, consisting of seven (7) townhome lots and one (1) common area lot and one (1) private street and utility access easement lot on property. The developer's agreement was not presented and approved with the Final Plat due to staff, legal review, consultations, and revisions. As a result, this developer's agreement is now ready for consideration and approval, allowing Beldonia Homes, LLC to commence infrastructure construction at Beldonia Townhomes.

As per subdivision Ordinance 10.02.201 requirements, a developer's agreement shall be signed by the Mayor after engineering plans and cost estimates have been approved. Beldonia Homes, LLC is responsible for the public improvements principally listed in Chapter 10, Article 10.02 Division 4.

1. Water Distribution System
2. Sanitary Sewer System
3. Drainage and Storm Sewer
4. Street Construction

A homeowner's association (HOA) will be created with the filing of the Final Plat that will be responsible for the landscaping and screening, the private street lot and common area lot. Additionally, the satisfaction of Parkland Dedication shall be paid prior to construction beginning and the issuance of building permits.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the developer's agreement as to form and legality.

ATTACHMENTS:

1. Developers Agreement PD 35 (The Trophy) - FINAL

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the developer's agreement between the Town of Trophy Club and Beldonia Town Homes, LLC for the Beldonia Town Homes and authorizing the Mayor or her designee to execute same on behalf of the Town.

**THE BELDONIA TOWN HOMES DEVELOPMENT CONTRACT
FOR
PUBLIC IMPROVEMENTS**

WHEREAS, BELDONIA HOMES, LLC (the “Developer”), whose business address is 2825 Mona Vale Rd, Trophy Club, TX 76262, is the developer of real property located in the limits of the Town of Trophy Club, being described as PD35 (the “Development”), an unrecorded subdivision to the Town of Trophy Club, Texas being further identified on Exhibit A attached hereto; and

WHEREAS, Developer wishes to enter into this Development Contract for Public Improvements (the “Agreement”) with the Town of Trophy Club, a Texas home-rule municipality (the “Town”) to provide for the construction of certain public improvements (the “Public Improvements”), as described in **Exhibit B** attached hereto and made a part hereof by reference, which, among other things, are necessitated by and will serve the Development; and

WHEREAS, this agreement is entered into pursuant to Chapter 212 of the Texas Local Government Code, and Town Code of Ordinances Chapter 10 - Subdivision Regulation, and the Public Improvements are necessary to serve the Development and are roughly proportional to the benefits received and burdens imposed by the Development; and

WHEREAS, this agreement is required to ensure that the Public Improvements are constructed in accordance with the Town’s standard specifications for public works projects, applicable ordinances and design criteria manuals (“Standard Specifications”), and the plans and specifications prepared by Developer’s engineer, JDJR Engineers and Consultants, Inc. (“Developer’s Engineer”) dated May 2024, which were approved by the Town and are on file in the office of: Teague, Nall & Perkins, Tom Rutledge, Town Engineer, 100 Macon Street, Fort Worth, Texas 76102 (“Town Engineer”), which may be amended with the written approval of the Town Engineer or their designee (the “Project Specifications”), such Standard Specifications and Project Specifications being incorporated hereby by reference and herein called collectively the “Plans and Specifications”; and

WHEREAS, the Developer understands and agrees that it is responsible for and has retained at its sole expense, the Developer’s Engineer to design the Public Improvements in accordance with the Plans and Specifications, taking into consideration the specific site conditions, including differing site conditions, that may impact the Public Improvements; and

WHEREAS, the Developer shall provide for the construction of the Public Improvements by and through the Developer’s contractor Affluency Homes LLC, 2261 Brookhollow Plaza Drive, Suite 208, Arlington, TX 76006 , a construction contractor experienced in the construction of improvements similar to the Public Improvements. The Contractor shall meet Town and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way, and to be qualified in all respects to bid on public streets and public projects of a similar nature. The Developer agrees to submit contract documents to the Town and to participate in pre-construction meetings with the Town and all Contractors; and

WHEREAS, Developer and Contractor recognize that the Town has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by the Town, become public property, are properly constructed in accordance with the Plans and Specifications and that full payment by Developer is provided therefore;

NOW, THEREFORE, the Developer, Contractor, and the Town (the “Parties”) for and in consideration of the recitals above and their mutual promises and covenants contained herein agree as follows:

1. Covenants of Developer and Contractor:

- a. Construction: Developer and Contractor shall construct the Public Improvements in accordance with the Plans and Specifications and complete the Public Improvements on or before eighteen (18) months from the final date of execution of this Agreement. Developer shall be responsible for all monies due to the Contractor for construction of the Public Improvements. In no event shall the Town be responsible for payment of any of the expenses or costs to construct the Public Improvements. The Town Engineer in its discretion may require the Developer to provide security for payments to the Contractor, which may be in the form of a cash deposit with the Town, an unconditional and irrevocable letter of credit, a dedicated construction account with a lending institution approved by the Town Engineer, or other security that the Town Engineer in their discretion deems adequate to ensure that the Developer does not default in its payment obligations to the Contractor.
- b. Authority of Town Engineer, Inspections, Tests and Orders, Developer and Contractor Warranty. All work on the Public Improvements shall be performed in a good and workmanlike manner and to the satisfaction of the Town Engineer or its representative. The Town Engineer shall decide all questions, which arise as to the quality and acceptability of materials furnished, work performed, and the interpretation of the Plans and Specifications and may reject any work not performed in accordance with the Plans and Specifications. The Contractor, its surety on the performance bond required herein, and the Developer, warrant, that the Public Improvements will be free from defects in materials and workmanship and that they will pay to remedy same for a period of two years after the completion of the Public Improvements and final acceptance by the Town. This warranty shall not constitute a limitation on the duty to remedy latent defects in construction that were not known at the time of final acceptance or within said two-year warranty period. The Developer and Contractor shall furnish the Town Engineer or their representative with every reasonable facility for ascertaining whether or not the work performed was in accordance with the Plans and Specifications applicable thereto. Any work done, or materials used without suitable inspection by the Town may be ordered removed and replaced at Contractor’s expense. The Town Engineer or its designee shall perform periodic inspections of the work and shall perform a final inspection prior to final acceptance by the Town and an inspection thirty (30) days prior to the expiration of two years from the date of final completion, inspection, and acceptance of the work by the Town. Upon failure of the Contractor to allow for inspection, to test materials furnished, to satisfactorily repair, remove or replace, if so directed, rejected, unauthorized or condemned work or materials, or to follow any other request or order of the Town Engineer or its representative, the Town Engineer shall notify the Developer of such failure and may suspend inspections of such work until such failure is remedied. If such failure is not remedied to the satisfaction of the Town Engineer, the Town shall have no obligation under this agreement to approve or accept the Public Improvements and the Town may withhold, suspend or revoke any permits or other approvals for the Development until such matter is remedied to the satisfaction of the Town Engineer.

- c. Insurance. Contractor shall provide insurance in form and substance in accordance with the Town's standard insurance requirements for public works projects, which are on file in the Town and/or in the Office of the Town Engineer and which are incorporated herein by reference.
- d. Means and Methods of Construction. The means and methods of construction shall be such as Contractor may choose; subject, however, to the Town's right to reject the Public Improvements for which the means or method of constructions does not, in the judgment of the Town Engineer, assure that the Public Improvements are constructed in accordance with Plans and Specifications.
- e. Books and Records. All of the Developer's and the Contractor's books and other records related to the construction of the Public Improvements shall be available for inspection by the Town.
- f. Performance, Payment, and Maintenance Bonds. Prior to the execution of this agreement, the commencement of construction, or the issuance of any building permits, Developer or Contractor shall present to the Town performance bond(s), payment bond(s), and maintenance bond(s) that meet the requirements of Chapter 2253 of the Texas Government Code. Each bond shall be in the full amount of the costs to construct the Public Improvements, as estimated by the Developer's engineer and approved by the Town Engineer, in favor of the Town ensuring completion of the Public Improvements in accordance with the Plans and Specifications and warranting against defects in materials and workmanship for a period of two years from the date of final acceptance by the Town. The Contractor shall provide a written estimate of the costs to construct the Public Improvements. The estimated Public Improvement construction costs shall be included in **Exhibit B**. The performance bond(s), payment bond(s), and maintenance bond(s) shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the Town's standard form or such other form approved by the Town, and shall contain a local resident agent for service of process. The Developer or Contractor may be a co-obligee on the performance bond with regard to the Contract's obligations.
- g. Payment Bonds. The Developer or Contractor shall execute a payment bond in the full amount of the costs to construct the Public Improvements in favor of the Town insuring against claims from suppliers and subcontractors. The payment bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code, shall be on the Town's standard form or such other form approved by the Town, and shall contain a local resident agent for service of process. The Developer or Contractor may be a co-obligee on the payment bond.
- h. Retainage – Final Payments. As security for the faithful completion of the Public Improvements, Contractor and Developer agree that the Developer shall, retain ten (10) percent of the total dollar amount of the contract price until after final approval or acceptance of the Public Improvements by the Town. The Developer shall thereafter pay the Contractor the retainage, only after Contractor has furnished to the Developer satisfactory evidence including an affidavit that all indebtedness has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures, or machinery furnished for all and used in the performance of the work have been paid or otherwise satisfied. In addition, Contractor

shall provide Developer with a consent to final payment from the payment bond surety.

- i. Encumbrances. Upon final completion, inspection, and acceptance of the Public Improvements by the Town, the Public Improvements shall become the property of the Town free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to the Town, to which they are affixed, the Developer and Contractor shall upon notice by the Town promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with the Town in the amount of such claim, liens, charge or encumbrance, in favor of the Town, to ensure payment of such claim, lien, charge or encumbrance.
- j. **INDEMNIFICATION. THE DEVELOPER AND CONTRACTOR SHALL AND HEREBY DO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF THE CONTRACTOR, THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE CONTRACTOR, THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS; AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE TOWN GROWING OUT OF SUCH INJURY OR DAMAGE.**
- k. Approval by the Town Engineer of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, or the Developer's Engineer, employees, officers or agents with respect to the construction of any of the Development's improvements or facilities, or for the accuracy and competency of the Development's improvements and facilities design and specifications prepared by the Developer's Engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the Town Engineer signifies the Town's approval on only the general design concept of the improvements and facilities to be constructed.
- l. The Developer and Contractor shall comply with all local, state, and federal laws, rules, and regulations, relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, waste, sedimentation, and any other control and mitigation requirements related thereto. The Developer and Contractor are responsible for all liability for drainage to adjacent and downstream property, but only to the extent directly caused by the design and construction of the Public Improvements contemplated by this Agreement.

- m. This Agreement shall be construed in accordance with the Town of Trophy Club, Texas, Subdivision Regulations and all other applicable ordinances. Any conflicts between the provisions of this Agreement, the Town's Subdivision regulations, Town Ordinances, and State and Federal Law, shall be construed in favor of the Town's Ordinances as allowed by law, subject to Chapter 245 of the Local Government Code. To the extent any such conflict exists, only that portion of the Agreement in conflict shall be severable from the other provisions of the Agreement, and such conflict shall in no manner affect the validity or enforceability of the remaining provisions.
 - n. All rights remedies and privileges permitted or available to the Town under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of any rights, remedies, or privilege with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the Town in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by the Town. A default under this Agreement by the Town shall not result in forfeiture of any rights, remedies, or privileges under this Agreement by the Town.
- 2. Agreement Controlling. The provisions of this Agreement shall control over any conflicting provision of any contract between the Developer and Contractor, and any other entity as it relates to the construction of the Public Improvements.
 - 3. Covenants of Town of Trophy Club. Upon proper final completion and inspection of the Public Improvements in accordance with this Agreement, the Town agrees to accept the dedication of the Public Improvements.
 - 4. Nexus and Rough Proportionality. The Developer acknowledges and agrees that there is a reasonable nexus between the demands created by the Development and the Public Improvements, and that the costs associated with the construction and dedication of land for the Public Improvements is roughly proportional to the benefits received and the burdens imposed by the Development. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the conveyance, dedication, construction costs and other payments, if any, for the Public Improvements are related both in nature and extent to the impact of the Development. The Developer shall indemnify and hold the Town harmless against any claim by it or others claiming through it, that the required Public Improvements and associated dedication of land are unlawful exactions pursuant to the indemnification provision of this Agreement. In addition to the foregoing sentence, the Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Gov't Code, or the Texas or U.S. Constitutions as those claims relate to any theory of rough proportionality.
 - 5. Venue and Governing Law. The Parties herein agree that this Agreement shall be enforceable in Denton County, Texas, without regard to conflict of laws principles, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
 - 6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Agreement may not be assigned without written consent of the Parties.

7. Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
9. Texas Public Information Act. Unless otherwise provided by law, 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. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and each party agrees that this Agreement may be terminated with regard to such party if such party knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable.
10. Governmental Function(s) and Immunity. The parties hereby acknowledge and agree that the Town is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Town’s governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.
11. Waiver of Attorney’s Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Agreement) and that in no event shall either party be responsible for the other party’s attorneys’ fees regardless of the outcome of the litigation.
12. Additional Verifications. To the extent required by Texas law, the Developer and Contractor each verify 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 Agreement; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement.
13. Ethics Disclosure. To the extent required by law, the Developer and Contractor each represent 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.

Executed this, __ 4th _____ day of _____ April _____, 2024.

DEVELOPER:

NAME: _____

BY: _____

Name:

Title:

Address:

CONTRACTOR:

NAME: _____

BY: _____

Name:

Title:

Address:

TOWN OF TROPHY CLUB:

BY: _____

Jeannette Tiffany, Mayor

ATTEST:

BY: _____

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

BY: _____

Dean Roggia, Town Attorney

Legal Description

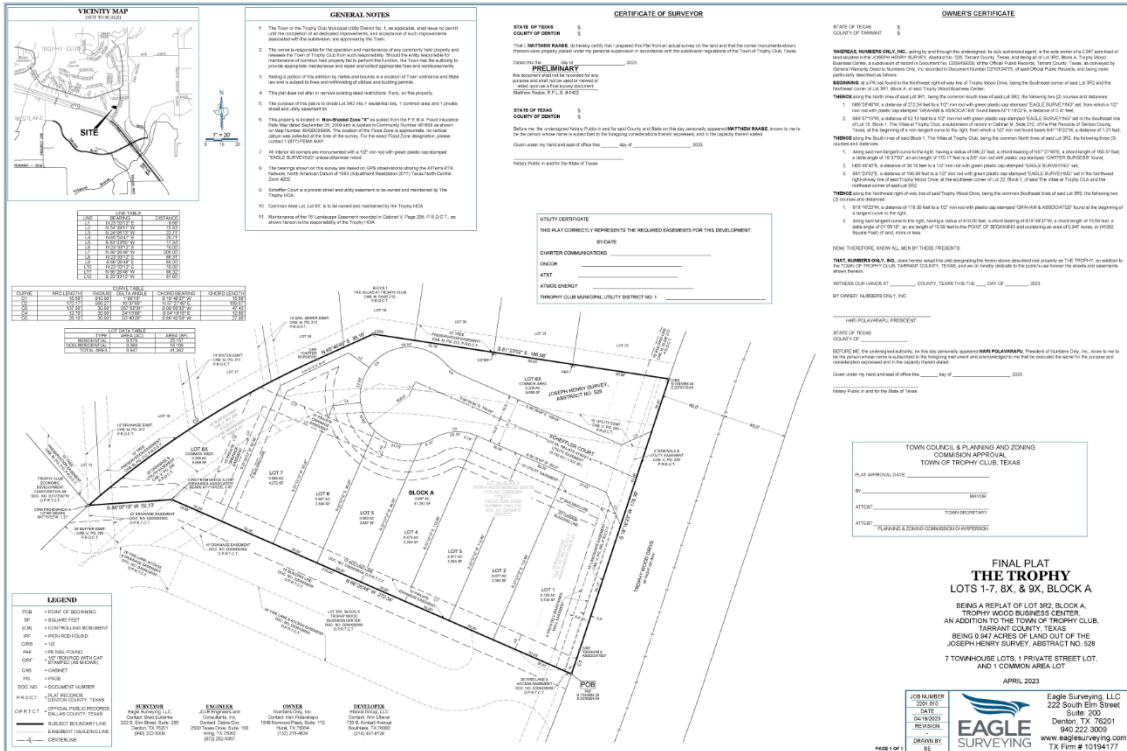


Exhibit B

Estimated Public Improvement Construction Costs

BUDGET					
A: Excavation					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Clearing and Grubbing	LS	1	\$ 12,000.00	\$ 12,000.00
2	Unclassified Excavation	LS	1	\$ 23,550.00	\$ 23,550.00
3	Finish Grading Post Utilities and P	LS	1	\$ 3,400.00	\$ 3,400.00
4	Concrete Removal	LS	1	\$ 3,200.00	\$ 3,200.00
	TOTAL				\$ 42,150.00
SVPP / EROSION CONTROL					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	Install and Maintain Silt fence	LF	430	\$ 5.02	\$ 2,158.60
2	Install Construction Entrance (20')	EA	1	\$ 2,736.00	\$ 2,736.00
	TOTAL				\$ 4,894.60
DRAINAGE					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	15" RCP -CLASS III	LF	160	\$ 96.09	\$ 15,374.40
2	12" RCP -CLASS III	LF	40	\$ 92.05	\$ 3,682.00
3	12" HDPE	LF	30	\$ 80.20	\$ 2,406.00
4	10" HDPE	LF	60	\$ 78.18	\$ 4,690.80
5	8" HDPE	LF	60	\$ 76.45	\$ 4,587.00
6	5' C.I.P CURB INLET	EACH	1	\$ 6,111.44	\$ 6,111.44
7	4' X 4' C.I.P MANHOLE / JUNCTIC	EACH	1	\$ 7,450.89	\$ 7,450.89
8	CONNECT TO EXISTING STORM	EACH	1	\$ 4,234.06	\$ 4,234.06
10	24" X 24" X 5' PRECAST CATCH	EACH	7	\$ 2,676.00	\$ 18,732.00
11	12" THICK ROCK RIP RAP OVER	SF	50	\$ 11.21	\$ 560.50
12	TV STORM PRE & POST PAVING	EACH	350	\$ 4.67	\$ 1,634.50
13	TRENCH SAFETY	SY	350	\$ 0.80	\$ 280.00
	TOTAL				\$ 69,743.59
WATER					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	4" DR-14 - 305 psi PVC PIPE	LF	200	\$ 39.56	\$ 7,912.00
2	12" X 4" TAPPING SLEEVE AND V	EACH	1	\$ 6,456.56	\$ 6,456.56
3	4" GATE VALVE	EACH	1	\$ 1,256.00	\$ 1,256.00
4	1.5" WATER SERVICE	EACH	7	\$ 2,950.00	\$ 20,650.00
5	2" IRRIGATION SERVICE	EACH	1	\$ 7,205.60	\$ 7,205.60
6	FIRE HYDRANT ASSEMBLY	EACH	1	\$ 5,700.00	\$ 5,700.00
7	WATER TESTING AND TRENCH	LS	1	\$ 650.90	\$ 650.90
	TOTAL				\$ 49,831.06
SEWER					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	8" SDR-26 PVC	LF	258	\$ 115.00	\$ 29,670.00
2	4" DIA DROP PRECAST MANHOLE	EACH	1	\$ 7,450.00	\$ 7,450.00
3	4" DIA PRECAST MANHOLE	EACH	1	\$ 5,756.77	\$ 5,756.77
4	CONNECT TO EXISTING SEWER	EACH	1	\$ 2,980.56	\$ 2,980.56
5	4" SEWER SERVICE	EACH	7	\$ 1,765.90	\$ 12,361.30
6	SEWER TC, TESTING AND TREN	LS	1	\$ 2,786.40	\$ 2,786.40
	TOTAL			\$ 20,854.63	\$ 61,005.03
ROAD					
Item NC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
1	7" CONCRETE PAVING OF CUL-	LS	1	\$ 125,000.00	\$ 125,001.00
	TOTAL				\$ 125,001.00
	GRAND TOTAL				\$ 352,625.28



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

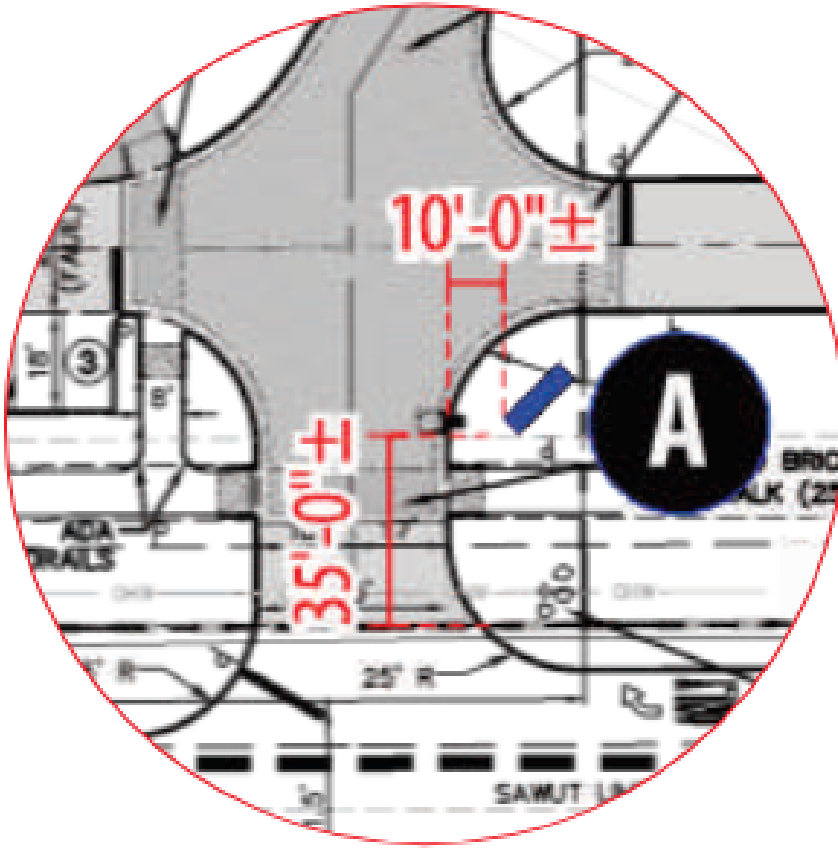
FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Case PD-AMD-24-002 PD-30 Amendment Multi-tenant Monument

Conduct a public hearing and consider an ordinance amending Planned Development District (PD-30) to allow a multi-tenant monument sign with CEVMS display located at 2200-2300 SH 114 on Lot 2, Block A, of the Trophy Club Town Center Addition, of the C. Medlin Survey, Abstract No. 823, Denton County, Texas. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: TC Town Center 2, LP is requesting an amendment to Planned Development 30 (PD-30) to allow a proposed multi-tenant monument sign with Changeable Electronic Variable Message Sign (CEVMS) display on Lot 2, Block A of the Trophy Club Town Center Addition. *Reference Figures 1 & 2 for location.*

Figure 1



ENLARGED FOR CLARITY

PD-30 Signage Provisions:

The existing Planned Development District 30 (PD-30) does not allow for Monument Signs and Freestanding Development Identification Signs to advertise tenants. The PD does not specifically address CEVMS signs but does reference compliance with the Town's sign regulations.

PD-30 provides for Development Identification Signs to be permitted through a Specific Use Permit (SUP), and the number, location, size and lighting are determined through the SUP. No standards are listed in the PD regulations for Development Identification Signs. The proposed multi-tenant monument sign with CEVMS does not fit in the Freestanding Development Identification Sign category in PD-30 due to the tenant advertising.

The Town Council, upon recommendation of the Town Planning & Zoning Commission, may approve the construction of a new sign as a CEVMS per The Town of Trophy Club Code of Ordinance, Chapter 3 "Building Regulations", Article 3.09 "Signs", Division 1 "Generally", allows for Changeable Electronic Variable Message Signs (CEVMS), or signs with message boards. Billboard signs are prohibited unless specifically authorized by the Town Council upon recommendation of the Planning & Zoning Commission.

As proposed, the structure is angled to face southeast to SH 114 and specified to be 35 feet tall and 17 feet wide, featuring 20 illuminated tenant panels with white LED modules. The CEVMS is 128 square feet and the tenant panel cabinet totals approximately 219 square feet. The structure will be made from fabricated aluminum with a faux soldier brick line, painted to match the existing building's brickwork. The stone veneer will also match the existing building's stone. The back side of the sign is proposed as stone veneer without any signage. The development signage (Trophy Club Town Center) includes reverse channel letters illuminated at 6500K white with a dark bronze outline to complement the main building's color. *Reference Figures 3 and 4*

Figure 3

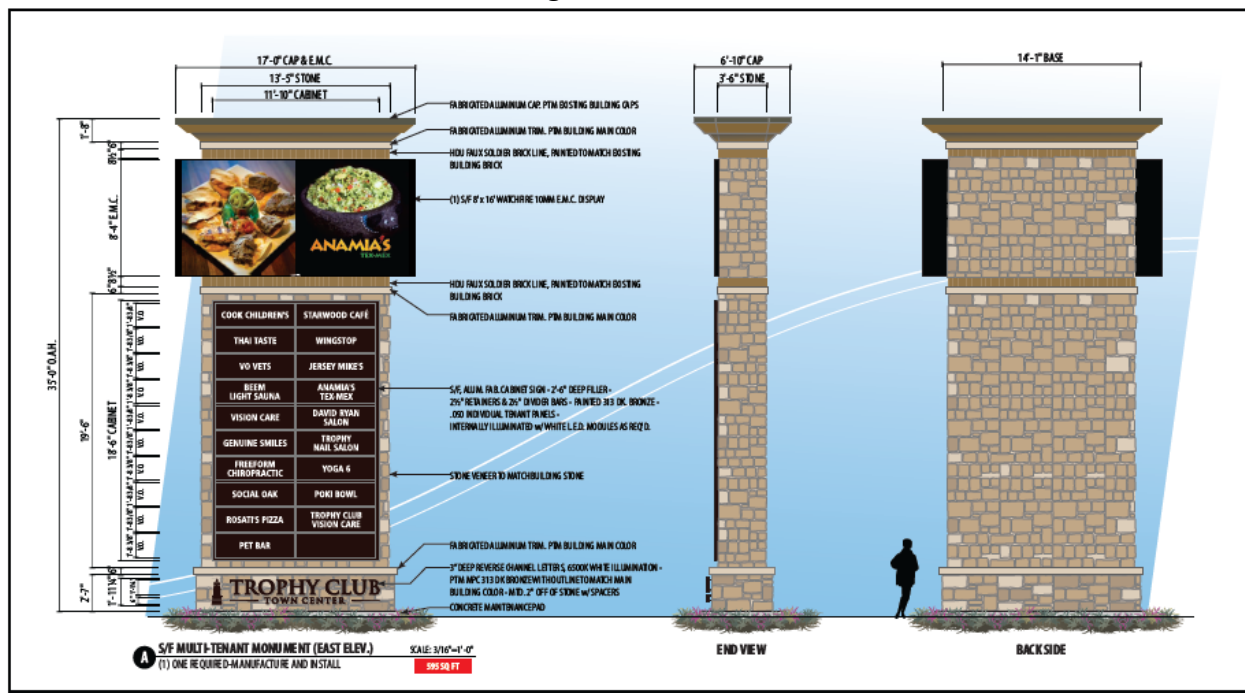


Figure 4



Information Requested:

Staff has asked the applicant to provide the following information, with the applicant's responses in red.

1. Provide static display time for the proposed CEVMS (TXDOT governed regulation and example static is 12 seconds); **8 seconds.**
2. Verify the sign will not exceed ½ lumen measured at the nearest residentially zoned property line and provide a photometric plan. Nearest residential property boundary is approximately 395 feet from face of sign; **Watchfire report shows 0.02 at Townhomes.**
3. Verify the sign does not emanate a luminance more than .3 foot-candles above the natural ambient light level of the location at the time of measurement, as measurement from a point 100 feet from the sign face; **Sign will be compliant with National lighting requirements of no more than 0.3 foot-candles above existing ambient light levels,** and
4. Provide landscape plan at base of sign that would include a groundcover and /or seasonal color in front of the Trophy Club Town Center letters and shrubs at the sides of the foundation. The side closest to the driveway location may be limited to groundcover/seasonal color due to visibility **Landscape plan is not available at this time, but we plan to use the same seasonal color currently installed at each approach in Town Center.**

Summary:

The new multi-tenant monument sign with CEVMS is a strategic addition to the TC Town Center. It has potential to enhance tenant visibility, attract more customers, and maintain the

center's aesthetic appeal. The project reflects a commitment to both functional and design excellence, benefiting tenants and visitors alike.

The public hearing notice was published and mailed according to Texas Local Government Code and the Town's zoning regulations. At the time of agenda packet preparation, one inquiry regarding the sign details had been received. No letters in support of or opposition to the item had been received.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission reviewed the Planned Development 30 (PD-30) application at their June 6, 2024, meeting and unanimously (4-0) recommended the item for approval.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Lighting Study-8x16, PD30 Report
2. Trophy Club Town Center - Monument Sign Drawings
3. Trophy Club Town Center- Monument sign with digital display- SPECIFICATIONS
4. PD 30 Ordinance for Mon. Sign 06.13.2024

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending Planned Development District 30 (PD-30) to allow a multi-tenant monument sign display located at 2200-2300 SH 114 on Lot 2, Block A, of the Trophy Club Town Center Addition.

6/4/2024

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-step hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10
Nits/candela/sq. m – Minolta Luminance Meter LS-100
Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

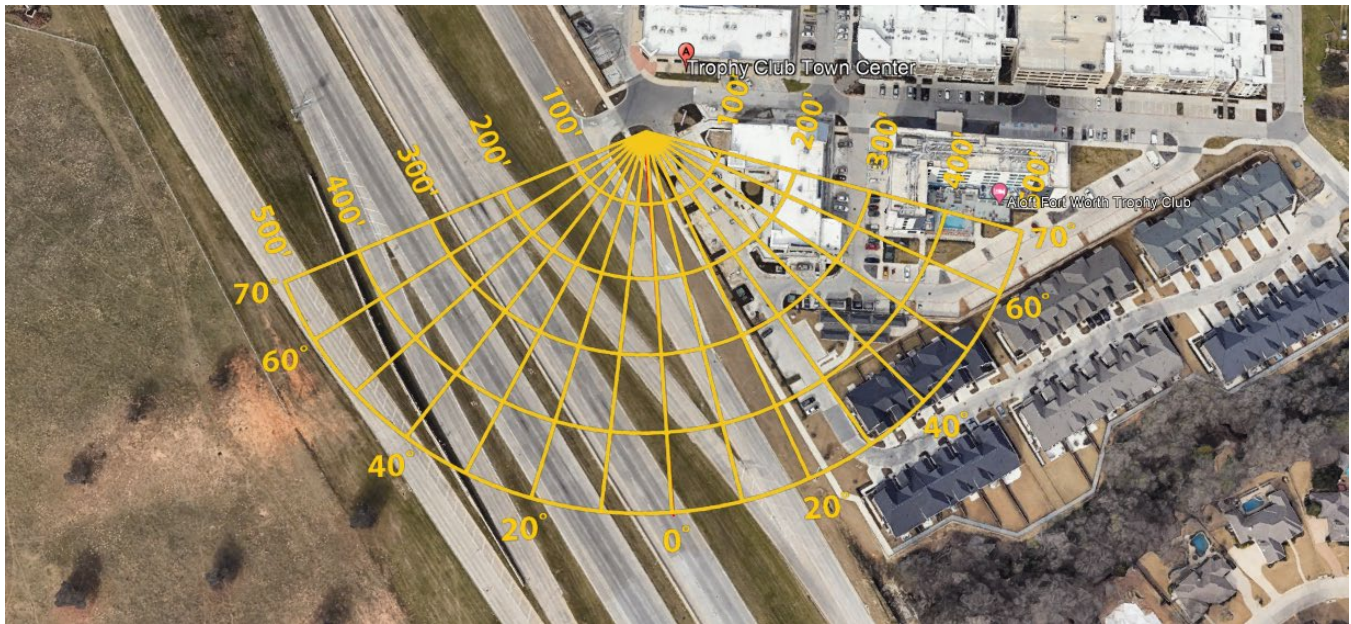
Size: 8' x 16'

Location: *Trophy Club Town Center, 2240 TX-114, Trophy Club, TX 76262*

The table below represents a LED sign, demonstrating the increase in illuminance from the sign during normal night operation. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

Foot-candles at night under normal operation					
	Horizontal Viewing Angle				
Viewing Distance (ft)	0°	20°	40°	60°	70°
100	0.33	0.31	0.27	0.19	0.11
200	0.08	0.08	0.07	0.05	0.03
300	0.04	0.03	0.03	0.02	0.01
400	0.02	0.02	0.02	0.01	0.01
500	0.01	0.01	0.01	0.01	0.00

Example Broadcast of Light at Distances and Angles



Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital LED Sign.

Ray Digby

Office 800-637-2645, ext 3006

email ray.digby@watchfiresigns.com



LEGACY SIGNS
OF TEXAS



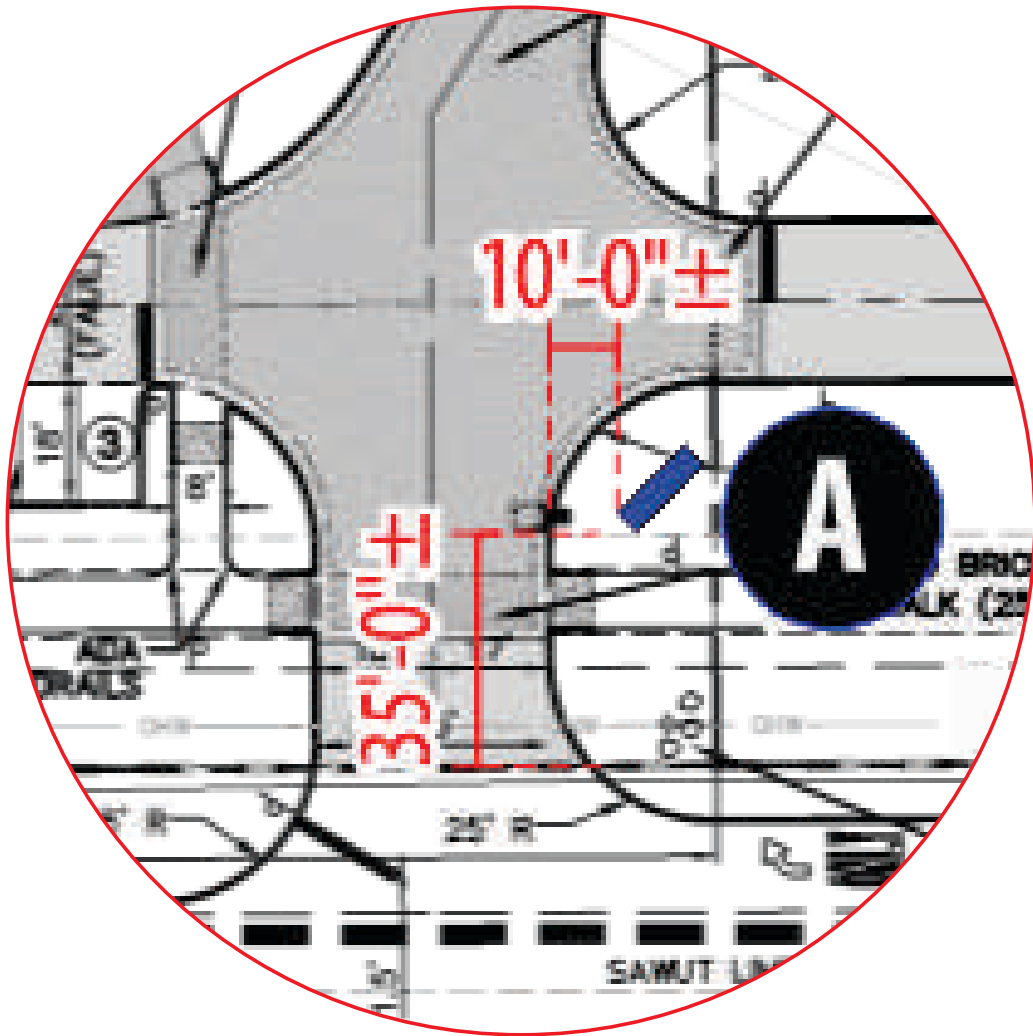
TROPHY CLUB
— TOWN CENTER —

CLIENT SIGNATURE: _____

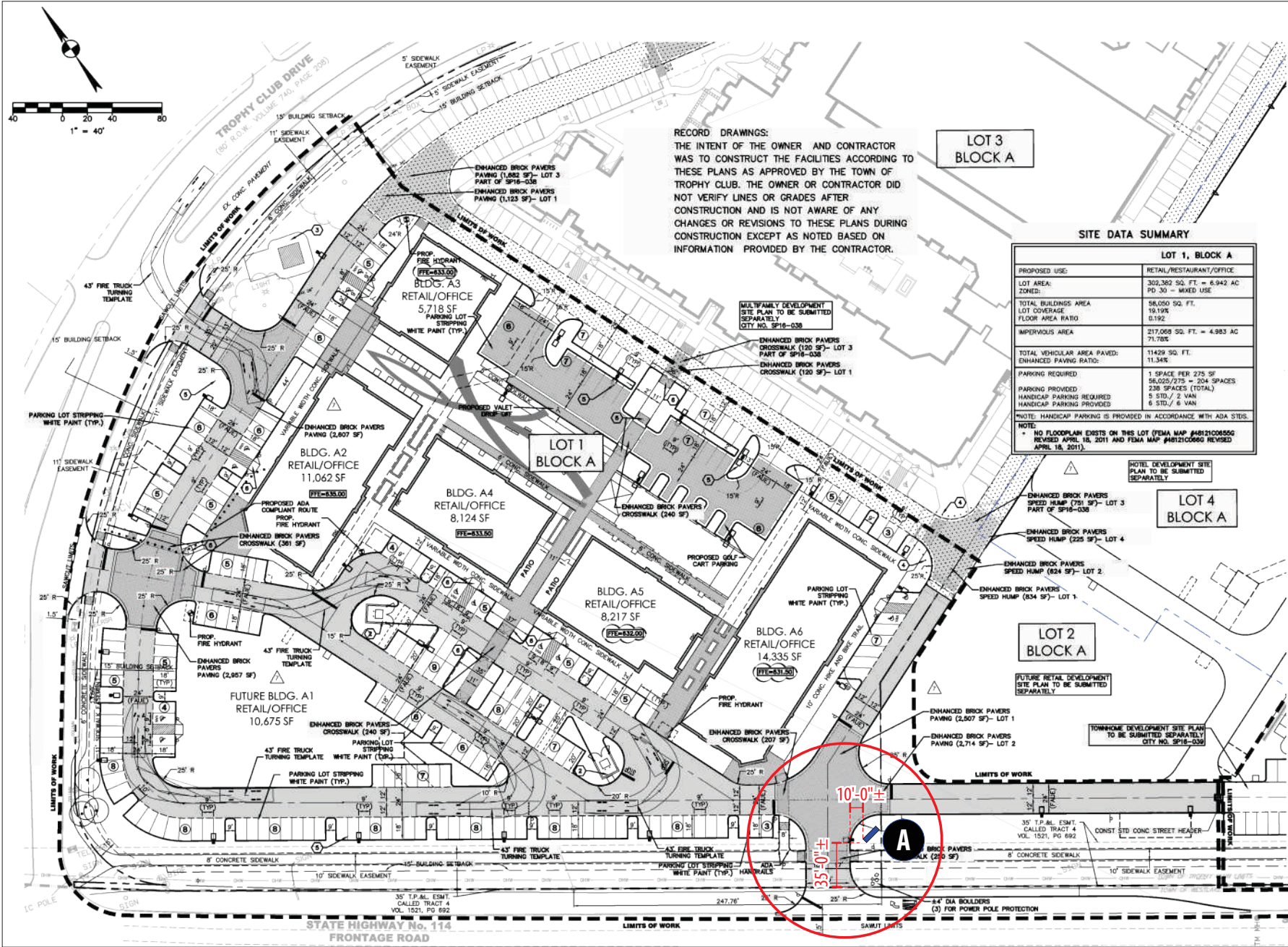
DATE: _____

O 817.431.5700 F 817.431.5799

7923 E. McKinney St., Denton, TX 76208
UL E226292 TDLR - 18933



ENLARGED FOR CLARITY



SITE PLAN - AERIAL VIEW



LEGACY SIGNS
OF TEXAS

7923 E. McKinney St., Denton, TX 76208

O 817.431.5700 F 817.431.5799

UL E226292 BBB TDLR 18933

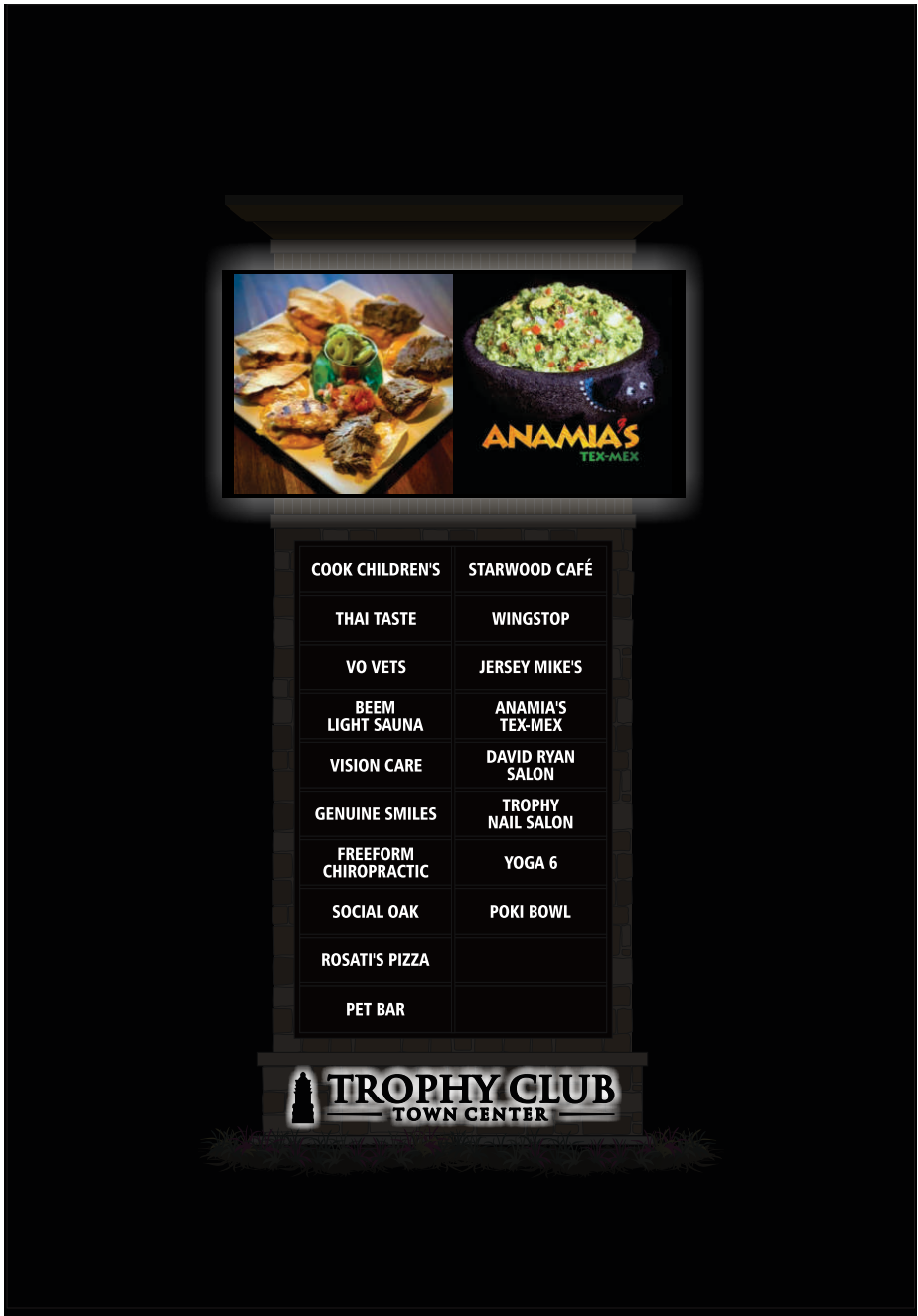
JOB DESCRIPTION	MULTI-TENANT MONUMENT	DATE	6.1.22	BY	EPS	REV	
COMPANY OR JOB NAME	TROPHY CLUB TOWN CENTER/BECK VENTURES		7.12.22	CJR	R1		
CUSTOMER CONTACT			7.15.22	CJR	R2		
ADDRESS	2240 TX-114, TROPHY CLUB, TX 76262		7.20.22	CJR	R3		
PHONE			7.22.22	CJR	R4		
EMAIL			8.18.22	CJR	R6		
FILE NAME	240415		3.21.24	CJR	R8		
SALESMAN	BILL SWIFT						

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.

FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local municipal codes. This includes proper grounding and bonding of the sign.



NIGHT VIEW

A

PROPOSED NEW ELEVATION (SIGN FACES EAST AT A 45° ANGLE)

(1) REQUIRED - MANUFACTURE & INSTALL

595 SQ. FT.



7923 E. McKinney St., Denton, TX 76208

O 817.431.5700 F 817.431.5799

UL E226292 BBB TDLR 18933

JOB DESCRIPTION	MULTI-TENANT MONUMENT	DATE	6.1.22	BY	EPS	REV	
COMPANY OR JOB NAME	TROPHY CLUB TOWN CENTER/BECK VENTURES		7.12.22	CJR	R1		
CUSTOMER CONTACT			7.15.22	CJR	R2		
ADDRESS	2240 TX-114, TROPHY CLUB, TX 76262		7.20.22	CJR	R3		
PHONE			7.22.22	CJR	R4		
EMAIL			8.18.22	CJR	R6		
FILE NAME	240415		3.21.24	CJR	R8		
SALESMAN	BILL SWIFT						

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.
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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local municipal codes. This includes proper grounding and bonding of the sign.



A S/F MULTI-TENANT MONUMENT (EAST ELEV.) SCALE: 3/16"=1'-0"
(1) ONE REQUIRED-MANUFACTURE AND INSTALL **595 SQ FT**

END VIEW

BACK SIDE

JOB DESCRIPTION	MULTI-TENANT MONUMENT	DATE	6.1.22	BY	EPS	REV	
COMPANY OR JOB NAME	TROPHY CLUB TOWN CENTER/BECK VENTURES	7.12.22		CJR	R1		
CUSTOMER CONTACT		7.15.22		CJR	R2		
ADDRESS	2240 TX-114, TROPHY CLUB, TX 76262	7.20.22		CJR	R3		
PHONE		7.22.22		CJR	R4		
EMAIL		8.18.22		CJR	R6		
FILE NAME	240415	3.21.24		CJR	R8		
SALESMAN	BILL SWIFT						

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely. Check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.
FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and Terms and Conditions of Legacy Signs of Texas. Please sign and return so that we may process your order.

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electric Code and/or other applicable local municipal codes. This includes proper grounding and bonding of the sign.

MULTI TENANT MONUMENT SIGN WITH DIGITAL DISPLAY

- (a) **Location.** Monument Sign to be located by main the entry to the Town Center along HWY 114 oriented towards HWY 114 West bound to provide maximal exposure to traffic. Exact location of sign to be reviewed and approved by staff.
- (b) **Dimensions.** Monument sign shall not exceed 35' in height and 20' in width.
- (c) **Finishes.** Material and color to be consistent with retail buildings.
- (d) **Tenant Panels.** Tenant panels will be internally illuminated with each panel not to exceed the following dimensions 6' W x 2' H
- (e) **Electronic Message Center.** Monument sign to include (1) Electronic Message Center to provide advertising for Trophy Club Town Center and its Tenants per specifications below.

DIGITAL DISPLAY

(a) **Effective area.** The effective area of digital display may not exceed 150 square feet.

(b) **Display.**

(1) The display comes equipped from the factory with automatic dimming technology which adjusts the sign's brightness based on ambient light. A maximum of 7500 NITs during daylight with a maximum of 700 NITs at night are the factory parameters.

(2) Before the issuance of a digital display sign permit, the applicant shall provide written certification from the sign manufacturer that:

(A) the light intensity has been factory programmed to comply with the maximum brightness and dimming standards in subsection (a) (1) and

(B) the light intensity is protected from end-user manipulation.

(c) **Change of message.** Changes of message must comply with the following:

(1) Each message must be displayed for a minimum of 8 seconds

(2) Changes of message must be accomplished within two seconds.

(3) Changes of message must occur simultaneously on the entire sign face.

(4) The sign shall display static images. No flashing, dimming, or brightening of message is permitted except to accommodate changes of message.

Trophy Club Town Center

2240 TX-114
Trophy Club, TX 76262 (0 - 3 mi)

Two-Way Average Daily Traffic on Trophy Club Dr.

46,166 Vehicles per **Day**

1,384,980 Vehicles per **Month**

16,850,590 Vehicles per **Year**

With a load factor of 1.5 people 18+ years of age per vehicle, traffic at your location delivers 69,249 daily impressions.



(• 1 dot = 200 people)

Population Statistics

Summary

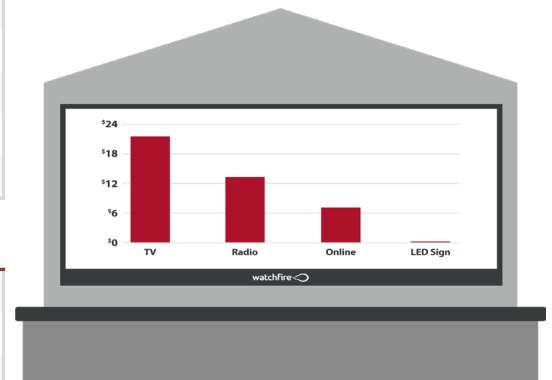
2020 Census	32,161
2023 Estimate	34,702
2028 Projection	36,232
'20 - '23 % Change	7.9%
'23 - '28 % Change	4.4%

Age Cohorts

Median Age: 41.9

Population: < 18	8,216	23.7%
Population: 18 - 35	6,622	19.1%
Population: 35 - 50	6,580	19.0%
Population: 50 - 65	8,097	23.3%
Population: > 65	5,187	14.9%

CPM Comparison



An LED display's CPM is often far lower than the CPM of traditional media.

To calculate your estimated cost per thousand impressions, or CPM, divide the daily cost of your new display by the number of impressions per day, and multiply by 1000.

Education

HS grad. or less	3,810	16.7%
Some college	4,289	18.8%
Assoc./prof. degree	2,192	9.6%
Bachelor's degree	8,405	36.9%
Master's or higher	4,099	18.0%

Mode of Transportation to Work

Car, truck, or van	11,878	97.2%
Public trans.	0	0.0%
Motorcycle	0	0.0%
Bicycle	24	0.2%
Walked	144	1.2%
Other means	172	1.0%

Yearly Income by Household

Average HH Income:	\$204,230
Median HH Income:	\$148,023

Your Local Watchfire Contact

Legacy Signs of Texas

Bill Swift
bill@legacysignsoftexas.com
903-681-1705

This Report Was Prepared By:

Rick Brown

Watchfire Signs makes no representation concerning the accuracy of data obtained from state or national geodatabase sources.

2024-Apr-22

watchfire

On Premise Quote



QUOTE NUMBER: 2405714.0 (Version 0) DATE: 3/21/2024

SIGN ID: 1882569 W10

Legacy Signs Of Texas LLC 9010574

Bill Swift,
7923 E McKinney St
Denton, TX 76208-2020
(903) 681-1705
bill@legacysignsoftexas.com

Shipping Destination

Legacy Signs Of Texas LLC
7923 E McKinney St
Denton, TX 76208-2020

Job Site

Name: Trophy Club Town Center Monument
Address:
City:
State: Zip:

PRODUCT SPECIFICATIONS

Pixel Pitch:	W10mm LED RGB
Pixel Matrix:	240 X 480
Ventilation Style:	Rear Ventilation*
Cabinet Size:	8ft 4in H x 17ft L x 8in D
Viewing Area:	8ft H x 16ft L
Cabinet Style:	Single Face
Character Size:	30 lines / 96.0 Characters at a 3" type
Approx. Weight:	1487.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies
Mfg. Lead Time:	7-9 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)
Electrical Service:	240 VOLT 4 WIRE 40.0 amps (40.00 per face) Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. <i>Example: 49.8 KWHrs a day x \$0.12 = \$5.98/Day</i>

OPTIONS

Software	Ignite OPx (cloud-based)
Software Training	Web Based Software Training
Communications	OPx - 4G Cellular
Wireless Data Plan	Life-of-sign Data Plan
Power Requirements	Standard As Quoted
Sign Mounting Kit	Mini Stringers
Technician On-Site	Not Ordered
Warranty	Standard 5-Year Parts Warranty

***Rear Ventilation Display:** Rear vent signs require proper access for air flow behind the display cabinet. Design your structure to adhere to the Ventilation Guidelines in this document.

STANDARD FEATURES

Brightness	NITs Maximum Daytime 7500 NITs Maximum; Nighttime 700
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	Up to 30FPS
Viewing Angles	150 Horizontal/95 Vertical

ORDER ACCEPTANCE

QUOTE VALID UNTIL 5/5/2024

10mm Highbrightness Color LED Message Center - Rear Ventilation

To order Sign ID 1882569, sign here and return

Crating & Shipping
To Denton, TX via Hot Shot Trailer

Signature: _____ Date: _____

Buyer acknowledges that prior to executing this Agreement Buyer has read or has had the opportunity and means to review the TERMS OF SALE and Seller's LIMITED WARRANTY, SOFTWARE LICENSE, AND LIMITATION OF LIABILITIES AND REMEDIES at <http://watchfiresigns.com/terms-and-conditions-of-sale> or in the alternative, a hard copy has been provided to Buyer and its receipt is acknowledged.

This quote/offer is expressly limited to the acceptance by the buyer of its exact terms, including the terms of sale and seller's limited warranty, software license, and limitation of liabilities and remedies, all of which are a part of the agreement. Any purchase order or related documents buyer issues to seller (even if it contains terms in addition to or inconsistent with the terms of this agreement) for this transaction shall constitute buyer's unconditional agreement to be bound exclusively by the seller's terms and conditions of this agreement, and buyer hereby agrees that such additional or inconsistent terms shall not apply nor become a part of this agreement.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2024-XX P&Z**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING ORDINANCE NO. 2024-05 P&Z, WHICH AMENDED ORDINANCE NOS. 2016-11 P&Z, 2014-06 P&Z, AND 2012-04 P&Z, KNOWN AS PD PLANNED DEVELOPMENT NO. 30 ("PD-30"), AND ALSO KNOWN AS TROPHY CLUB TOWN CENTER, WHICH IS DESCRIBED ON EXHIBIT "A" HERETO, BY PROVIDING AN AMENDMENT TO EXHIBIT "B" OF ORDINANCE NO. 2024-05 ENTITLED "PLANNED DEVELOPMENT DISTRICT DEVELOPMENT STANDARDS" BY AN AMENDMENT TO SECTION II "DEVELOPMENT STANDARDS", SUBSECTION H "SIGNAGE, CLOCK TOWER AND MISCELLANEOUS", AND SUBPARAGRAPH 1.c. "FREESTANDING DEVELOPMENT IDENTIFICATION SIGNS", TO ALLOW A MULTI-TENANT MONUMENT SIGN WITH CEVMS DISPLAY, AS MORE SPECIFICALLY SET FORTH IN EXHIBITS "B" AND "B-1", ATTACHED HERETO AND INCORPORATED HEREIN, AMENDING ORDINANCE NO. 2000-06 THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (hereinafter referred to as 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 Texas Local Government Code; and

WHEREAS, the Town previously approved Ordinance No. 2024-05 P&Z amending **Exhibit "B"** on April 22, 2024, as the Developer requested various amendments; and

WHEREAS, the Town previously approved Ordinance No. 2016-11 P&Z amending **Exhibit "B"** on March 29, 2016, as the Developer requested various amendments; and

WHEREAS, the Town previously approved Ordinance No. 2014-06 P&Z amending **Exhibit "B"** on March 3, 2014, as the Developer requested various amendments; and

WHEREAS, **Exhibit "B"**, which is entitled "Planned Development District Development Standards" to Ordinance No. 2012-04 P&Z, as amended, sets forth definitions, development standards, procedures and exhibits, each of which collectively and individually regulate the use and development of land within PD-30; and

WHEREAS, the requested amendments to **Exhibit “B”** are specifically set forth in the amended **Exhibit “B”**, a copy of which is attached hereto and incorporated herein; and

WHEREAS, after public notice was given in compliance with State law and a public hearing was conducted, and after considering the information submitted at the public hearing and all other relevant information and materials, the Town’s Planning and Zoning Commission has recommended to the Town Council the adoption of the amendments to **Exhibit “B”** as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered the proposed amendments and considered, among other things, the impact of the proposed amendments on density, the character of the land, and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and the Council does hereby find that the adoption of the amendments to **Exhibit “B”** as set forth in this Ordinance hereby accomplish such objectives; and

WHEREAS, the Town Council has determined that the proposed standards provide appropriate regulatory requirements to control future residential and non-residential developments in accordance with the Town’s Comprehensive Land Use Plan; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at a public hearing, the Town Council has concluded that the adoption of this Ordinance is in the best interests of the Town and of the public health, safety, and welfare; and

WHEREAS, the Town Council has determined that there is a necessity for the amendments to Ordinance No. 2024-05 P&Z, and the Town Council has also determined that this Ordinance should be adopted, that the proposed changes amending **Exhibit “B”** are consistent with the Comprehensive Land Use Plan, and that the terms of this Ordinance shall replace those terms contained in **Exhibit “B”** to Ordinance No. 2024-05 P&Z as specifically set forth herein and that all terms of Ordinance Nos. 2016-11 P&Z, 2014-06 P&Z, and 2012-06 P&Z that are not expressly amended by this Ordinance shall continue in full force and effect.

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

SECTION 1. INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENTS

2.01 After due deliberations and consideration of the recommendation for approval made by the Town's Planning and Zoning Commission and the information and other materials received at a public hearing, the Town Council has concluded that the adoption of this Ordinance is consistent with the Comprehensive Land Use Plan and general zoning of the Town and is in the best interests of the Town of Trophy Club, Texas, and of the general public health, safety, and welfare. Therefore, Ordinance No. 2024-05, the same being PD-30 is hereby amended in accordance with this Ordinance, and as more particularly set forth in **Exhibit "B"**, a copy of which is attached hereto and incorporated herein.

2.02 Section II "Development Standards", Subsection H "Signage Clock Tower and Miscellaneous", Subparagraph 1.c "Freestanding Development Identification Signs" of **Exhibit "B"** which is entitled "Planned Development District Development Standards" is specifically amended and replaced in its entirety to read as follows:

"c. Freestanding Development Identification Signs.

- i. Number of signs, location, size and lighting shall be determined by SUP.
- ii. Notwithstanding numeral "i" (above), the following Monument Sign shall be allowed: A multi-tenant monument sign with CEVMS display, depicted in Exhibit "B-1", shall be allowed for 2200 SH 114, Lot 2, Block A of Trophy Club Town Center Addition. This sign shall not exceed 35 feet in height and shall not exceed 17 feet in width. The CEVMS panel shall not exceed 128 square feet and the tenant panel cabinet shall not exceed 220 square feet. The structure shall be made of fabricated aluminum with a faux soldier brick line, painted to match the existing building's brickwork and the stone veneer will match the building stone. The rear portion of the sign shall be constructed of stone veneer with no additional signage on its façade. The portion of the sign indicating the Trophy Club Town Center will include reverse channel letters illuminated at 6500 white with a dark bronze outline. No portion of the sign shall exceed one-half (½) lumen measured at the nearest residentially zoned property line. The CEVMS display time shall be governed by TxDOT regulations, as they exist or may be amended."

2.03 Amendment to Comprehensive Zoning Ordinance. Ordinance No. 2000-06 P&Z of the Town of Trophy Club, Texas, the same being the Town's Comprehensive Zoning Ordinance, is hereby amended to reflect the development standards set forth in **Exhibit "B"** and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed:

The development standards for this PD Planned Development are attached hereto as **Exhibit “B”**, “Planned Development District Development Standards”, and are incorporated herein as if copied in their entirety. Such standards and regulations include, but are not limited to, General Conditions, Development Standards, Procedures, and Exhibits. Such Planned Development District Development Standards as amended hereby shall be adhered to in carrying out the development of the Land in accordance with this Ordinance, and shall individually and collectively constitute conditions precedent to the granting of any building permit or Certificate of Occupancy for all structures and Land within PD Planned Development No. 30.

SECTION 3. APPLICABLE REGULATIONS

In all respects, the land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town.

SECTION 4. ZONING MAP AMENDMENT

The Planning and Zoning Coordinator is hereby directed to mark and indicate on the official Zoning District Map of the Town the zoning change herein made.

SECTION 5. CUMULATIVE REPEALER

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. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other Ordinance affecting regulations governing and regulating the zoning, platting, and subdivision of land which have secured at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word

in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 8. PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 9. PUBLICATION

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption and penalty clause of this Ordinance as required by Section 3.16 of the Town's Charter.

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective from and after its date of adoption and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas on this 24th day of June, 2024

Jeanette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:

Tammy Dixon, Town Secretary
Town of Trophy Club, Texas

APPROVED TO AS FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas

EXHIBIT "A"

The subject property is legally described as Lot 2, Block A, Trophy Club Town Center Addition, Denton County, Town of Trophy Club, Texas. The property is addressed as 2200 SH 114, Trophy Club, Texas 76262.

FRONT VIEW

- 35'-0" OAH.
- 18'-6" CABINET
- 17'-0" CAP & E.M.C.
- 13'-5" STONE
- 11'-10" CABINET
- FABRICATED ALUMINUM CAP P/M EXISTING BUILDING CAPS
- FABRICATED ALUMINUM TRIM P/M BUILDING MAIN COLOR
- HOU FAUX SOLDER BRICK LINE, PAINTED TO MATCH EXISTING BUILDING BRICK
- (1) 5' x 8' x 16" WATCHFIRE 10MM E.M.C. DISPLAY
- HOU FAUX SOLDER BRICK LINE, PAINTED TO MATCH EXISTING BUILDING BRICK
- FABRICATED ALUMINUM TRIM P/M BUILDING MAIN COLOR
- S.G. ALUM. FAB. CABINET SIGN - 2'-6" DEEP FILLER - 20" RETAINERS & 20" DIVIDER BARS - PRINTED 313 DK. BRONZE - .090 INDIVIDUAL TENANT PANELS - INTERNALLY ILLUMINATED w/ WHITE LED MODULES AS REQ'D.
- STONE VENEER TO MATCH BUILDING STONE
- FABRICATED ALUMINUM TRIM P/M BUILDING MAIN COLOR
- 3" DEEP REVERSE CHANNEL LETTERS, 6500K WHITE ILLUMINATION - P/M APC 313 DK BRONZE WITH OUTLINE TO MATCH MAIN BUILDING COLOR - MTD. 2" OFF OF STONE w/ SPACERS CONCRETE MAINTENANCE PAD

COOK CHILDREN'S	STARWOOD CAFE
THAI TASTE	WINGSTOP
VO VETS	JERSEY MIKES
BEEH	ANAMIAS
LIGHT SAUNA	TEXMEX
VISION CARE	DAVID RYAN SALON
GENUINE SHIRLES	TROPHY NAIL SALON
PREFORM CHIROPRACTIC	YOGA 6
SOCIAL OAK	POKI BOWL
ROSATIS PIZZA	TROPHY CLUB VISION CARE
PET BAR	

TROPHY CLUB TOWN CENTER

BACK SIDE

- 14'-1" BASE
- 6'-10" CAP
- 3'-6" STONE

END VIEW

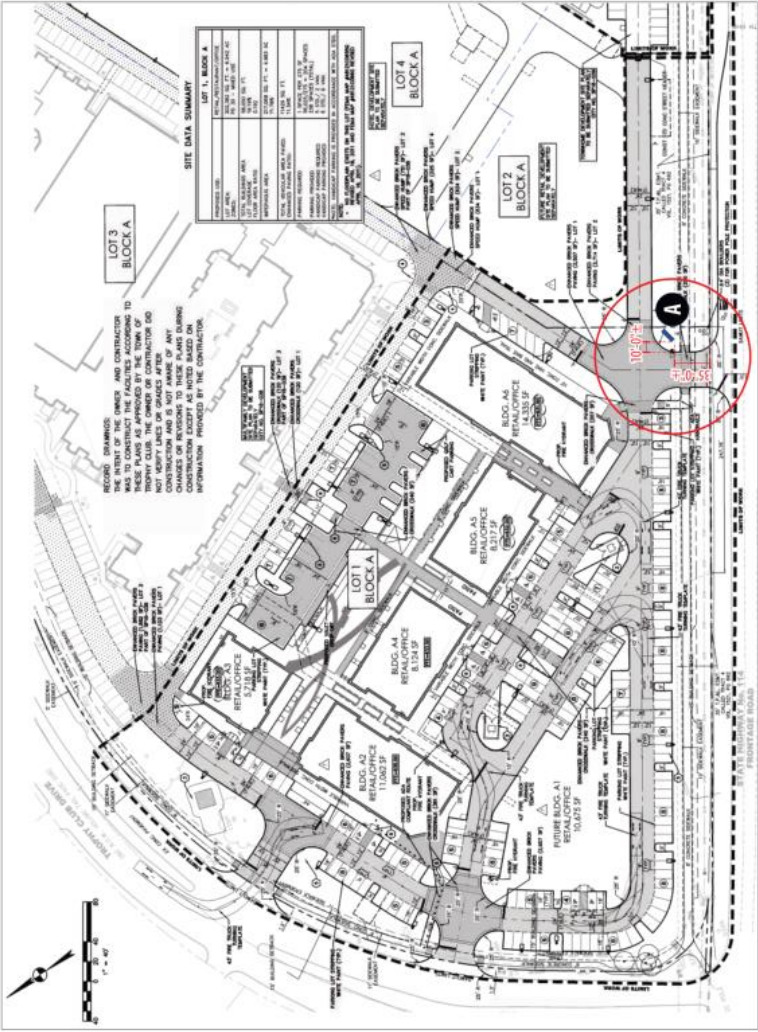
SCALE 3/16"=1'-0"

S/F MULTI-TENANT MONUMENT (EAST ELEV.)

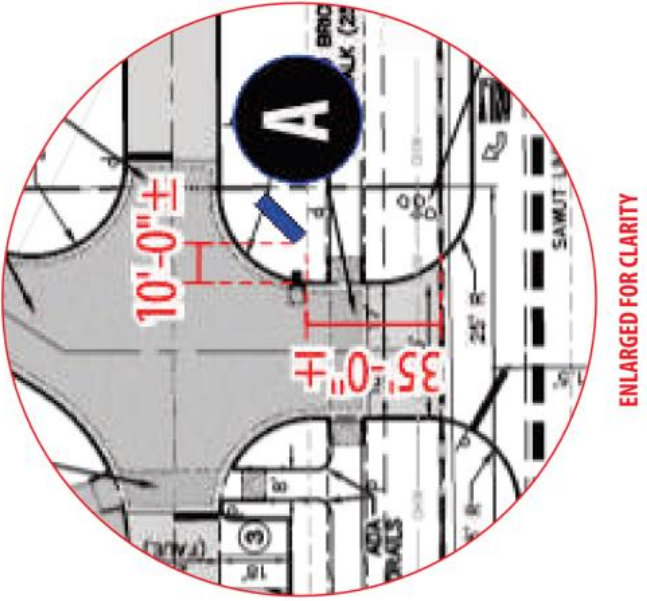
(1) ONE REQUIRED-MANUFACTURE AND INSTALL

\$95 SQ FT





SITE PLAN - AERIAL VIEW



6/4/2024

LIGHTING STUDY

Watchfire Signs has been manufacturing outdoor electric signs since 1932 and LED signs since 1996. Currently, we have more than 60,000 LED signs in operation worldwide.

History of Optical Measurements and Calculations

Outdoor signs using incandescent light bulbs commonly measured illuminance using meters that report brightness in foot-candles. This unit is the standard measurement partly because a light bulb is a source of light that illuminates equally in all directions. LED signs are measured with the same meter even though its light does not illuminate equally in all directions. LED signs are designed to be highly directional, which is an advantage. LEDs allow light to be directed toward an intended audience, rather than dispersed in a wider arc out from the face of the sign.

In the LED industry luminance, or the intensity of visible light, is measured by nits, where one candela per square meter is equal to one nit. However, luminance meters are expensive, difficult to use in the field, and are not ideal for lighting studies commonly used for meeting local permitting requirements. As a result, LED signs are often evaluated using foot-candle measurements.

A foot-candle is the amount of light produced by a single candle when measured from one foot away. For reference, a 100-watt light bulb produces 137 foot-candles from 1 foot away, .0548 foot-candles from 50 feet away, and .0137 foot-candles from 100 feet away.

Watchfire Signs is Compliant with National Lighting Requirements

Watchfire Signs has adopted brightness standards endorsed by both the International Sign Association (ISA) and Outdoor Advertising Association of America (OAAA). Watchfire Signs' products meet the requirements set forth by both associations of no more than 0.3 foot-candles above existing ambient light levels. Total foot-candles are dependent on size and distance and can be adjusted as needed.

Automatic Brightness Adjustment: All Watchfire signs automatically adjust brightness levels using either a 100-step hardware photocell, or what is referred to as a software photocell (hardware photocells are optional on OP Signs). Using the software photocell, the sign will automatically adjust brightness based on the longitude and latitude location of the sign. The sign is appropriately dimmed or brightened based around daily sunrise and sunset. A hardware photocell will automatically adjust a sign's brightness relative to changes in ambient light levels. For both options, a sign operator can manually decrease the brightness from standard settings, but for safety reasons and in conformance to industry codes, Watchfire cannot allow signs to operate brighter than standard settings.

Equipment used by Watchfire Signs to Measure Luminance

Foot-candles/Lux - Minolta Illuminance Meter T-10
Nits/candela/sq. m – Minolta Luminance Meter LS-100
Sign Calibration – Minolta CS-1000 Spectra radiometer

The proceeding study uses actual lab measurements made on modules using an illuminance meter. These measurements and extrapolations were then scaled up to the size of the sign and distance corrections were made using the inverse square law.

SIGN LIGHTING STUDY

Sign Details

Size: 8' x 16'

Location: *Trophy Club Town Center, 2240 TX-114, Trophy Club, TX 76262*

The table below represents a LED sign, demonstrating the increase in illuminance from the sign during normal night operation. The values are within the standards of both the ISA and OAAA and indicate that the ambient light broadcast into the surrounding area has minimal effect.

Foot-candles at night under normal operation					
	Horizontal Viewing Angle				
Viewing Distance (ft)	0°	20°	40°	60°	70°
100	0.33	0.31	0.27	0.19	0.11
200	0.08	0.08	0.07	0.05	0.03
300	0.04	0.03	0.03	0.02	0.01
400	0.02	0.02	0.02	0.01	0.01
500	0.01	0.01	0.01	0.01	0.00

Example Broadcast of Light at Distances and Angles



Conclusion

Given the above comparisons and measurements, the area will see an almost undetectable difference in ambient light after installation of the digital LED Sign.

Ray Digby

Office 800-637-2645, ext 3006

email ray.digby@watchfiresigns.com



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider a resolution casting the Town of Trophy Club's vote appointing a candidate to the Denco Area 9-1-1 District Board of Managers. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district”. Each year the term of one of the two members appointed by participating municipalities expires.

Denco Area 9-1-1 District is requesting each participating municipality vote for one of the nominees, with a deadline of July 31, 2024. Jim Carter and Greg Kohn are the nominees.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the draft resolution as to form and legality. The resolution will be finalized pending the Town Council's selection of one of the nominees.

ATTACHMENTS:

1. Denco Area 9-1-1 District Board of Managers Voting Packet
2. Draft Resolution Denco 9-1-1 2024

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve a resolution casting the Town of Trophy Club's vote appointing either Jim Carter or Greg Kohn to the Denco Area 9-1-1 District Board of Managers.



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Greg Ballentine, Executive Director

DATE: June 3, 2024

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On April 1, 2024, the Denco Area 9-1-1 District requested municipalities to nominate a representative to the district board of managers for the two-year term beginning October 1, 2024. Denco received the following nominations by the May 31, 2024 deadline:

<u>Nominee</u>	<u>City/Town Making Nomination</u>
Jim Carter	City of Aubrey City of Lewisville City of Oak Point City of Pilot Point City of The Colony Town of Bartonville Town of Copper Canyon Town of Double Oak Town of Hickory Creek
Greg Kohn	City of Highland Village

The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection by **5 p.m. on July 31, 2024**. No votes will be accepted after that time. If a nominating municipality does not formally vote, it's nomination will automatically count as a vote for its nominee. Please send a copy of the resolution recording council action. We have provided candidate resumes and a list of current Denco board members.

Please send a copy of your council's official action to the Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or to Melinda Camp at melinda.camp@denco.org. We will acknowledge receipt of all votes.

Thank you for your assistance in this matter.

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Postgraduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
Former President	Denton County Emergency Services District #1 15 years Fire and Emergency Medical over 65 square miles Serving 5 Argyle, Bartonville, Copper Canyon, Draper, and Northlake, Robson Ranch, Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Former Texas State Board Member-	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-Current	Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.
Mission Leader – Guatemala	Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.
Team Leader	Provide housing and food to victims of Hurricane Katrina.
Team Leader	Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System	Trustee – 10 Years
University of North Texas	President’s Council
Texas Student Housing Corp	Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin
Boy Scouts of America	Longhorn Council, District Chairman
First Baptist Church, Trophy Club	Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy	11 years – active and reserve service
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Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District

GREGORY LEE KOHN

416 Abilene Court
Highland Village, Texas 75077
Cell (817) 308-8334
greg.kohn1@gmail.com

WORK HISTORY

REPEAT REALTY *Residential Sales Agent*

June 2021 - Present

CITY OF LEWISVILLE, FIRE DEPARTMENT

Retired June 2017 to pursue advanced degree through Texas A&M University, Bush School of Government and Public Service. Degree program completed in December 2019.

Division Chief - Support Services

January 2016 - June 2017

Responsibilities included maintenance and function of all (seven) fire stations and emergency equipment as well as procurement and maintenance of all Personal Protective Equipment. Responsible for the functions of on-call Duty Chief when required per rotation.

Key Accomplishments:

- Lead planning and construction of two new fire stations with a budget of \$11,000,000, which involved coordinating with other departments, City leadership, elected officials, and outside architects and contractors.
- Directed the Apparatus Specification Committee, which was responsible for planning and building of all department apparatus, which included two \$500,000 fire engines and a \$1,300,000 ladder truck.

Battalion Chief

May 2007- January 2016

Responsibilities included supervision of seven fire stations and 43 personnel. Responded to and commanded emergency calls in the City, including incidents on Lake Lewisville. Emergency responses often involved coordinating with multiple mutual aid departments. Responsible for all personnel related actions including training, instruction, and disciplinary issues. Responsible for daily staffing needs and monitoring overtime controls. Mentored all Captains to maintain constant readiness for any emergency, both in fire operations and emergency medical services.

Key Accomplishments:

- Participated in the hiring process for entry-level firefighters and internal promotional processes.
- Assisted multiple area Fire Departments with promotional interviews.

Captain/Paramedic

July 2003 - May 2007

Supervised station personnel and day-to-day operations at a six-person fire station. Responsible for training, evaluation, mentoring, and discipline of assigned personnel during emergency and non-emergency situations. Acted as shift Commanding Officer in rotation in the absence of the Battalion Chief.

Division Chief-Public Education

September 2001 - July 2003

Responsible for public education, emergency management, crisis management, and Public Information Officer role. Oversaw planning and execution of the annual department Open House during Fire Prevention month. Drafted and submitted multiple departmental grant applications. Responsible for emergency operations center and City's emergency operations plan. Performed function of duty chief on rotating basis.

Key Accomplishments:

- Served as the primary State contact as the Emergency Management Coordinator for the City which involved dealing with multiple State and other outside stakeholders, both public and private. Responsible for assuring that all City personnel were trained and ready to handle all anticipated emergency situations that might occur in the area.
- Developed "After the Fire" Program offering assistance to displaced families.
- Expanded school education program for Fire Prevention Month and developed elementary school reading program.
- Composed grant application that resulted in Lewisville receiving a grant from the Assistance to Firefighters Grant program for a flashover simulator, which was the first in the State of Texas. This training aid served multiple departments in Denton County.
- Served as alternate chair of the City Weapons of Mass Destruction Task Force following 9/11.

WORK HISTORY, Cont.

Captain/Paramedic

July 2000 – September 2001

Supervised station personnel and day-to-day operations of 12-person fire station. Responsible for training, evaluation, mentoring and discipline of assigned personnel during emergency and non-emergency situations. Provided communication to affected citizens during emergency situations.

Key Accomplishments:

- Lead team responsible for Personal Protective Equipment and uniforms for entire department, including development and compliance with budget.

Driver/Engineer/Paramedic

September 1997 – July 2000

Performed all necessary functions and duties required for the position, including supervision of firefighters and completion of incident written reports. Trained assigned personnel on the duties of the Driver position. Assisted station Captain with various assigned areas of responsibility. Began performing Acting Captain duties in September 1999.

Key Accomplishments:

- Served on Apparatus Selection Committee and Employee Relations Committee (ERC). Involvement with the ERC included regular meetings with Fire Department administration to discuss various issues that were relevant to station personnel and communication of the results.

Firefighter/Paramedic

January 1992 – September 1997

Performed all necessary duties related to firefighting and paramedic responsibilities. Began performing Driver functions January 1994. Obtained Paramedic Certification in January 1997.

CITY OF LANCASTER, FIRE DEPARTMENT

Firefighter/EMT

April 1989 - January 1992

Performed all necessary activities related to firefighting and EMT responsibilities. Obtained EMT Certification in August 1989.

EDUCATION

Texas A&M University

January 2018 - December 2019

Bush School of Government and Public Service

Executive Master of Public Service and Administration with a focus on Emergency Management and Homeland Security

American Public University

May 2011 - November 2015

Bachelor of Science

Fire Science Management with Honors

CERTIFICATIONS

- Certified Firefighter, Master
- Certified EMT/Paramedic- Expired 10/31/2021
- Instructor, Intermediate
- TEEX Fire Officer I – II
- ICS-100, 200, 300, 400
- NIMS-700, 701, 703, 800

**COMMUNITY
SUPPORT**

Cross Timbers Rotary Member

January 2022 – Present

Support local community activities. Coordinated event permitting process with the City of Flower Mound for the 2022 and 2023 “Duck Derby”, as well as overseeing public safety for the event in 2023. This event raised over \$100,000 for local charities. Serve as New Member Mentor for those seeking membership.

Highland Village Planning & Zoning Committee, Alternate

August 2022 – September 2023

Denco Area 9-1-1 District Board of Managers FY2024

Bill Lawrence, Chairman

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2025
- Former Mayor of Highland Village
- Businessman, Highland Village

Sue Tejml, Vice Chair

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2025
- Former Mayor of Copper Canyon
- Attorney at Law, Copper Canyon

Jim Carter, Secretary

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2024
- Former President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

Jason Cole

- Appointed by Denton County Commissioners Court
- Member since October 2020
- Term expires September 2024
- Businessman, Denton

Chief Jason Collier

- Appointed by Denton County Fire Chief's Association
- Member since October 2023
- Term expires September 2025
- Fire Chief, City of Highland Village

All voting members serve two-year terms and are eligible for re-appointment.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING THE TOWN OF TROPHY CLUB'S VOTE TO APPOINT A CANDIDATE AS A MEMBER OF THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District; and

WHEREAS, The Denco Area 9-1-1 District requests that each municipality vote for one of the candidates and advise the district of its selection; and

WHEREAS, the Town Council finds that the passage of this resolution is in the best interest of the citizens of Trophy Club.

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

SECTION 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated into this resolution as if fully set forth herein.

SECTION 2. The Town of Trophy Club hereby VOTES TO APPOINT _____ as a member of the Board of Managers of the Denco Area 9-1-1 District for the two-year term beginning October 1, 2024.

SECTION 3. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this the 24th day of June 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to pay Oncor Electric Delivery Company, LLC \$43,215.12 for services rendered to lower a main power line required by the Indian Creek/Fair Green Storm Drainage Project. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: In 2020, the Town Council approved the engineering and administration of the Indian Creek/Fair Green Drainage Project to alleviate flooding affecting several homes during heavy rain events. The project was awarded to Teague Nall and Perkins (TNP), the Town's contracted engineers, and Canary Construction, which submitted the winning bid of \$1,037,200. Funding for the project was available from the 2017 Bond proceeds, which had an unspent balance of \$1,187,000.

Canary Construction scheduled the project to begin in February 2022, pending the completion of an Oncor subsurface utility engineering (SUE) study, line locates, and de-energizing electrical lines. In November 2021, Oncor and TNP conducted the SUE study, which determined that a main power line needed to be lowered to accommodate the installation of a larger storm drain box culvert. The estimate included re-burying a UG 1/0 conductor and a #4 AL SL UG conductor at a deeper depth and removing a line on Fair Green Drive. The proposal also included replacing one #1/0 UG conductor, removing the #4 AL SL UG conductor, and removing and replacing a streetlight. The estimated cost for this service was \$43,215.12, to be invoiced upon completion of construction and paid from the remaining 2017 bond proceeds. However, no invoice was received from Oncor throughout the project.

In January 2023, the project was completed, and the final invoice from Canary Construction for the release of retainage, the final pay affidavit, and the consent of surety were submitted. In April 2024, staff received an invoice from Oncor for the electrical relocation and boring services completed during the Inverness drainage project. The current funding source for this invoice will be the 2021 Bond Funds, which has a balance of \$2.2 million.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The current funding for the Oncor payment will be from the 2021 Bond Fund. The current balance in that fund is approximately \$2.2 million.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Statement of charges for WO 20382952

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to pay Oncor Electric Delivery Company, LLC \$43,215.12 for services rendered to lower a main power line required by the Indian Creek/Fair Green Storm Drainage Project.



Statement of Charges

PO Box 910104
Dallas TX 75391-0104

Date: 6/3/2024
Project No: 20382952
Transaction ID: 17990

Hall, Mikayla
214-769-3908
Mikayla.Hall@oncor.com

Bill To:

Matthew Cox
Matthew Cox
1 Trophy Wood Dr
Trophy Club, Texas 76262

Project Location

Street Address:
22 Fair Green Dr
City: Trophy club
County: Denton

Billing Description	Amount Due
REBORE ONE 1/0 UG CONDUCTOR, REMOVAL STREETLIGHT CONDUCTOR A	\$43,215.12
Price quoted is valid for thirty (30) days from the date of this document. Total	\$43,215.12

Remittance Options:

Check Instructions

Make all checks payable to Oncor Electric Delivery Company, LLC
OR

Electronic Funds Transfer / EFT Instructions

JP Morgan Chase Bank / Dallas
Account #08806169791
Routing #'s
ABA: 021-000-021 (Wire Transfer)
ABA: 111-000-614 (ACH payments)
Federal Tax ID: 75-2967830

If an EFT is made please have your financial institution include the tracking number
Also, email Confirmation number and transfer date to

THANK YOU FOR YOUR BUSINESS!



REMITTANCE SLIP

Detach this portion of the invoice to accompany payment and mail it with your check
Checks are to be made payable to **Oncor Electric Delivery Company, LLC**
Please retain the above statement for your records

Remit To
Oncor Electric Delivery Company, LLC
Attn: Harris, Jennifer; Hall, Mikayla
PO Box 910104
Dallas TX 75391-0104

Customer Name

Matthew Cox

Project Number: 20382952

Transaction ID: 17990

Total Amount Paid:

\$43,215.12



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 24, 2024

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider rescinding the previous Town Council motion on November 13, 2023 expanding the community pool amenities through Phase 2 of the Community Pool Project and authorizing the Town Manager to negotiate and execute a professional services agreement with Parkhill for public engagement, the development of pool amenity options, schematic design, and construction cost analysis services in the amount of \$101,759. (Chase Ellis, Director of Parks and Recreation)

BACKGROUND/SUMMARY:

On November 8, 2022, the City Council approved a renovation project for the community pool facility, structured into a two-phase build-out. Phase 1, completed after the 2023 swim season, involved significant upgrades including the pool's mechanical systems, restroom improvements, enhancements to the concessions and office areas, and painting amenities within the splash pad area. The motion that was voted on was "to approve the agreement with Halff & Associates for the Community Pool Capital Improvement Project not to exceed four (4) million dollars". The motion passed unanimously.

After this motion, the project was divided into two phases. Phase one consisted of upgrading the filtration systems and pump room equipment as well as improvements to the restrooms and concession building along with painting of splash pad features. Before initiating Phase 2, the Parks and Recreation Director and the Town Manager reviewed the current contract as well as the previous work that was completed and determined it was in the Town's best interest to terminate the agreement with Halff and Associates. This decision was made to introduce a new request for qualifications (RFQ) process, ensuring transparency, full project design, and community involvement in the design and construction of additional amenities for the community pool.

The new RFQ was advertised in May, inviting firms to submit their qualifications for the project. The Town received four portfolios, which were evaluated by a team consisting of Park Board Members and Parks and Recreation staff. This evaluation process focused on each firm's qualifications and their ability to deliver the project's requirements. After a thorough review and scoring of the submissions, the evaluation committee shortlisted the top two firms for interviews at Town Hall.

During the interviews, the panel assessed each firm's capability to bring value to the Town's project. Following the interviews, the committee concluded that Parkhill was the most qualified and would provide the best value to the community, given their extensive experience with similar projects. Parkhill's qualifications and proposed approach were presented to the Park Board during their monthly meeting on May 20, 2024, where a recommendation to proceed with Parkhill was unanimously approved.

At the November 13, 2023 Town Council Meeting, the Town Council moved "to approve Phase II to include the slide with the location moved out and to separate the party room for later discussion."

The motion was approved unanimously by the Town Council. This motion allowed for work to begin on the slide while generating further input and options for additional features to be added to the community pool facility. After the Town Council's action, new developments such as the contract termination with Halff and Associates, infrastructure conflicts for the desired slide location, and potential conflicts with other amenities to be considered in the future, prompted staff to recommend that planning for the entire site be set and approved by the Town Council prior to moving forward with the expense of construction drawings and engineering work. To proceed with the new professional services agreement with Parkhill, it is necessary to rescind the previous action taken by the Town Council on November 13, 2023. This rescinding action will allow for full project design, funding allocation, and additional community input. Additionally, a new professional service agreement with Parkhill aims to ensure that the community receives high-quality, well-planned amenities that meet the current needs and expectations of residents.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks and Recreation Board unanimously recommended at their May 20, 2024 meeting that the professional services agreement for Phase 2 of the Community Pool Project be awarded to Parkhill.

FISCAL IMPACT: The total project budget for phase 2 of the Community Pool project is \$2.2 million, which has been allocated from the sale of 2021 bonds and is within the current Capital Improvements budget. The combination Tax and Revenue Certificates of Obligation were issued to the Town in September 2021 for a total amount of \$4.5 million, for the purposes of (i) designing, developing, constructing and acquiring drainage improvements and facilities within the Town, including the acquisition of land therefor; (ii) designing, developing, constructing, improving and renovating Town park and recreation facilities, including the acquisition of land therefor, (iii) designing, developing, constructing, improving, extending, and expanding streets, thoroughfares, sidewalks, bridges, and other public ways of the Town, including streetscaping, streetlighting, right-of-way protection, utility relocation, and related storm drainage improvements; and acquiring rights-of-way in connection therewith.

Phase I of the contract includes facilities programming and schematic design for a cost of \$101,759. With the completion of design approval, the contract will be amended to add additional services (Phase II) to include typical architectural/engineering services targeting 15% of construction costs for both Phase I and Phase II.

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

ATTACHMENTS:

1. Trophy Club Aquatics Interview Final 5-16-2024 (1)
2. Community Pool PSA - Architect 6.12.24 - TA Reviewed
3. 42997.24-Trophy_Club-Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to rescind the previous Town Council motion

on November 13, 2023 expanding the community pool amenities through Phase 2 of the Community Pool Project and authorize the Town Manager to negotiate and execute a professional services agreement with Parkhill for public engagement, the development of pool amenity options, schematic design, and construction cost analysis services in the amount of \$101,759.



TOWN OF TROPHY CLUB

POOL RENOVATION

Parkhill + **WTI**
WATER TECHNOLOGY INC.



PRESENTATION TOPICS

- 01 **TEAM INTRODUCTIONS**
- 02 **FIRM EXPERTISE**
- 03 **AQUATICS EXPERTISE**
- 04 **DESIGN CONSIDERATIONS**
- 05 **PROJECT APPROACH**
- 06 **PROJECT DELIVERY**

Parkhill Trophy Club Outdoor Pool Renovation
Presentation May 16, 2024

2

INTRODUCTIONS



Chad Davis, RLA
Principal-in-Charge



Chris Tribble
Senior Advisor
Parks Planning & Management



James Williams, RLA
Project Manager



Clint Wofford, RLA
QA / QC



Laura Ruiz
Designer Landscape
Architecture



Larry Stone, PE, RPLS
Civil Engineer



Bradley Blount, PE
Mechanical Engineer



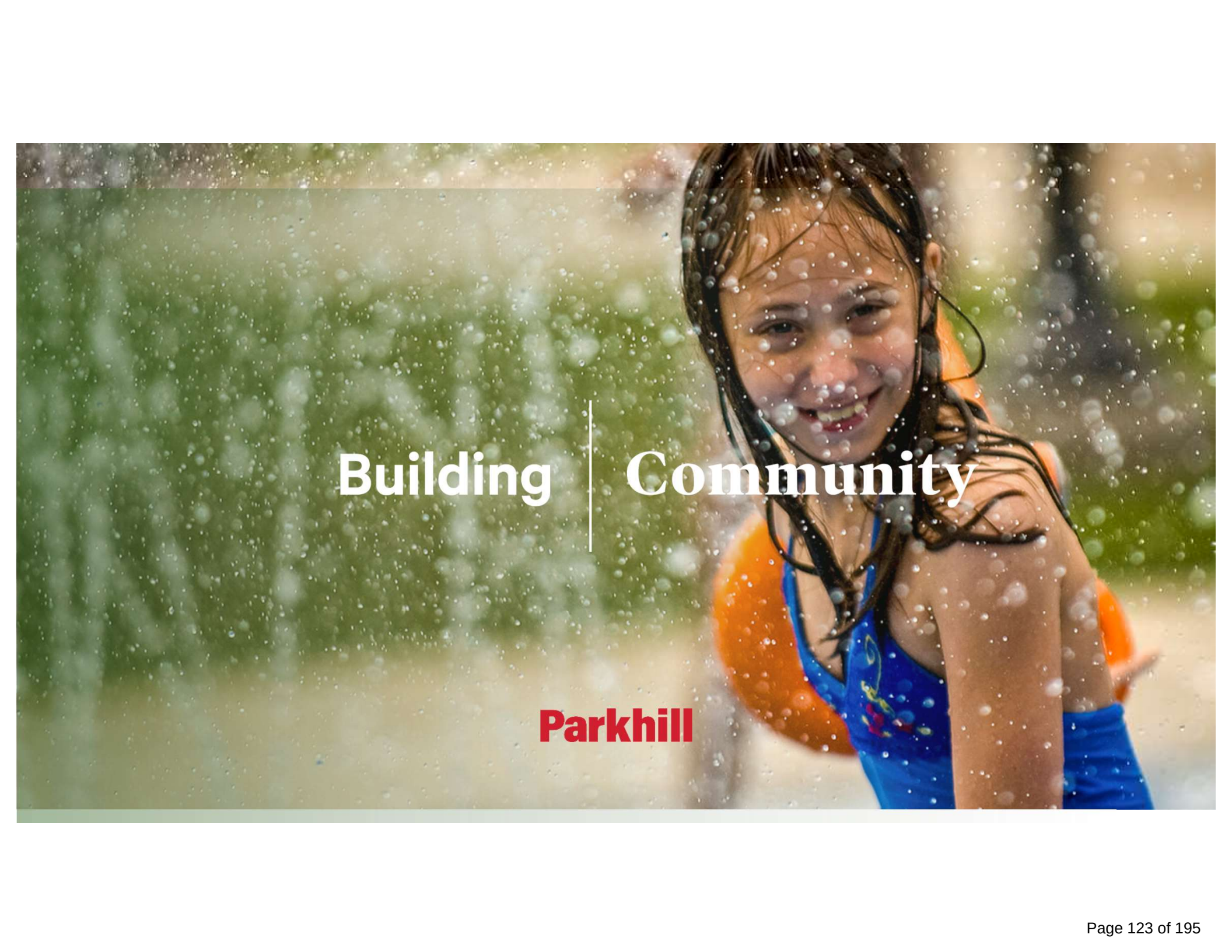
Melanie Letendre, PE
Structural Engineer



Jen Gerber
Vice President
Strategic Partnerships &
Operations



Jenn Hill
Project Manager



Building | Community

Parkhill



AVIATION



CONSTRUCTION
MANAGEMENT



SURVEYING



UTILITIES



STORMWATER
DRAINAGE



MEP



STRUCTURAL



TRANSPORTATION



TREATMENT



WATER/
WASTEWATER



SITE
DEVELOPMENT



COMMERCIAL/
OFFICE



WORSHIP



FEDERAL



SCADA



SOLID WASTE



COMMUNITY



HEALTHCARE



K-12
EDUCATION



HIGHER
EDUCATION



INTERIOR
DESIGN

25+ Areas of Practice

Parkhill



LANDSCAPE
ARCHITECTURE



PARKS



PLANNING/
URBAN DESIGN



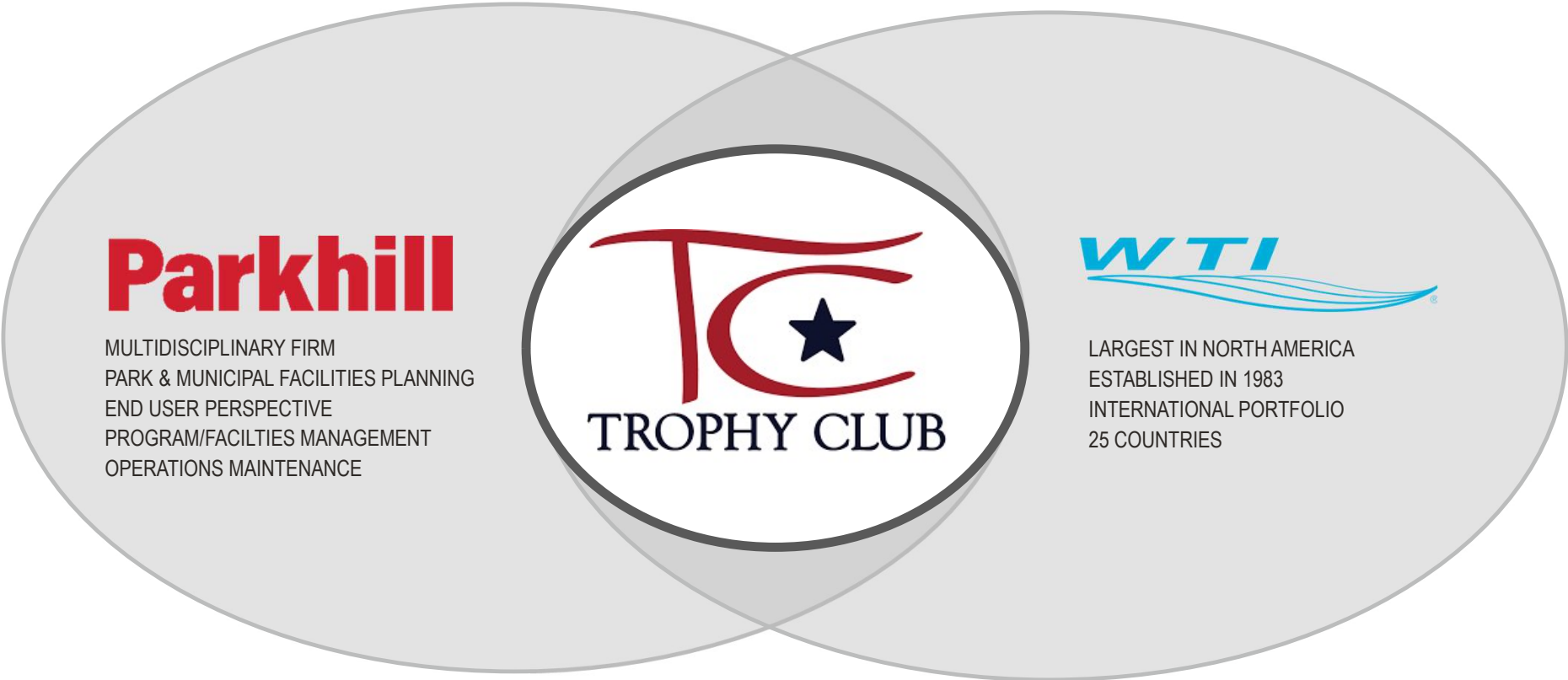
FINANCIAL



MUNICIPAL

Parkhill Trophy Club Outdoor Pool Renovation
Project
Completed May 16, 2024

TEAMING | BENEFITS





6000+

Aquatic Facilities for
Municipal and
Commercial Entities



Parkville Trophy Club Outdoor Pool Renovation
Presentation May 16, 2024



EXCITES
CONCERNS
KEY OUTCOMES
BIG IDEAS



FIRM EXPERTISE

Parkhill Trophy Club Outdoor Pool Renovation
Presentation May 16, 2024

FORT WORTH | DREAM PARK

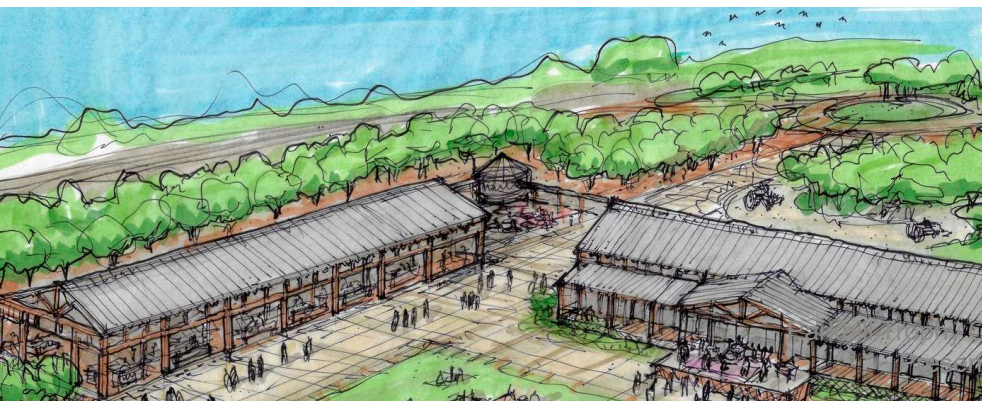


Parkhill





ALLEN | ALLEN MOLSEN FARMS PUBLIC PARK



City Outdoor Pool Renovation
Presentation May 16, 2024

12

HIGHLAND VILLAGE | DOUBLETREE RANCH PARK



13

CITY OF McKinNEY | MUNICIPAL COMPLEX

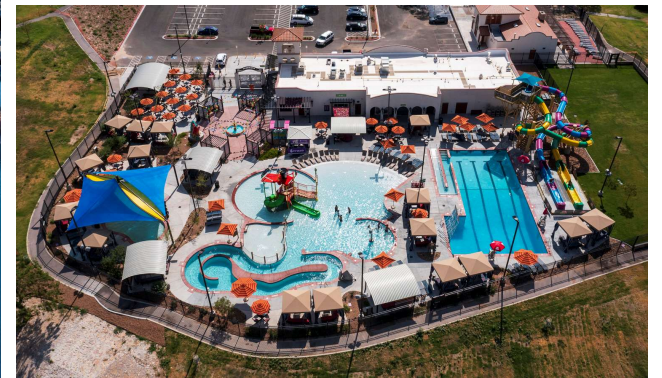
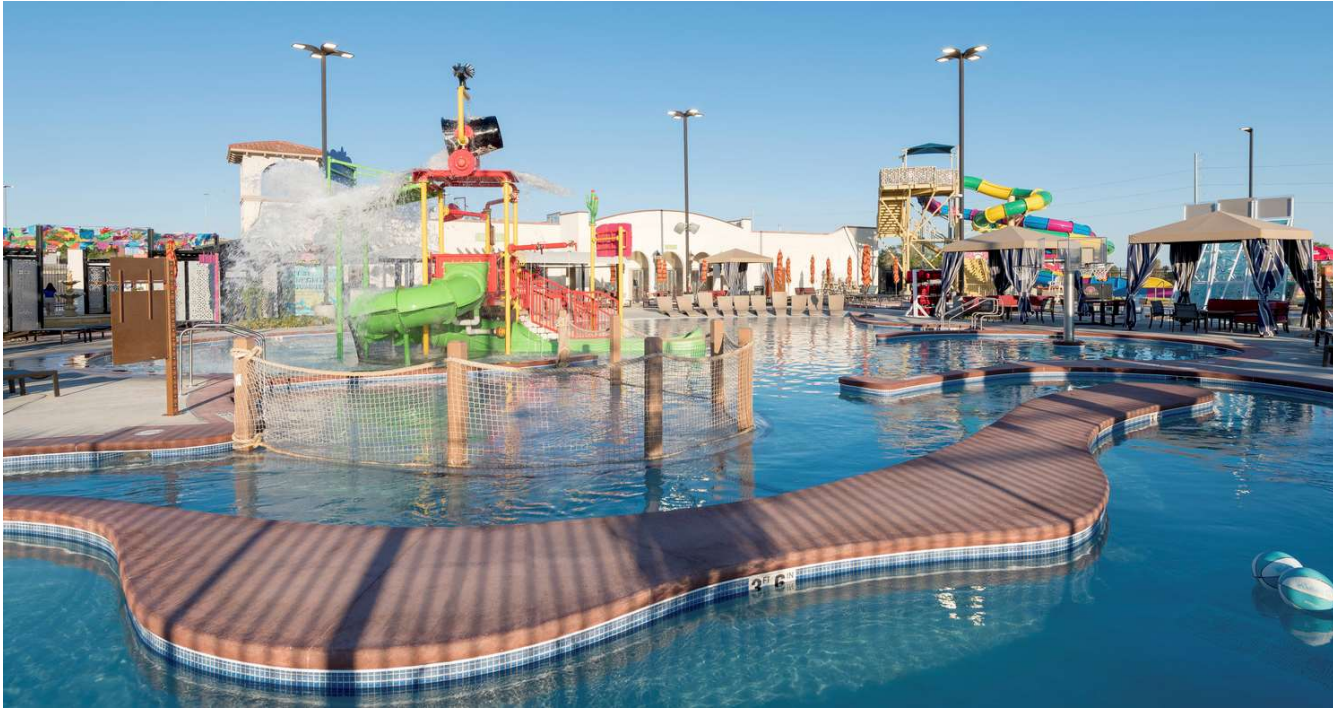




AQUATICS EXPERTISE

Parkhill Trophy Club Outdoor Pool Renovation
Presentation May 16, 2024

15

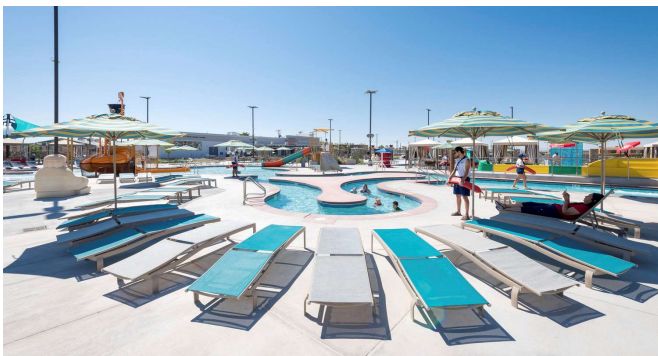


Regional Aquatic Facility Chapoteo Waterpark

El Paso, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill

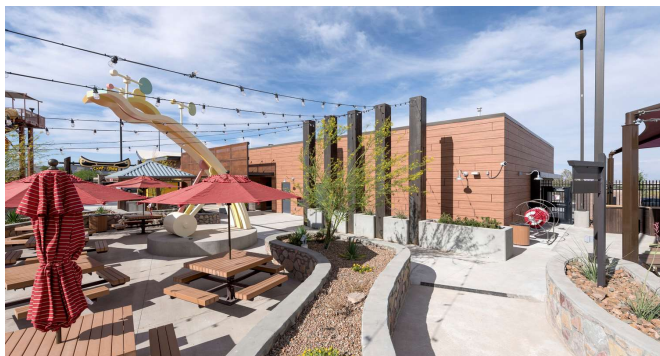


Regional Aquatic Facility The Lost Kingdom Waterpark

El Paso, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill



Regional Aquatic Facility Camp Cohen Waterpark

El Paso, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill



Cherry Park Pool Renovation

Weatherford, Texas

WTI
WATER TECHNOLOGY INC.



Bedford YMCA at Generations Park

Bedford, Texas

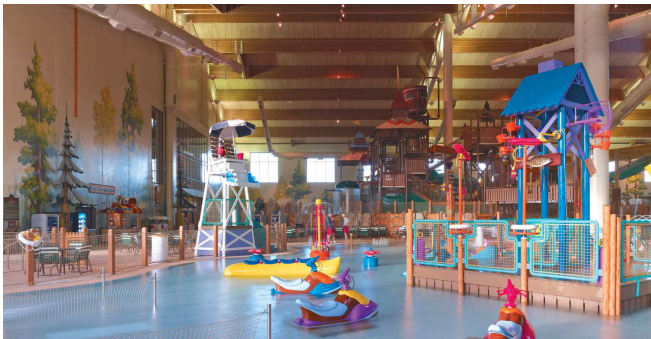
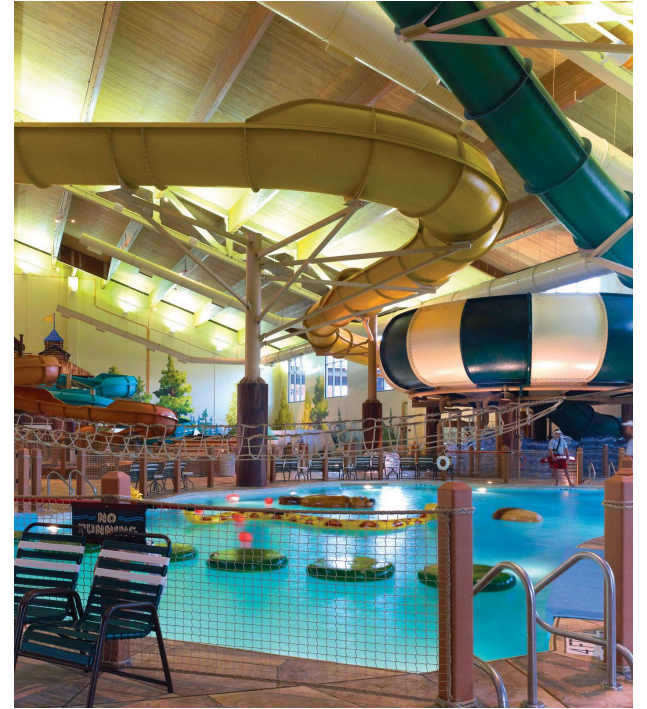
WTI
WATER TECHNOLOGY INC.



Dove Waterpark

Grapevine, Texas

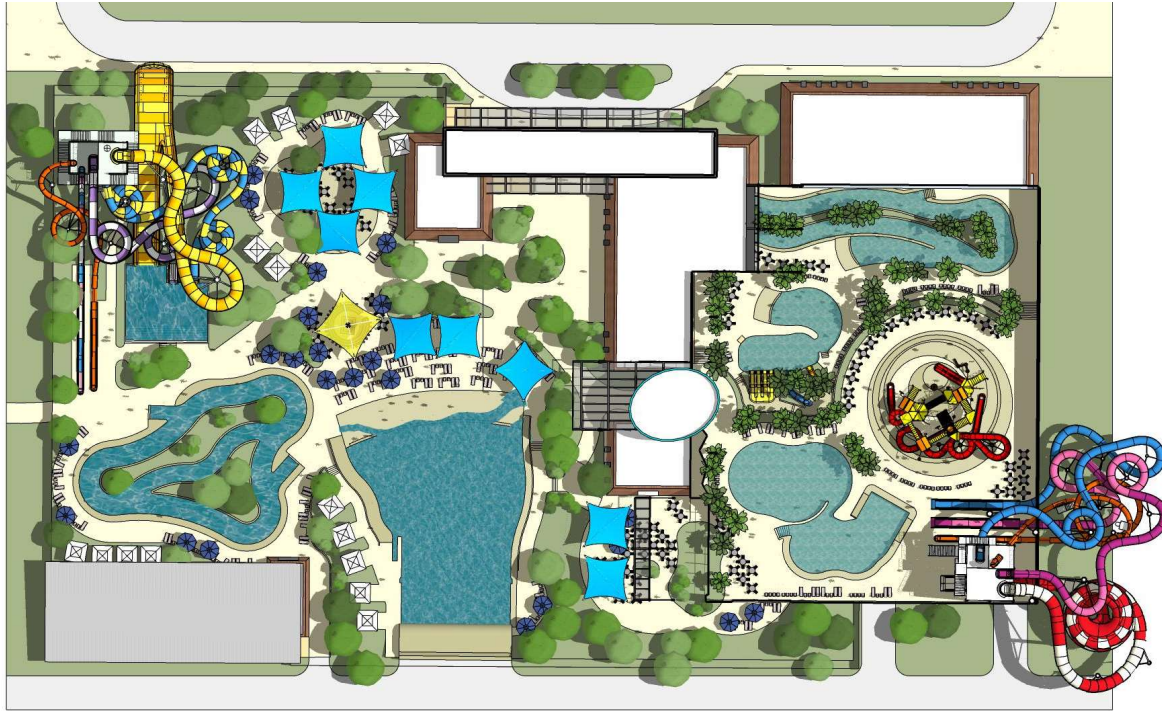




Great Wolf Lodge Resorts

Grapevine, Texas

WTI
WATER TECHNOLOGY INC.



Reeves County, Texas Waterpark Concept

Pecos, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill

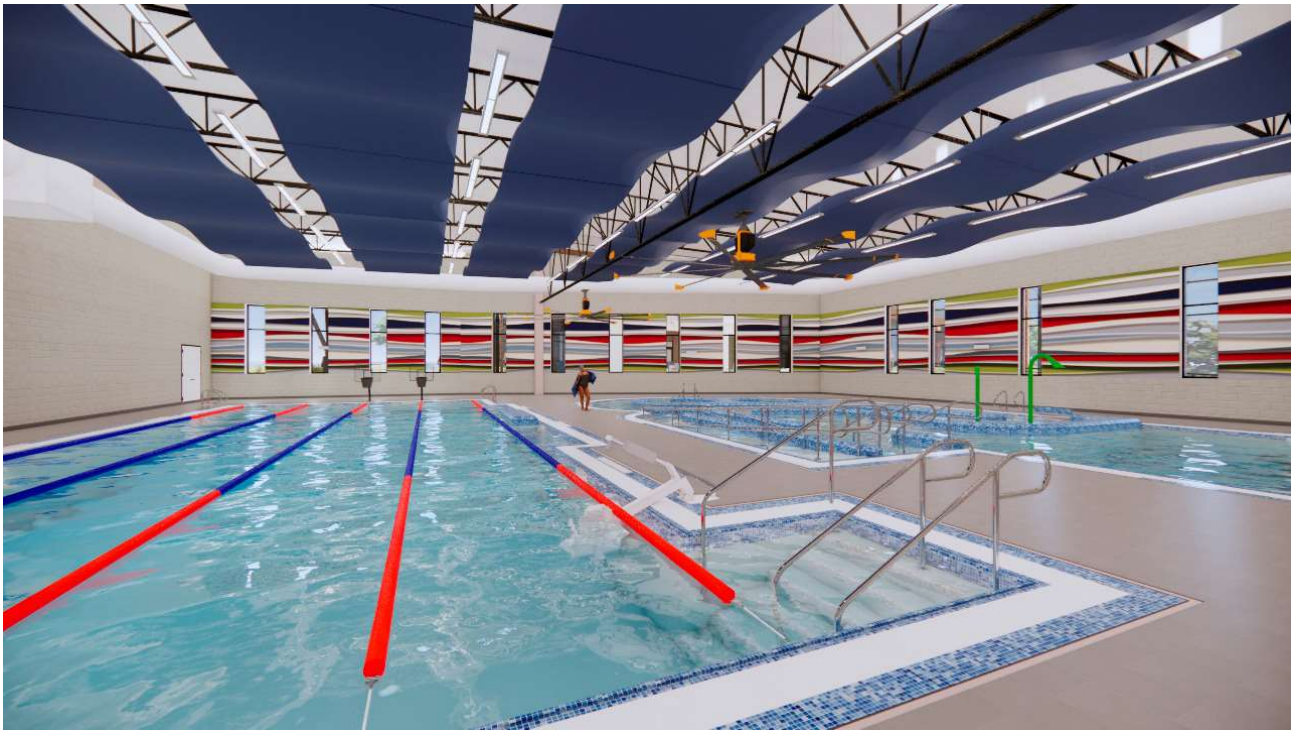


Big Spring Aquatic Center

Big Spring, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill



Arlington Active Adult Center

Arlington, Texas

WTI
WATER TECHNOLOGY INC.

Parkhill



Wisconsin Rapids Regional Aquatic Center

Wisconsin Rapids, Wisconsin

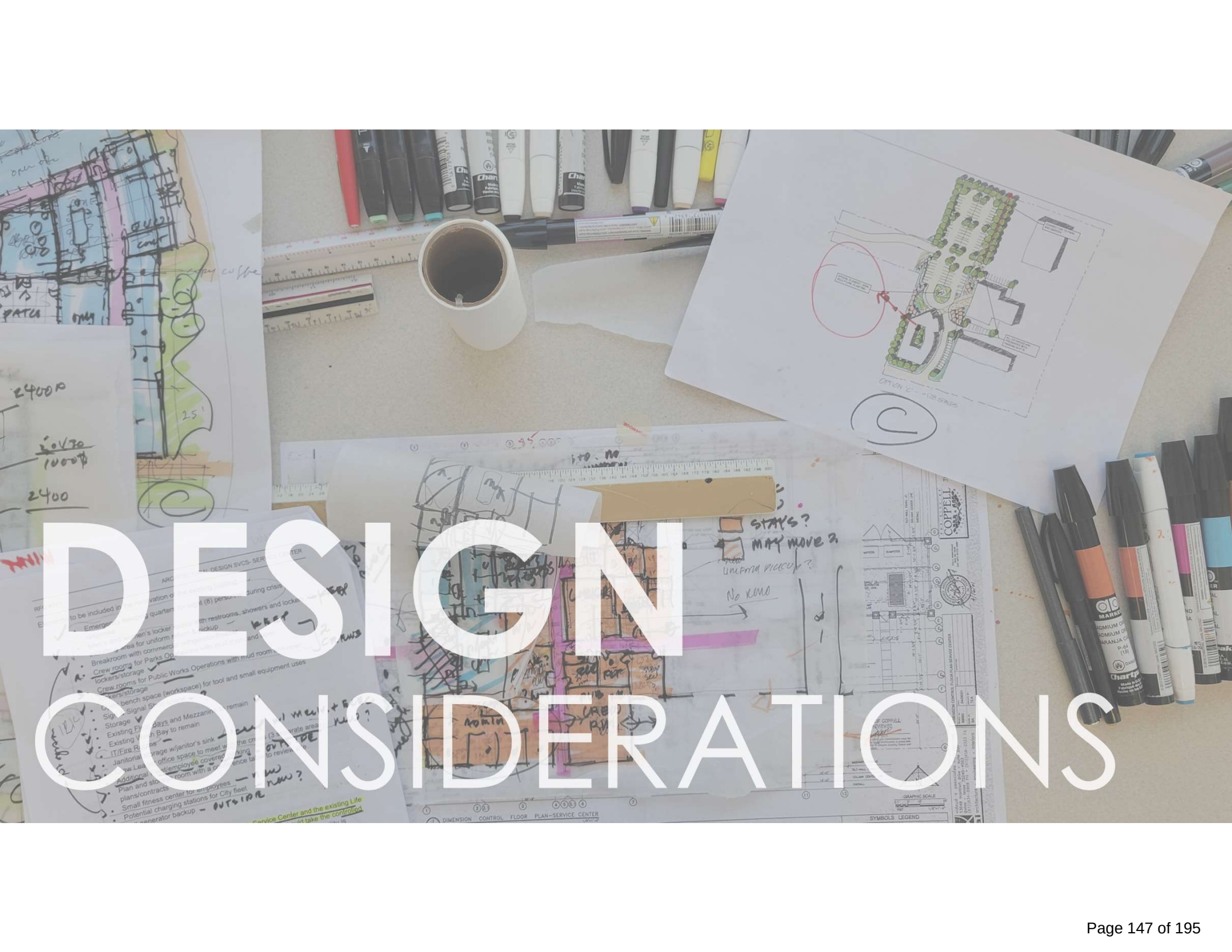
WTI
WATER TECHNOLOGY INC.



Garden Rapids at the Big Pool

Garden City, Kansas

WTI
WATER TECHNOLOGY INC.



DESIGN CONSIDERATIONS



WALL RAFT SLIDE



WAVE POOL



RIVER CHANNEL



BOWL BODY SLIDE



PLAY STRUCTURE



INNER TUBE SLIDE



DROP BOX BODY SLIDE



ACTIVITY POOL

CONSIDERATIONS | ATTRACTIONS



RIVER CHANNEL



INNER TUBE SLIDE



PLAY STRUCTURE



KID'S POOL



DROP BOX BODY SLIDE



ACTIVITY POOL



BODY SLIDE



WAVE POOL

CONSIDERATIONS | ATTRACTIONS



KID'S SLIDE



INDOOR SLIDES



RIVER CHANNEL



BODY SLIDE



CABANA



ACTIVITY POOL



WALL INNER TUBE SLIDE

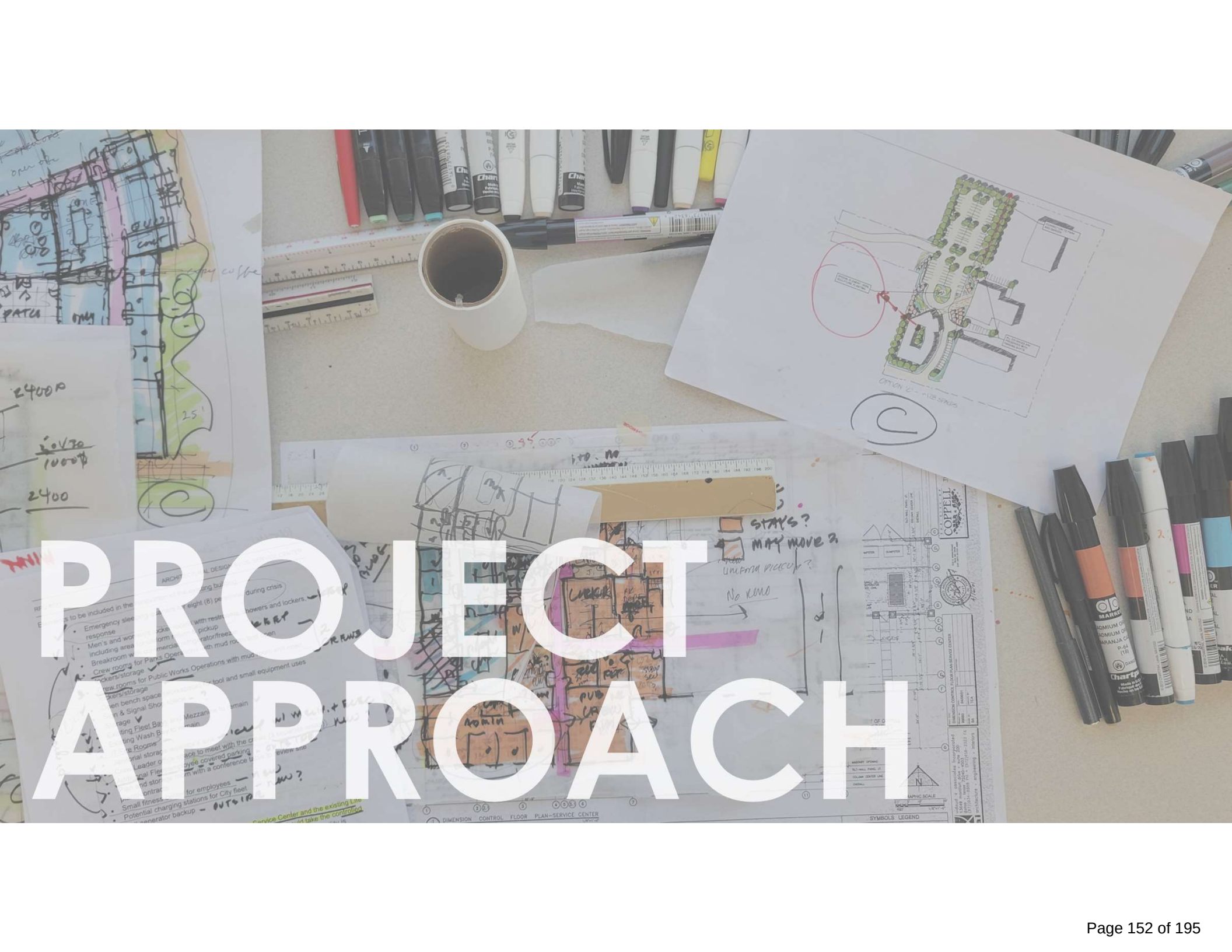


SPRAY PAD

CONSIDERATIONS | ATTRACTIONS



CONSIDERATIONS | COMMUNITY IDENTITY

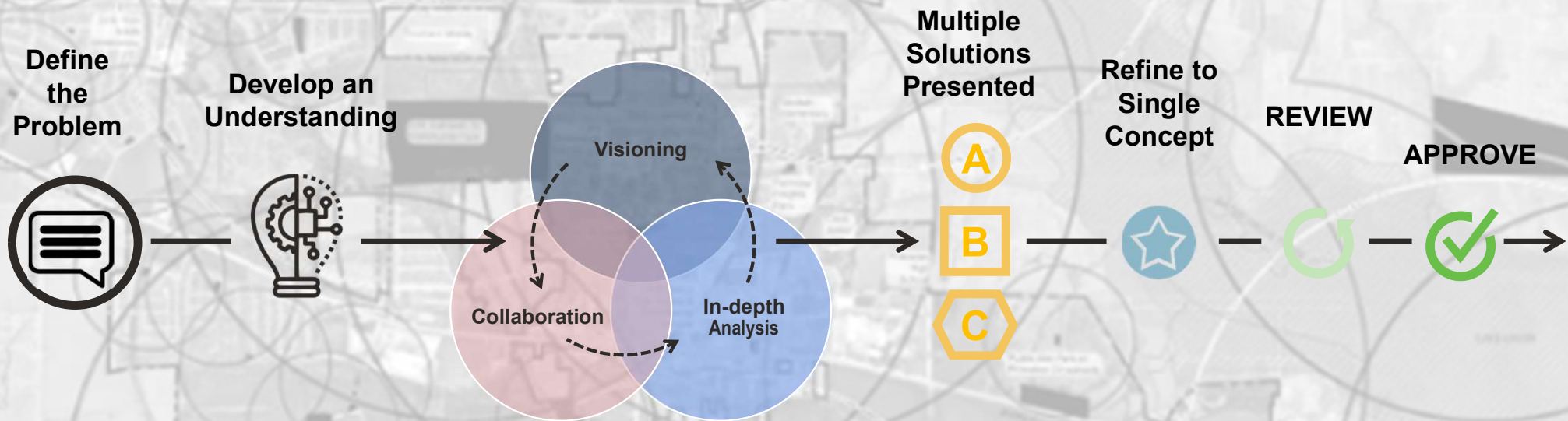


PROJECT APPROACH

WHAT DESIGN FEELS LIKE...

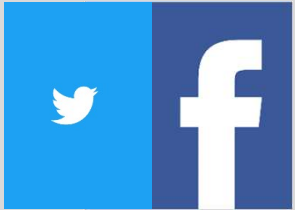


Parkhill



PUBLIC ENGAGEMENT

INFORM



SOCIAL MEDIA



PROJECT UPDATES



PARKS & RECREATION

PROJECT WEBSITE

CONSULT



ONLINE SURVEYS



PUBLIC MEETINGS



COMMUNITY EVENTS

INVOLVE



CROWDSOURCING



VIRTUAL PUBLIC MEETINGS

COLLABORATE



ADVISORY COMMITTEE



PROJECT TEAM

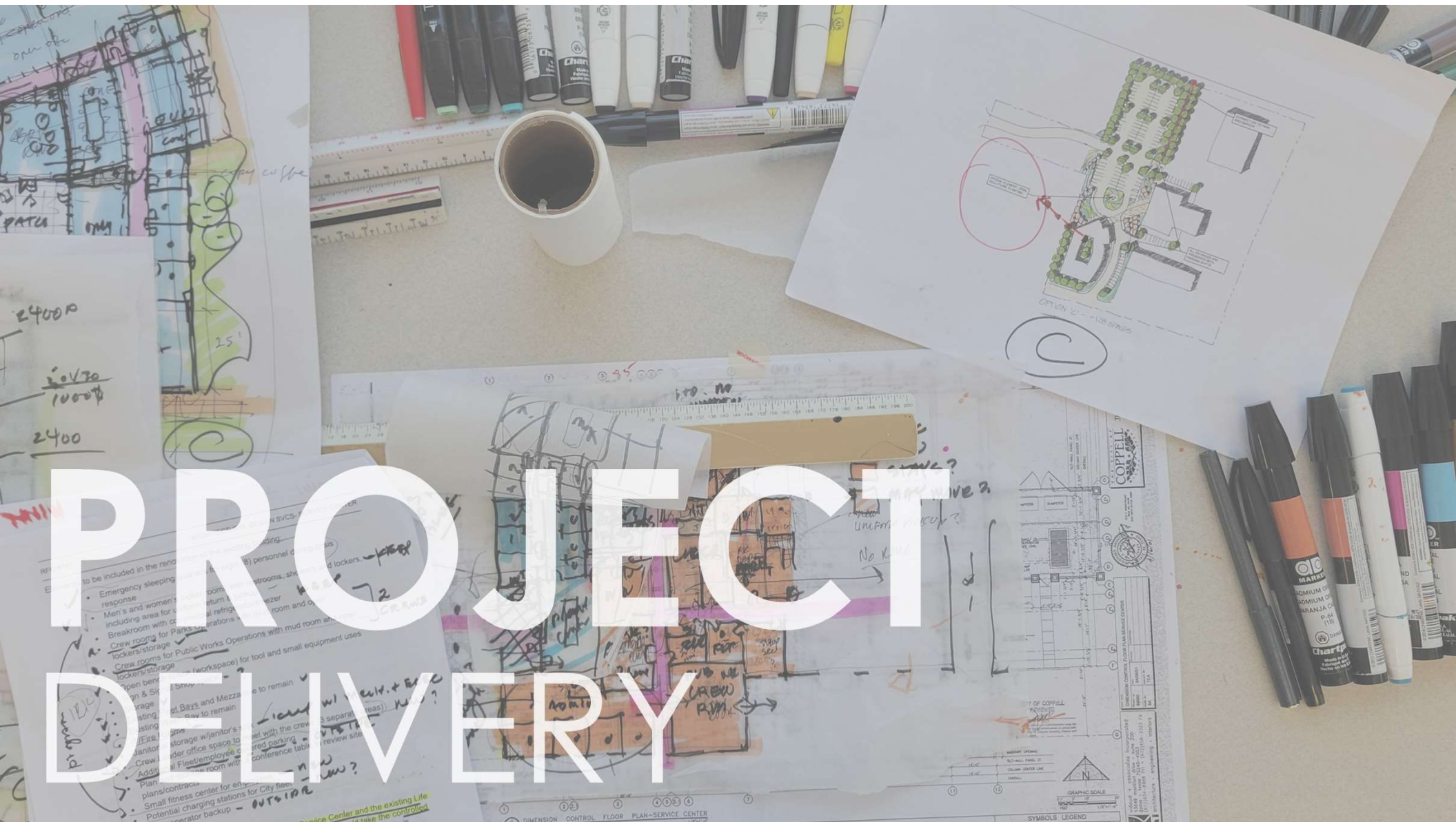
EMPOWER



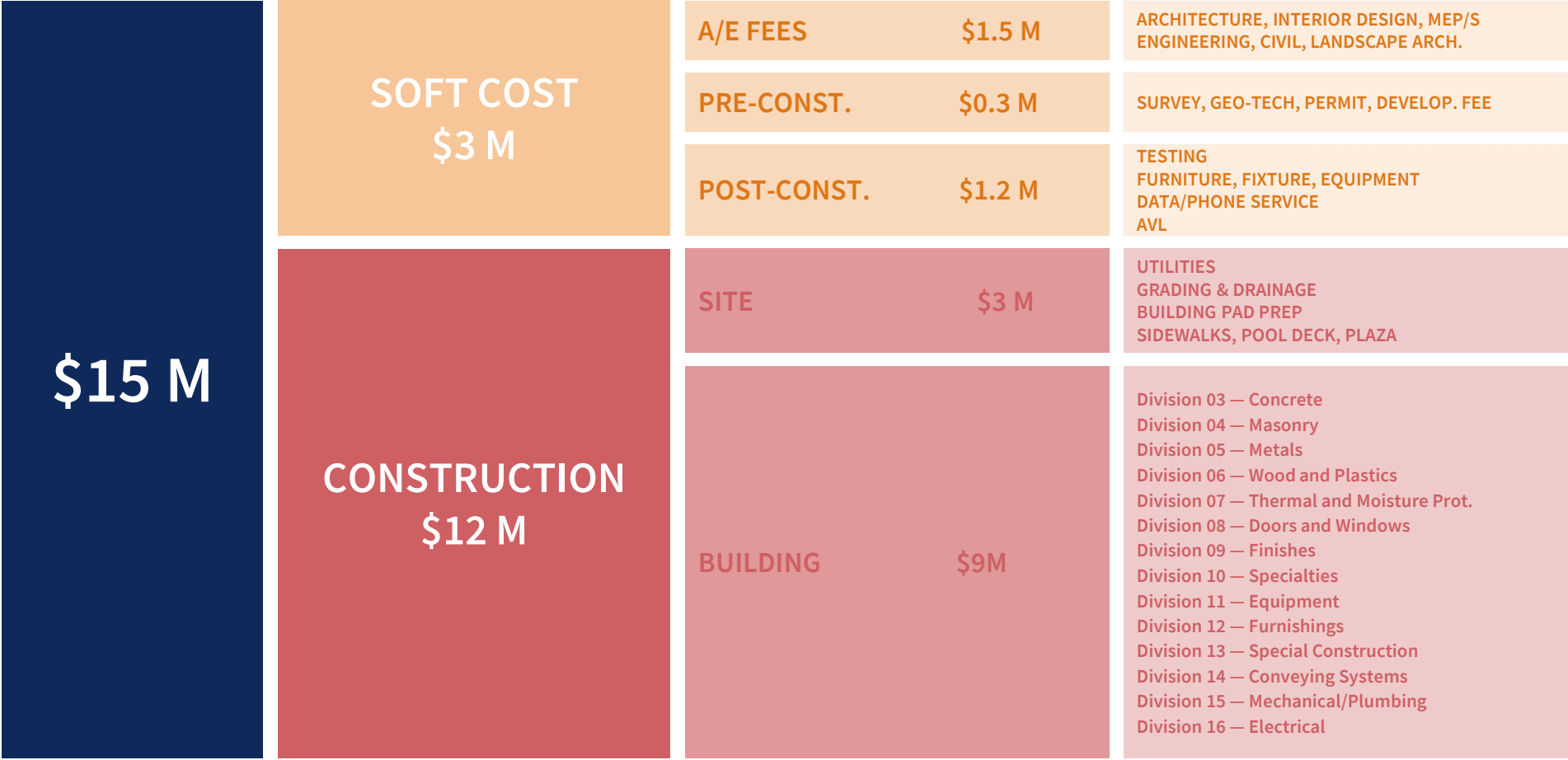
COMMUNITY



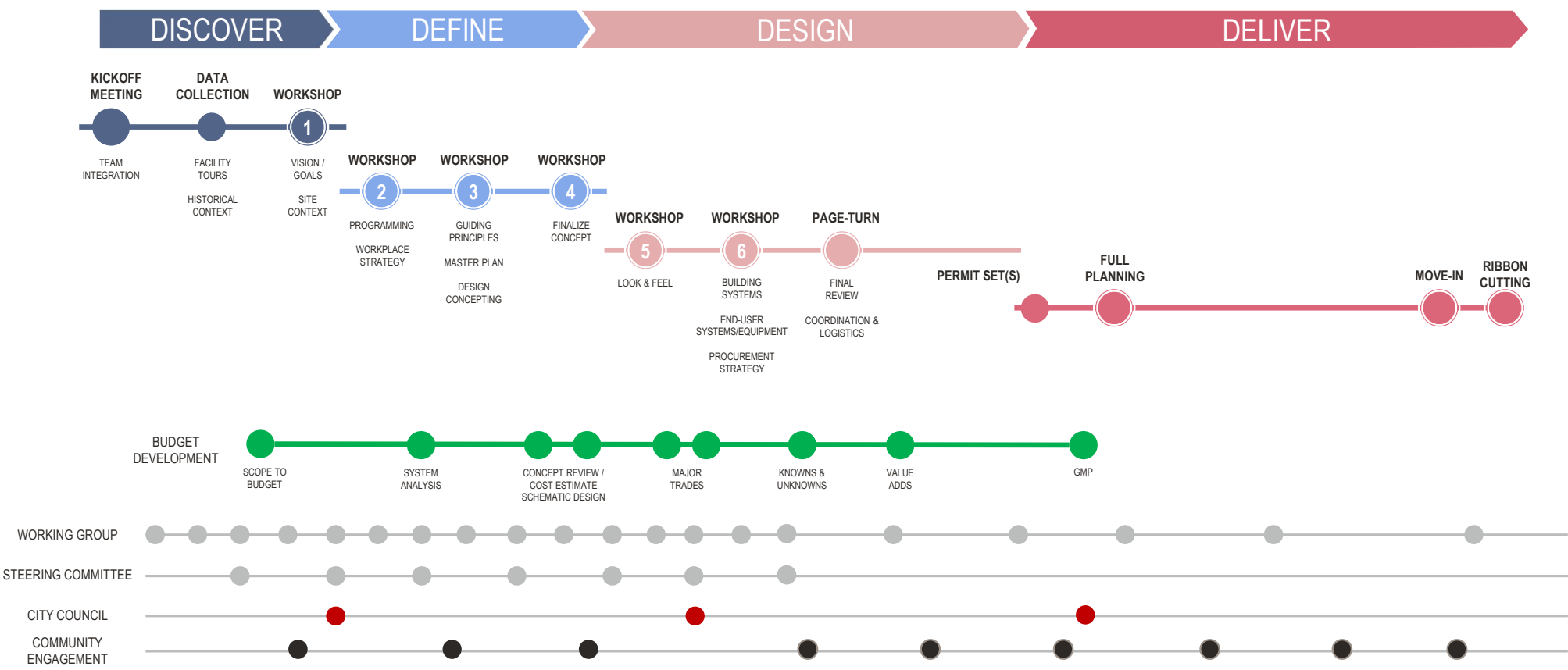
CITY COUNCIL



COST CONTROL AND BUDGET



PROJECT TIMELINES



COLLABORATION AND MANAGEMENT TOOLS

VISIONING



miro



Midjourney



BLUEBEAM



**AUTODESK®
BIM 360™**



NEWFORMA.

PROCORE

DESIGN

CONSTRUCTION



Q & A

Parkhill

WTI
WATER TECHNOLOGY INC.

DEFINE

- VISION CASTING
- PRIORITIZATION
- INTERVIEW STAFF
- FOCUS GROUPS
- CHARRETTES

DESIGN

- DESIGN CHARRETTES
- PRIORITIZE NEEDS
- SCOPE CONTROL
- MILESTONE AUDITS
- BUDGET CONTROL
- SCHEDULE CONTROL
- COORDINATION

DELIVER

- IMPLEMENTATION
- CONSULTANT COORDINATION
- CONSTRUCTION MEETINGS
- SUBMITTAL / RFI REVIEWS
- OPERATIONAL SUPPORT

CMAR | EXPERIENCE

1,000+

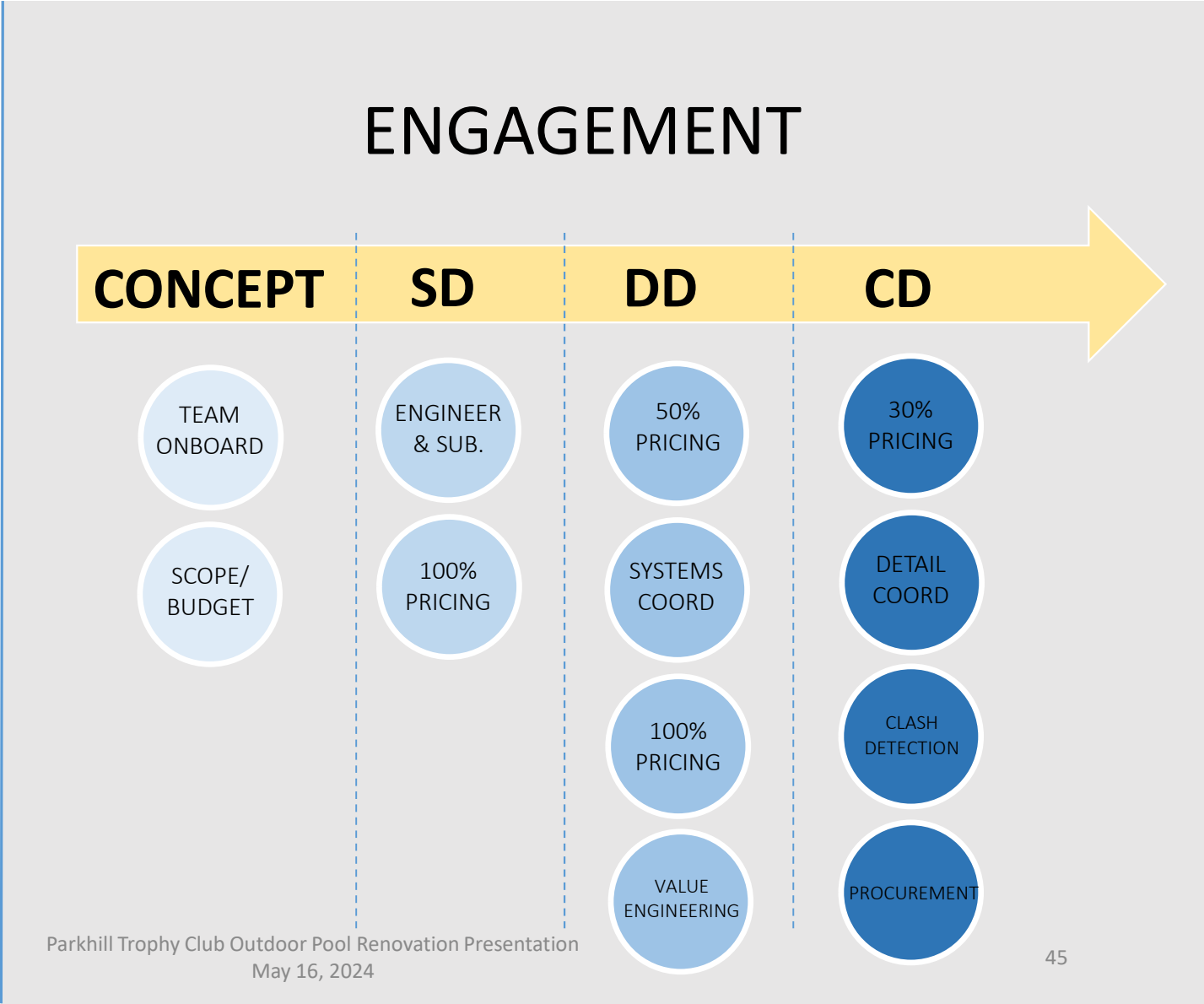
CMAR PROJECTS
FIRM HISTORY

300+

CMAR PROJECTS
IN PAST 5 YEARS

-2.5%

%BUDGET VARIANCE



SOUTHLAKE | PICKLEBALL COMPLEX



Parkhill Trophy Club Outdoor Pool Renovation
Presentation May 16, 2024

46

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL SERVICES**

This **Professional Services Agreement for Architectural Services** (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”), and _____ (the “Architect”).

RECITALS

WHEREAS, the Town intends to construct improvements and amenities to enhance the community pool (the “Project”); and

WHEREAS, the Town desires to obtain architectural services in connection with the Project as provided in this Agreement and the detailed scope of work and proposal attached hereto as Exhibit “A”; and

WHEREAS, in accordance with Texas Gov’t Code Ch. 2254, the Town has determined that the Architect is acceptable to the Town and is the most highly qualified provider of architectural services for the Project, and the Architect is willing to enter into an Agreement with the Town to perform such architectural 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 Architect agree as follows:

**ARTICLE I
THE ARCHITECT’S BASIC DUTIES TO THE TOWN**

1.1 By executing this Agreement, the Architect represents to the Town that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Town that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the Architect’s remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Town for the negligent or intentionally tortious acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

1.1.1 Execution of this Agreement by the Architect constitutes a representation that the Architect is familiar with the Project site and the local conditions under which the Project is to be implemented.

1.1.2 The Architect agrees to furnish architectural services in accordance with the terms and conditions of this Agreement: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

1.2 PHASE 1: FACILITIES PROGRAM

1.2.1 The Architect shall review the existing site conditions for the Project. The Town will provide any available surveys or other public information to be generally used by Architect for the Project. The Architect shall include information for the water, sewer, and storm sewer utilities based on the information provided by the Town, which includes any existing improvements.

1.2.1.1 The Architect shall meet with the Town’s representatives, including the Town’s third-party consultants, to review and discuss the proposed scope of work, development program, and budget impacts for the Project.

1.2.2 Public Engagement: The Architect may be required to attend one or more public meetings ~~as, including, but not limited to, the Town Parks and Recreation Board and the Town Council to inform the public of the Project’s details and receive feedback and information as more fully~~ detailed in the Phase 1: Scope of Exhibit “A”. The meetings

shall be conducted with the Town and interested citizens, if any. The general purpose of the meetings shall be to inform interested parties, including the general public and the Town Council of the scope and intent of the Project design.

1.2.3 The Architect shall prepare all Project details and provide a Facilities Program to the Town, which includes, but, is not limited to, the following: prepare a preliminary Facilities Program; gather public input and analyze facts; prepare detailed programs; validate needs and space requirements; and prepare a final Project program.

1.2.4 The Architect shall review, with the Town, and others as determined by the Town to be appropriate, the preliminary Facilities Program and all relevant information such as basic space requirements and an opinion of probable construction costs. The review shall allow for the end-users to review the Facilities Program prior to it becoming final. Consensus shall be reached between the Town and the Architect on the final Facilities Program prior to proceeding into the Schematic Design phase.

1.3 PHASE 1: SCHEMATIC DESIGN

1.3.1 The Architect shall review and examine the information, including any desired schedule updates and budgetary requirements, with the Town to understand the requirements of the Project, as more fully detailed in the Phase 1: Scope of Exhibit "A".

1.3.2 The Architect shall furnish to the Town a preliminary written evaluation of such information in light of any Project budget requirements, subject to the limitations of the Town's Project budget. The preliminary opinions of Construction Cost and detailed opinions of Construction Cost, if any, prepared by the Architect, represent the Architect's informed judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Town has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or proposal prices, or over competitive bidding, market or negotiating conditions.

1.3.3 The Architect shall review and discuss the proposed major building materials and the associated maintenance schedule after completion of the Project.

1.3.4 The Architect shall prepare and submit to the Town for review Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.3.5 The Architect shall submit to the Town, as part of the final review of the Schematic Design drawings, a more detailed opinion of probable construction costs based upon current area, volume, other unit costs or other information.

1.3.6 PHASE 1: FACILITIES PROGRAM AND SCHEMATIC DESIGN.

1.3.6.1 The Phase 1: Scope on the attached Exhibit "A" shall be interpreted by the parties to be complimentary to Sections 1.2 through 1.3.5 above; however, the Phase 1: Scope of Exhibit "A" shall control in the event of an irreconcilable conflict between Sections 1.2 through 1.35 above and the Phase 1: Scope of Exhibit "A".

1.4 PHASE 2: DESIGN DEVELOPMENT

1.4.1 Based on the Schematic Design documents and any adjustments authorized by the Town in its program, desired schedule or Project budget, the Architect shall prepare and submit to the Town for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and ~~fire alarm or fire sprinklersafety~~ systems (if any), including materials and such other elements as may be appropriate.

1.4.2 The Architect shall review its opinion of probable construction costs, based upon current area, volume, other unit costs or other information, shall make any appropriate revisions thereto, and furnish same to the Town.

1.5 PHASE 2: CONSTRUCTION DOCUMENTS

1.5.1 Upon the Town's authorization, the Architect shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents must be accurate, coordinated, and adequate for construction and shall be in conformity and comply with applicable law, codes, and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the Town.

1.5.2 The Architect shall review its most recent opinion of probable construction costs, based upon current area, volume, other unit costs or other information, shall make any appropriate revisions thereto, and furnish same to the Town.

1.5.3 The Architect shall incorporate the Town's bidding or proposal documents, as supplied by the Town.

1.5.4 The Architect shall provide plan drawings indicating in sufficient detail the pertinent information required to receive viable bids or proposals from the Contractor. Architect shall prepare details necessary to accurately depict the various aspects of the Project.

1.5.5 The Architect shall submit for review the Construction Documents at the 50% complete and 90% complete for a status review by Town.

1.5.6 The Architect shall assist the Town in preparing and filing documents required for the approval of authorities having jurisdiction over the Project. Architect shall attend the Pre-Bid or Pre-RFQ/RFP Conference and shall prepare any Addendum required due to issues or questions raised at the Pre-Bid or Pre-RFQ/RFP Conference.

1.5.7 The Architect shall review any alternate materials submitted during the bidding or proposal process and either approve for installation or reject for cause.

1.5.8 The Architect shall assist the Town in preparing and filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.5.9 The Architect shall assist the Town in evaluating bids or RFP/RFOs and develop a recommendation determining the contractor, firm, or proposer selected (generally referred to herein as the "Contractor") for the Project.

1.6 PHASE 2: ADMINISTRATION OF CONSTRUCTION

1.6.1 The Architect shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth in this Agreement and in the Agreement between the Town and Contractor (the "Construction Contract").

1.6.2 The Architect shall represent the Town during construction. Instructions and other appropriate communications from the Town to the Contractor shall be communicated through the Architect. The Architect shall act on behalf of the Town only to the extent provided herein and in the Construction Contract.

1.6.3 Upon receipt, the Architect shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation or data, which the Town or the Architect may require from the Contractor to establish a cost for the Project within the Town's budgetary constraints. The purpose of such review and examination will be to protect the Town from an unbalanced schedule of values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Town directs the Architect to the contrary in writing, the schedule of values shall be returned to the Contractor for revision, or supporting documentation or data. After making such examination, if the schedule of values, or other information required by the Architect is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the schedule of values, or other information, thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for the cost of the Project.

1.6.4 The Architect shall make periodic visits to observe the Work of the Contractor as appropriate. Visits may average once per week, including twice monthly Project meetings, over the course of construction. The purpose of such observations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such observations, the Architect shall exercise care to protect the Town from defects or deficiencies in the Work, from unexcused delays in the schedule, and from overpayment to the Contractor. Following each such observation the Architect shall submit a written report of such observations, together with any appropriate comments or recommendations, to the Town.

1.6.5 Subject to 1.6.4 above, the Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Construction Contract. The Architect shall not be responsible for the Contractor's schedules or failures to carry out the work in accordance with the Construction Contract. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work.

1.6.6 The Architect shall at all times have access to the Work wherever it is located.

1.6.7 The Architect shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 1.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the Town in such amounts.

1.6.8 The issuance of a Certificate for Payment shall constitute an opinion by the Architect to the Town that the Architect has made an observation and review of the Work as provided in Subparagraph 1.6.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, to the best of the Architect's knowledge, information, and informed belief, the Contractor is entitled to payment of the amount certified.

1.6.9 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.6.10 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.6.11 The Architect shall reject Work, which does not conform to the Construction Contract unless directed by the Town, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed, or completed.

1.6.12 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. Approval by the Architect of the Contractor's submittal shall constitute the Architect's representation to the Town that such submittal is in conformance with the Construction Contract. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project.

1.6.13 The Architect shall review, and advise the Town concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Town's approval as provided in 1.7.3 and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Guaranteed Maximum Price or an extension of the Contract Time. Change Orders that are issued by the Town due to cause not within the control or responsibility of the Architect are covered by 1.7.3.

1.6.14 The Architect shall conduct an inspection to determine the date of Substantial Completion and the date of Final Completion as defined in the Construction Contract, and shall receive and forward to the Town for the Town's

review, the Certificate of Substantial Completion, written warranties, guarantees, affidavits, waivers, and related documents required by the Construction Contract and assembled by the Contractor, and shall, when appropriate, issue a final Certificate for Payment.

1.6.15 The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product, including any errors, omissions, deficiencies or conflicts discovered after the Project is complete. This provision shall survive the expiration or termination of this Agreement.

1.7 ADDITIONAL SERVICES

The following services of the Architect are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Architect shall provide such services if authorized in writing by the Town and they shall be paid for by the Town as provided hereinafter.

1.7.1 Providing services to examine or investigate existing conditions or to make measured drawings upon written request by the Town, or to verify the accuracy of drawings or other information provided by the Town.

1.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Town previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Architect, either in whole or in part.

1.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Changes Orders are issued by the Town due to causes not within the control or responsibility of the Architect, either in whole or in part.

1.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Architect, either in whole or in part.

1.7.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

1.8 SERVICE SCHEDULE, PERFORMANCE STIPULATIONS AND LIQUIDATED DAMAGES

1.8.1 The prompt completion of this Project is critical and time is of the essence. The Architect shall perform its services expeditiously and shall have all plans ready for bidding or proposals by the date mutually agreed upon by the parties. Upon approval of this Agreement, the Architect shall submit for the Town's approval a schedule for the performance of the Architect's services, which shall show proposed dates for completion of Phase 1 services, and Phase 2 services after a written notice to proceed has been given for Phase 2 services, and which shall also include allowance for time required for the Town's review of submissions and for approvals of governmental authorities having jurisdiction over the Project. This schedule shall not, except for cause of force majeure, be exceeded by the Architect.

1.8.2 The Architect shall pay the Town the sum of \$200.00 (two hundred dollars) per calendar day for each and every calendar day of unexcused delay in performing its services within the time stated in paragraph 1.8.1. Any sums due and payable hereunder by the Architect shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of damages because the harm caused by the breach is incapable or difficult of estimation due to the public nature of the work and the likely loss to be sustained by the Town and the general public, estimated at or before the time of executing this Agreement. The Architect agrees that the liquidated damages provisions in this Agreement are reasonable, facially valid, are not a penalty, and do not otherwise operate as a penalty.

Further, the parties acknowledge the Town's paramount purposes and duty to protect the public fisc and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and

liquidated damages shall be construed as bridgeable and acceptable as a matter of public policy and shall be calculated and construed in favor of the Town.

1.8.3 During the course of the Project and during review at the end of Schematic Design, Design Development, and at the 50% and 90% reviews of the Construction Documents as provided in this Agreement, when the Town reasonably believes that performance of the Architect's services will be inexcusably delayed, the Town shall be entitled, but not required, to withhold from any amounts otherwise due the Architect an amount then believed by the Town to be adequate to recover liquidated damages applicable to such delay. If and when the Architect performs its services in a manner satisfactory to the Town, the Town may, but is not obligated to, release to the Architect those funds withheld as liquidated damages.

1.9 PERSONNEL

1.9.1 The Architect shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those functions indicated:

NAME:	FUNCTION:
Parkhill Staff	
Chad Davis,	Firm Principal and Landscape Architect; Function – Principal In Charge
Chris Tribble;	Function – Client Liaison, Programming, O&M Planning
James Williams,	Landscape Architect; Function – Project Manager
Xie Tracz,	Landscape Architect and Planner; Function – Project Design and Public Engagement
Luara Ruiz-Sanchez,	Landscape Design Professional; Function – Project Design
WTI Staff	
Jen Gerber,	Vice President; Function – Principal In Charge
Bill Weaver,	PE; Project Director

So long as the individuals named above remain actively employed or retained by the Architect, they shall perform the functions indicated next to their names.

1.10 EXCLUSIONS FROM ARCHITECT'S SERVICES

The services listed below are not included in the Architect's services, however, they could be provided as Additional Services, if required to complete the Project or if desired by the Town.

- Traffic control / signal studies or implementation
- Off-site utility engineering
- Zoning modifications and utility easements
- Environmental or hazardous materials issues
- Building utility bill estimates
- Professional models produced out-of-house

1.11 INDEMNIFICATION

THE ARCHITECT SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY THE TOWN FROM ALL CLAIMS AND LIABILITY FOR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT THE DAMAGE IS CAUSED BY OR RESULTS FROM AN ERROR, OMISSION, ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE

ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL. THE ARCHITECT SHALL ALSO REIMBURSE THE TOWN FOR ANY AND ALL LEGAL COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES WHICH MIGHT BE INCURRED BY THE TOWN IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES, WHICH MIGHT BE INCURRED BY, CHARGED AGAINST, OR IMPOSED ON THE TOWN AS THE RESULT OF SUCH NEGLIGENT ACTS OR OMISSIONS BY THE ARCHITECT IN PROPORTION TO THE ARCHITECT'S LIABILITY.

1.12 GOVERNMENTAL FUNCTIONS AND IMMUNITY.

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

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

Acceptance by the Town of the Architect's work shall not constitute nor be deemed a release of the responsibility and liability of Architects, its employees, subcontractors, or consultants for the accuracy and competency of Architect's work; nor shall such acceptance be deemed to be an assumption of such responsibility by the Town for any defect, error, or omission in the Architect's work, its employees, subcontractors, and consultants. Architect, shall without additional costs or fee to the Town, correct or revise any errors or deficiencies in the Architect's performance.

ARTICLE II

**THE TOWN'S BASIC DUTIES TO THE ARCHITECT
OTHER THAN COMPENSATION**

2.1 The Town shall provide the Architect with adequate information regarding the Town's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

2.2 The Town shall review any documents submitted by the Architect requiring the Town's decision, and shall render any required decisions or review comments and forward comments back to the Architect within ten (10) business days.

2.3 The Town shall furnish a legal description and boundary survey of the site(s), if available.

2.4 The Town shall furnish the services of geotechnical consultants when such services are necessary and are requested by the Architect.

2.5 The Town shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

2.6 If the Town becomes aware of any fault or defect in the Project, non-conformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, reasonable notice thereof shall be given by the Town to the Architect.

2.7 The Town shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Architect's services and of the Work.

2.8 The Town's review of any documents prepared by the Architect or its consultants shall be for the purpose of determining whether such documents are generally consistent with the Project. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

2.9 The Town shall designate a representative, or third-party consultant, who shall be responsible for review and analysis of the Contractor's performance under the Construction Contract.

2.10 The Town shall furnish design services or building systems as listed below, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the Project.

- Preliminary and Final Plat
- Radio, antenna, and alerting systems (Architect shall provide electrical power and empty conduit as directed by the Town).
- IT (voice, data, cable TV) and AV (audio-visual) wiring design and equipment selection (Architect shall provide electrical power and empty conduit as directed by Town).
- Electronic access control and video surveillance systems, as applicable (Architect shall provide electrical power and empty conduit as directed by the Town).

ARTICLE III CONSTRUCTION COSTS

3.1 If a fixed budget limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation to determine what materials, equipment, component systems and types of construction are to be included in the Construction Contract, to make reasonable adjustments in the scope of the Project and to include in the Construction Contract alternate bids, or add alternates, to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed limits cost of the construction established in Paragraph 3.2. All adjustments in the scope of the Project shall be documented in writing and approved in writing by the Town.

3.2 Should the cost for construction of the Project be in excess of the Town's fixed budget, the Town may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Architect, without additional charge to the Town, shall consult with the Town and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on construction cost. Absent negligence on the part of the Architect in making its opinions of probable construction cost, providing such modifications and revisions shall be the limit of the Architect's responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Architect shall be entitled to compensation for all other services performed, in accordance with this Agreement.

ARTICLE IV BASIS OF COMPENSATION

4.1 The Town shall compensate the Architect for Architectural Services rendered pursuant to this Agreement by payment of the fixed sum of \$XXX,XXX.

4.2 Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Phase 1

Facilities Programming:..... 5%
Schematic Design:10%

Phase 2

Design Development:20%
Construction Documents:40%
Bidding/Proposals and Award: 5%
Administration of Construction:20%

4.3 Additional Services of the Architect as described in Paragraph 1.7, if any, shall be compensated on an hourly basis per the Architect's established hourly rates included as Exhibit "B", which is attached to and incorporated into this Agreement.

4.4 The Architect shall provide site civil engineering services including site grading, drainage, erosion control plans and on-site utilities as required for the Project. The Architect shall also employ a civil engineer to plan and design the site utilities and drainage for the site and parking lot. The site grading and drainage shall be appropriate for the portion of the site used for the building. The Project site shall include the entire site in addition to the building and related site improvements to ensure proper and adequate storm water drainage. The Architect shall incorporate the proper plans and specifications in the bid or proposal documents for the Contractor to install all necessary site drainage and utilities.

4.5 The Town shall compensate the Architect for site civil engineering services rendered pursuant to Paragraph 4.4 of this Agreement by payment of the fixed sum of \$XXX,XXX. Payment to the Architect of the sum shall be allocated in accordance with a percentage of completion for the tasks associated with the site civil work.

ARTICLE V **PAYMENTS TO THE ARCHITECT**

5.1 ARCHITECT'S INVOICES

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Town, the Architect shall submit an invoice to the Town requesting payment for services properly rendered and reimbursement for reimbursable expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 and 4.5 are included in the invoice and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of reimbursable expenses for which reimbursement is sought as the Town or the Town Council or its designee may require.

5.1.2 If payment is requested for services rendered by the Architect pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Town that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.

5.2 TIME FOR PAYMENT

5.2.1 The Town shall make payment to the Architect of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Town's receipt thereof. No interest or other late penalties shall accrue on late payments except as required by the Texas Prompt Payment Act.

5.3 TOWN'S RIGHT TO WITHHOLD PAYMENT

5.3.1 In the event that the Town determines that any representations of the Architect, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Town may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Town's reasonable satisfaction.

5.4 REIMBURSABLE EXPENSES

5.4.1 Reimbursable expenses shall be reimbursed to the Architect by the Town in accordance with the Town's policies. However, the total amount payable for reimbursable expenses shall not exceed \$XX,XXX without specific additional authorization by the Town. The reimbursable expenses allocation may include up to \$X,XXX for an artist's rendering of the Project, if applicable.

5.4.1.1 Government Fees. The Town will reimburse for or pay direct for government fees, including TDLR TAS plan review and site inspection fees.

5.5 ARCHITECT'S RECORDS

5.5.1 Documentation accurately reflecting the time expended by the Architect and the Architect's personnel and records of reimbursable expenses shall be maintained by the Architect and shall be available to the Town for audit, review, and copying upon request.

ARTICLE VI **PROVISION FOR TERMINATION/INTERRUPTION**

6.1 TERMINATION/INTERRUPTION

6.1.1 The Town may terminate or suspend the Architect's services under this Agreement at any time upon paying all sums due the Architect for work to time of termination and after giving the Architect thirty (30) calendar days prior written notice by certified mail, stating the reason for such termination or suspension. Upon delivery of such notice by the Town to the Architect, the Architect shall discontinue all services in connection with the performance of the Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement, showing in detail, the services performed under this Agreement less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

6.1.2 In the event of termination or abandonment of the Architect's services under this Agreement, payment shall be made to the Architect for all services performed to the date of same.

6.1.3 If this Agreement is terminated because of material breach of this Agreement by the Architect, the Town may have the remaining work and services to be performed by the Architect performed by another architect, and the Architect shall be liable to the Town for any excess costs accrued by the Town thereof.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 This Agreement shall be governed in all respects by the laws of the State of Texas, without regard for conflict of laws principles. Venue for any dispute arising out of this Agreement shall lie exclusively in Denton County, Texas.

7.2 MEANING OF TERMS AND LEGAL CONSTRUCTION

7.2.1 Terms in this Agreement and in the Construction Contract shall be construed in accordance with their common and ordinary meaning, unless otherwise specifically defined in this Agreement or the Construction Contract.

7.2.2 The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

7.3 COMPLIANCE WITH LAWS

7.3.1 The Architect, its consultants, employees, and subcontractors shall comply with all applicable Federal and State laws, charter, and ordinances of the Town, as amended, and all other applicable rules and regulations promulgated by federal, local, state, and national boards, bureaus, and agencies. The Architect shall complete only the professional services as required in the performance of the services contracted for herein.

7.4 USE AND OWNERSHIP OF DOCUMENTS

7.4.1 The Architect's designs and work products under this Agreement including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the Town, to be used as the Town desires, without restriction. The Architect specifically waives and releases any proprietary rights or ownership claims herein. The Town shall have unlimited right for the benefit of the Town for use in future projects to all drawings, designs, specifications, the Architect's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement or in contemplation thereof, and all record drawings produced after completion of the Project work, if any, including the right to use same on any other Town work without additional cost to the Town. Any use of the aforementioned documents for future projects shall be without use of Architect's name or registration seal and without any liability to the Architect, employees, subcontractors, and consultants.

All information, documents, and communications relating to this 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. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Architect agrees that the Agreement may be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, the Architect agrees to:

- (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Town for the duration of the Agreement;
- (2) promptly provide to the Town any contracting information related to the Agreement that is in the custody or possession of the Architect on request of the Town; and
- (3) on completion of the Agreement, either:
 - (A) provide at no cost to the Town all contracting information related to the Agreement that is in the custody or possession of the Architect; or

(B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Town.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The Town and the Architect each binds itself and its successors, executors, administrators and assigns to any other party of the Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Town nor the Architect shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

7.6 INDEPENDENT CONTRACTOR

7.6.1 The Architect shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. The Architect hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

7.7 INSURANCE

7.7.1 Prior to the commencement of services under this Agreement, Architect 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 Project by the Town. Architect 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.

Architect 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.
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The Town, including its 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 Architect's activities as required by this Agreement. The Architect 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 all premiums arising from the coverage herein shall be the responsibility of the Architect. Architect 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 mail.

7.8 ARCHITECT'S SEAL

7.8.1 The Architect shall place the Architect's Seal, as may be required by Texas law or the rules or regulations of the Texas Board of Architectural Examiners, on all documents and data furnished by the Architect to the Town.

7.9 CONFIDENTIALITY

7.9.1 The Architect will maintain as confidential any documents or information provided by the Town and will not release or publish same to any third party without prior permission from the Town, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the Town.

7.10 SURVIVAL

7.10.1 All provisions of this Agreement for indemnity or allocation of responsibility or liability between the Town and the Architect shall survive the completion of the services and the termination of the Agreement.

7.11 SEVERABILITY

7.11.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7.12 PUBLIC FUNDING

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

7.13 TEXAS BOYCOTT PROHIBITIONS

7.13.1 To the extent required by Texas law, the Architect 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 Agreement discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of the Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; (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.

7.14 ETHICS DISCLOSURE

7.14.1 To the extent required by law, the Architect 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.

7.15 ENTIRE AGREEMENT

7.15.1 This Agreement represents the entire agreement between the Town and the Architect and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Town and Architect.

EXECUTED in one or more counterparts (each of which is an original) on behalf of the Architect and on behalf of the Town; each party thereunto duly authorized on the date first written above.

TOWN:
TOWN OF TROPHY CLUB, TEXAS

ARCHITECT:
[COMPANY NAME]

By: Brandon Wright, Town Manager

By:

ATTEST:

ATTEST:

By: Tammy Dixon, Town Secretary

EXHIBIT “A”
DETAILED SCOPE OF WORK AND PROPOSAL

Phase 1 Scope (Draft for Review)

1. Needs Assessment and Master Plan
 - a. Kickoff Meeting (Trophy Club staff, Parkhill & WTI)
 - b. Review existing plans.
 - c. Finalize the go-forward strategy.
 - d. Finalize public engagement approach.
2. Public Engagement
 - a. Pop-Up Pool Event #1 (Morning 1 hour) (Triton Swim Team)
 - i. Pop-up tent at strategic location
 - ii. Boards with representative imagery
 - iii. Interactive visible voting (dot game as an example)
 - iv. QR code linking feedback questionnaire
 - v. Snacks
 - b. Pop-Up Pool Event #2 (Evening 1 hour)
 - c. Pop-Up Pool Event #3 (Weekend 1 hour)
 - d. Trophy Club Webpages and Friday Town Weekly – Provide link for community feedback.
 - e. Trophy Club Social Media – Provide link for community feedback.
3. Checkpoint Meeting with Trophy Club staff to review feedback/results and prep for Park Board and Town Council touchpoints.

4. Park Board and Town Council Meetings - Present findings and solicit their input and direction in terms of moving forward with Concept Plan development.
5. Develop concepts (2D plans & renderings, including representative imagery – no 3D or animation).
NOTE: We need direction on the number of concepts desired.
6. Develop costs for each aquatic amenity in concept(s).
7. Checkpoint Meeting with Trophy Club staff to review concepts and prep for Park Board and Town Council touchpoints.
8. Park Board and Town Council Meetings - Present concepts and solicit their input and direction in terms of moving forward with a final Concept Plan.
9. Develop OPCC for final Concept Plan
10. Checkpoint Meeting with Trophy Club staff to review OPCC, discuss next steps, and prep for final touchpoints with Park Board and Town Council (is this needed?)
11. Park Board and Town Council Meetings - Present OPCC (is this needed)

Phase 2 Scope:

The Phase 2 scope includes all of Sections 1.4 through 1.6 above; however, the details and schedule for Phase 2 shall be more fully established after completion of Phase 1 and the Architect shall not commence Phase 2 until after written notice to proceed by the Town, which shall be attached hereto as an amendment to this Agreement.

EXHIBIT “B”

ADDITIONAL SERVICES - HOURLY RATES

June 13, 2024

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

RE: Agreement for Professional Services Trophy Club Community Pool Improvements
Project Address: 500 Park View Drive, Trophy Club, TX 76262

Dear Mr. Ellis:

Parkhill (A/E) is pleased to have the opportunity to provide Architectural, Landscape Architecture, Interior Design and Engineering services to the Town of Trophy Club (CLIENT) for the Trophy Club Community Park Improvements (Project).

The property on which the project is to be constructed is described in the Denton County Central Appraisal District as follows: Legal Description: INDEPENDENCE PARK EAST BLK 1 LOT 1 (PT) (SEE 469372 FOR ESD2 and PID4), Tract or Lot: 1; Abstract Subdivision Code: SJ1240A, Block: 1; City Limits: C28; Situs Number: 600; Situs Street Name: PARKVIEW; Situs Street Suffix: DR; Situs City: TROPHY CLUB; Situs State: TX; Situs Zip: 76262; Owner Name: TROPHY CLUB CITY OF; Mailing Address: 100 MUNICIPAL DR; Mailing Address City: TROPHY CLUB; Mailing Address State: TX; Mailing Address Zip: 76262-5420.

1. We understand the Basic Services (Scope of Work) you require to be:

Phase 1 –Facilities Program and Schematic Design

- Project Kickoff and Execution Plan
 - Kickoff Meeting (Trophy Club staff, Parkhill & WTI).
 - Review existing plans.
 - Finalize the go-forward strategy.
 - Finalize public engagement approach.
- Public Engagement
 - Pop-Up Pool Event #1 (Morning 1 hour) (Triton Swim Team).
 - Pop-up tent at strategic location.
 - Boards with representative imagery.
 - Interactive visible voting (dot game as an example).
 - QR code linking feedback questionnaire.
 - Snacks.
 - Pop-Up Pool Event #2 (Evening 1 hour).
 - Pop-Up Pool Event #3 (Weekend 1 hour).
 - Trophy Club Webpages and Friday Town Weekly – Provide link for community feedback.
 - Trophy Club Social Media – Provide link for community feedback.
- Checkpoint Meeting with Trophy Club staff to review feedback/results and prep for Park Board and Town Council touchpoints.

- Park Board and Town Council Meetings - Present findings and solicit their input and direction in terms of moving forward with Concept Plan development.
- Develop no more than 3 concepts (2D plans & renderings, including representative imagery – no 3D or animation).
- Develop Opinion of Probable Construction Costs for each aquatic amenity in concept(s).
- Checkpoint Meeting with Trophy Club staff to review concepts and prep for Park Board and Town Council touchpoints.
- Park Board and Town Council Meetings - Present concepts and solicit their input and direction in terms of moving forward with a final Concept Plan.
- Develop Opinion of Probable Construction Cost for final Concept Plan.
- Checkpoint Meeting with Trophy Club staff to review Opinion of Probable Construction Cost, discuss next steps, and prep for final touchpoints with Park Board and Town Council.
- Park Board and Town Council Meetings - Present Opinion of Probable Construction Cost.

Phase 2 – Basic Design Services for Phase One Improvements Identified in Master Plan

- Once the Town of Trophy Club has completed the Community Pool Master Plan and identified both a Scope and Budget for Phase One Improvements, the Town can amend this agreement for Basic Design Services of the respective Improvements approved in Phase 1.
 - Phase 2 Basic Design Services will include Design Development, Construction Documents, Bid Phase Services and Construction Administration and Observation Services as mutually agreed upon by all parties.
 - Upon execution of an amendment for Basic Design Services the following conditions shall exist for each phase of those services.
2. Based on the mutually agreed upon program, schedule, and construction budget requirements, A/E will prepare for approval by the CLIENT, a Facilities Program and Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. This will be provided as Phase 1 services of this Agreement.
 3. A/E will submit to the CLIENT a preliminary Opinion of Probable Construction Cost based on current area, volume and other unit costs.
 4. Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the CLIENT, negotiation and execution of Phase 2 services and an amendment to this Agreement for those services, A/E will prepare, for approval by the CLIENT, Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project.
 5. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the CLIENT, A/E will prepare, for approval by the CLIENT, Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

6. A/E will assist the CLIENT in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the CLIENT and the Contractor.
7. A/E will advise the CLIENT of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.
8. A/E will inform the CLIENT to the best of their knowledge and will assist the CLIENT in connection with the CLIENT's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.
9. A/E, following the CLIENT's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the CLIENT in obtaining bids or negotiating proposal and assist in awarding and preparing contracts for construction of the Project.
10. A/E will be the representative of and will advise and consult with the CLIENT during construction until the final payment to the Contractor is due. A/E will have authority to act on behalf of the CLIENT only to the extent provided in this Agreement unless otherwise modified by written instrument.
11. A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the CLIENT and A/E in writing to become familiar with the progress and quality of the Work completed, and to determine, in general, if the Work is being performed in a manner indicating that the Work, if completed, will be in accordance with the Contract Documents. However, A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an architect, landscape architect, interior designer or engineer, A/E will keep the CLIENT informed of the progress and quality of the Work.
12. Based on A/E's observations and evaluations of the Contractor's Applications for Payment, A/E will review and certify the amounts due the Contractor.
13. A/E will be the representative of and will advise and consult with the CLIENT during construction until 30 days after the Date of Substantial Completion or occupancy by the CLIENT, whichever occurs first. Time and expenses spent beyond 30 days after the Date of Substantial Completion are supplemental services and will be billed using A/E's standard hourly rate schedule.

Services specifically excluded from our scope of services include, but are not limited to, the following:

- Surveys and Geotechnical Reports.
- Asbestos and Hazardous Materials Studies.
- Third-party Independent Construction Inspection Services.
- Construction Material Testing.
- Texas Department of Health Demolition Notification.
- Construction Observation Services.
- Preparation of Construction Documents for more than one bid package.
- Entitlement Services.

A tentative schedule for submitting our work for review is as follows:

Phase 1 – Facilities Program and Schematic Design

The A/E feels at their work can be completed within 16 to 24 working weeks. Due to the nature of the scope of services for this phase including specific dates for community, Parks and Recreation Board and Town of Trophy Club meetings and presentations, a specific schedule will be completed with representatives of the Owner to best accomplish all work within a desired timeframe that may or may not fit within the proposed 16 to 24 weeks anticipated. The A/E understands time is of the essence

and will complete a detailed schedule with the Owner once the final scope and meeting dates can be coordinated.

Phase 2 - Basic Design Services for Phase One Improvements Identified in Master Plan

The A/E and the Owner recognize that the extent and magnitude of the Phase One Improvements will be defined through the Phase 1 Services of this Agreement and are unknown at the time of execution of this Agreement. Once the specific scope is better defined and a project budget is established for Phase One Improvements to the pool facility, the A/E and the Owner may amend this Agreement to include Basic Design Services and fees for those respective improvements.

Our fees for the Phase 1 Facilities Program and Schematic Design described above will be based on a lump sum amount of \$101,759 and will be billed on a percentage complete method. The Town of Trophy Club Professional Services Agreement for Architectural Services stipulates Phase 1 Services will be paid as follows: Facilities Programming 5% and Schematic Design 10%. The total fee for both services is \$101,759 and shall be split as \$33,886 for Facilities Programming and \$67,873 for Schematic Design.

Fees for Phase 2 will be negotiated on the outcome of Phase 1 and split according to the proportions stated in the Town of Trophy Club Professional Services Agreement for Architectural Services for Phase 2. Both the Client and A/E agree the fee for Phase 1 Services is not an indicator of 15% of all total fees once the Agreement is amended for Phase 2 Services. The exact scope and budget for Phase 2 is unknown to both parties until Phase 1 is completed.

Services identified as Supplemental Services are in addition to Basic Services and will be billed using the A/E's standard hourly rate schedule. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a 15% markup for handling costs. Reimbursable expenses include, but are not limited to, travel, postage/shipping, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. A budget of \$2,500 is included in the fee proposal for Phase 1 Facilities Program and Schematic Design Mr. Services above. These are approximated anticipated costs and can be itemized and carried as a separate line item if desired by the Owner.

Optional supplemental services may include "fly-through" animations, video presentations, exterior and interior renderings (photo-realistic), printed brochures and fundraising collateral. These costs will be determined based on the desired level of presentation materials required and billed as reimbursable expenses.

Invoices will be sent to Mr. Chase Ellis, CPRP, CPO at Town of Trophy Club, 1 Trophy Wood Drive Trophy Club, Texas 76262. A/E will also send invoices via the email address cellis@trophyclub.org.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects, landscape architects, interior designers and engineers. The enclosed **Standard Conditions (Exhibit A)** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions, please do not hesitate to call us.

Sincerely,

PARKHILL (A/E)

Town of Trophy Club **(CLIENT)**

By _____
Michael Chad Davis, ASLA
Firm Principal

Signature: _____

Name: _____

Title: _____

Date: _____

MC/ilc

Enclosures: Exhibit A – Standard Conditions

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

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EXHIBIT A

STANDARD CONDITIONS: CLIENT and A/E agree to and accept the following terms and conditions pursuant to and as a part of the parties' Agreement for Professional Services:

ARTICLE 1. INVOICING AND SERVICES

1.1 INVOICING

A/E shall submit invoices for services rendered on a monthly basis to CLIENT. Invoiced amounts are due and payable upon presentation and shall be considered past due if not paid within thirty (30) days of the due date. Past due amounts for invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date.

Payments for services rendered by A/E or for other fees or expenses required by this Agreement are due and payable, and the parties reserve all rights pursuant to Texas Government Code, Chapter 2251, commonly referred to as the Texas Prompt Payment Act. In addition, A/E and CLIENT shall be entitled to any other legal and equitable remedies allowed by applicable law.

1.2 SERVICES DURING CONSTRUCTION

Except as expressly stated in the Scope of Work, A/E shall not, and shall not be responsible to supervise, direct or have control over the Work of CLIENT's or Property Owner's contractors, subcontractors or other service or material providers, including any designated general contractor of CLIENT or Property Owner or any subcontractors thereof (generally and collectively referred to as the "Contractors") nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractors nor for the Contractors' safety precautions or programs in connection with the Work. These above rights and responsibilities are solely those of and between CLIENT and the applicable Contractors. CLIENT agrees that A/E is not responsible for the jobsite condition or on-site worker safety, except as otherwise expressly stated in the Scope of Work.

Except where prohibited by applicable law, A/E shall not be responsible for any acts or omissions of the Contractors, including any subcontractor, any entity performing any portions of the Work or any agents or employees of any of them. A/E does not guarantee the performance of any of the Contractors and shall not be responsible for the Contractors' failure to perform their applicable work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

As used in these Standard Conditions, the term "Contract Documents" refers to the construction plans, specifications, work schedules, work conditions and other matters between CLIENT and/or the Property Owner and their respective Contractors for the build-out or construction services relating to the Project.

A/E shall not be required to sign any document, no matter by whom requested, that would result in A/E having to certify, guarantee, or warrant the existence of conditions whose existence A/E cannot reasonably ascertain. CLIENT agrees not to make resolution of any dispute with A/E or payment of any amount due to A/E contingent upon A/E signing any such document.

1.3 ESTIMATES OR OPINIONS OF PROBABLE CONSTRUCTION COST

In providing estimates or opinions of probable construction cost, CLIENT understands that A/E has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractors' methods of pricing, and that A/E's estimates or opinions of probable construction costs are made on the basis of A/E's professional judgment and experience. A/E makes no warranty, express or implied, that the bids or the negotiated construction cost will not vary from A/E's estimates or opinions of probable construction cost.

1.4 HAZARDOUS MATERIALS

As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the project site.

Both parties acknowledge that A/E's scope of services does not include any services related to the presence of any hazardous or toxic materials. If A/E or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to A/E that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of A/E's services, A/E may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or Contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

1.5 ACCESSIBILITY

CLIENT acknowledges that the requirements of the Americans with Disabilities Act, as amended (ADA), and other federal, state and local accessibility laws, rules, codes, ordinances, and regulations will be subject to various and possibly contradictory interpretations. CLIENT further acknowledges that the ADA is a Civil Rights law and not a building code, and does not use prescriptive language. A/E, therefore, will use its reasonable professional efforts and judgment to interpret applicable accessibility requirements in effect as of the date of the execution of this Agreement, and as they apply to the Project. A/E, however, cannot and does not warrant or guarantee that CLIENT's Project will comply with all interpretations of the accessibility requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CLIENT and A/E understand that, unless exempted by applicable law, the Project must be submitted to the Texas Department of Licensing and Regulations (TDLR) – Elimination of Architectural Barriers (EAB) Division for plan review for compliance with Texas Accessibility Standards (TAS) requirements. A/E will include in the design of the Project all changes that are the result of the TDLR plan review. After construction of the Project, TDLR requires an inspection of the Project for compliance confirmation. However, A/E cannot and does not warrant or guarantee that different rules and/or interpretation may be applied to CLIENT's Project at the time of the final TDLR inspection. Compliance with changes required by the TDLR final inspection that were not mentioned in the TDLR plan review may be required, and any additional services to be performed by A/E in order to meet or address those requirements will be charged to and payable by CLIENT.

1.6 STANDARD OF CARE BY A/E AND LIMITED WARRANTY

In providing services under this Agreement, A/E shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. OTHERWISE, A/E MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT, AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED.

CLIENT shall be responsible for all requirements and instructions that it provides to A/E pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information provided by CLIENT to A/E. A/E may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or providing services under this Agreement, subject to any express limitations or reservations applicable to the provided items.

1.7 CLIENT RESPONSIBILITIES

CLIENT will provide A/E with reasonable access to the work site. Unless specifically included in A/E's

Scope of Work, CLIENT will, at CLIENT's expense, apply for and obtain applicable permits in a timely manner, provide all legal services in connection with the Project, and provide environmental impact reports and energy assessments, if and as needed or appropriate for A/E's services. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the terms of this Agreement. Any such fee or expense approved by CLIENT and that is paid for by A/E shall be included in A/E's invoice for amounts payable by CLIENT, and A/E may require advance payment before incurring the fee or expense.

1.8 OWNERSHIP OF DOCUMENTS AND DIGITAL DATA

All reports, drawings, specifications, computer files, field data, notes, data on any form of digital data, and other records or documents prepared by A/E are deemed instruments of service (collectively the "Instruments of Service") and shall remain the property of A/E. A/E shall retain a common law, statutory and other reserved rights, including copyrights, in and to all Instruments of Service and any derivative works thereof relating to the Project.

A/E grants to CLIENT a nonexclusive, limited license to reproduce or use A/E's Instruments of Service solely for the purpose of constructing, effecting, making improvements to, using and maintaining the Project; provided, however, this grant is made with the express understanding that A/E shall have been paid in full for the Services rendered hereunder. CLIENT shall not use the Instruments of Service for other projects without prior written agreement of A/E. CLIENT understands that the unauthorized use of Instruments of Service is prohibited, will be deemed a material breach of this Agreement and may result in liability and other adverse consequences to CLIENT. ANY UNAUTHORIZED USE OF THE INSTRUMENTS OF SERVICE SHALL BE AT CLIENT'S OR SUCH OTHER USER'S SOLE RISK AND WITHOUT LIABILITY TO A/E.

1.9 INDEMNIFICATION FOR UNAUTHORIZED USE OF INSTRUMENTS OF SERVICE

TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS A/E, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, OR COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED USE, REUSE OR MODIFICATION OF THE INSTRUMENTS OF SERVICE BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE INSTRUMENTS OF SERVICE FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF A/E; PROVIDED, HOWEVER, THIS INDEMNIFICATION AND HOLD HARMLESS PROVISION SHALL NOT APPLY TO ANY LIABILITY, CLAIMS, DAMAGES, LOSSES OR EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF BODILY INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED OR RESULTING FROM IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE A/E, ITS OFFICERS OR EMPLOYEES WITH RESPECT TO AUTHORIZED USE OF THE INSTRUMENTS OF SERVICE.

1.10 DELIVERY OF DIGITAL DATA

In accepting and utilizing any form of digital data generated and furnished by A/E, CLIENT agrees that all such digital data are Instruments of Service of A/E. CLIENT is aware that differences may exist between the digital data delivered and the printed hard-copy Contract Documents. In the event of a conflict between the original signed Contract Documents prepared by A/E and digital data, the original signed and sealed hard-copy Contract Documents shall govern.

Digital data created by A/E through the application of software licensed for sole and exclusive use by A/E will be furnished to CLIENT in read-only format. CLIENT is responsible for obtaining and maintaining, at CLIENT's expense, software licenses as appropriate for the use of digital data provided by A/E.

Under no circumstances shall delivery of digital data for use by CLIENT be deemed a sale by A/E,

and A/E makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall A/E be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the digital data.

ARTICLE 2. GENERAL PROVISIONS

2.1 APPLICABLE LAW

This Agreement shall be interpreted and enforced according to the laws of the State of Texas, without regard to conflict of laws principles.

See [Tex. Bus. & Com. Code § 272.001](#).

2.2 PRECEDENCE OF CONDITIONS

Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail, unless otherwise agreed in writing by the parties with specific reference to the applicable provision of these Standard Conditions that is intended to be modified.

2.3 ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party (unless such assignment without consent is mandated by law), and any assignment without such written consent shall be void. Notwithstanding the foregoing, A/E is expressly permitted to subcontract or assign portions of the Work or services to subconsultants that A/E may select, provided that A/E shall remain responsible for the Work assigned to and performed by such subconsultants. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

2.4 AMENDMENTS

This Agreement may be amended only by a written instrument, signed by both CLIENT and A/E, which expressly refers to this Agreement.

2.5 DELAYS

CLIENT agrees that A/E is not responsible for damages arising directly or indirectly from any delays for causes beyond A/E's reasonable control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; epidemics or pandemics (including the 2019 Novel Coronavirus or COVID-19, including any on-going or re-occurring effects of same); World Health Organization alerts; declarations of a state of emergency or similar orders issued by local, state or federal government officials; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's Contractors or consultants; discovery of any hazardous substances or differing site conditions; or any other similar or dissimilar cause beyond A/E's reasonable control.

In addition, if the delays resulting from any such causes increase the cost or time required by A/E to perform its services in an orderly and efficient manner, A/E shall be entitled to a reasonable adjustment in schedule and compensation.

2.6 INSURANCE

A/E agrees to provide Professional Liability Insurance and General Liability Insurance during the scope of the services provided for this Project and for a period of 3 years after the completion of services.

2.7 MERGER, WAIVER, SURVIVAL AND SEVERABILITY

Except for amendments approved as required by this Agreement, this Agreement constitutes the entire and integrated agreement between the parties hereto and with regard to the same subject matter and supersedes all prior negotiations, representations and/or agreements, written or oral relating to the same subject matter.

One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions.

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

The parties further intend as follows: (a) if any provision of this Agreement is held to be unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by applicable law, in which case that provision will be disregarded; (b) if an unenforceable provision is modified or disregarded according to this section, then the rest of the Agreement will remain in effect as written; and (c) any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

2.8 TERMINATION AND SUSPENSION

CLIENT may terminate this Agreement for CLIENT's convenience and without cause upon giving A/E not less than seven calendar days' written notice.

A/E may terminate this Agreement, or may suspend Services, upon giving CLIENT not less than seven calendar days' written notice following CLIENT's failure to make timely payment owed to A/E as provided by this Agreement.

In addition, either party may terminate this Agreement for cause upon giving the other party not less than seven calendar days' written notice for any of the following "for cause" reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party, provided that, except where the failure to perform regards CLIENT's payment obligations, the non-performing party is given written notice and description of the failure in question and a reasonable opportunity to cure of at least 10 but no more than 30 days, and the non-performing party cures the matter within the reasonable cure period;
- Unauthorized assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of A/E's services by CLIENT for more than 90 calendar days, consecutive or in aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

A/E shall have no liability to CLIENT on account of A/E's termination of this Agreement for any of the reasons listed in subsections 2.8.1., 2., 3. or 4. above.

In the event of termination of this Agreement by either party, CLIENT shall, within 15 calendar days of the termination date, pay A/E for all services rendered and all reimbursable costs incurred by A/E up to the date of termination, in accordance with the payment provisions of this Agreement.

The terminating party shall set the effective date of termination at a time sufficient (up to 30 days later

than otherwise provided) to allow A/E to demobilize personnel and equipment from the Project, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

2.9 LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER CLIENT NOR A/E, THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES OR AGENTS, CONTRACTORS OR SUBCONSULTANTS SHALL BE LIABLE TO THE OTHER OR SHALL MAKE ANY CLAIM FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY TO THE PROJECT OR THIS AGREEMENT. THIS MUTUAL LIMITATION OF LIABILITY SHALL INCLUDE ALL SUCH DAMAGES THAT EITHER PARTY MAY HAVE INCURRED FROM ANY CAUSE, INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT AND BREACH OF STRICT OR IMPLIED WARRANTY. VIOLATION OF LAW IS WILLFUL OR NEGLIGENT.

2.10 THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or A/E. A/E's services under this Agreement are being performed solely for CLIENT's benefit, and there are no third-party beneficiaries of A/E's services.

2.11 MAINTENANCE, WEAR AND TEAR

Both CLIENT and A/E acknowledge that CLIENT, and only CLIENT, is responsible for maintenance, wear and tear on the project upon substantial completion. CLIENT is responsible for providing routine inspections and maintenance of the project to maintain a safe, functional and weather tight facility. Should CLIENT fail to provide routine inspections and maintenance, and damage occur to the project, A/E is not responsible for any such resultant damage.

ARTICLE 3. DISPUTE RESOLUTION, BETTERMENT, AND COMMUNICATIONS

3.1 DISPUTE RESOLUTION

A/E and CLIENT agree to negotiate all disputes between them in good faith for a minimum of 30 days from the date of notice. Should such negotiations fail, A/E and CLIENT agree that any dispute between their arising out of, or relating to, this Agreement shall be submitted to non-binding mediation prior to the filing of any lawsuit or arbitration proceeding relating to the dispute, unless the parties mutually agree otherwise in writing.

The mediation shall be conducted remotely and by electronic video conference means, unless the parties agree in writing to mediate in person at a mutually agreeable location. The parties agree that conducting mediation by remote means shall constitute a mediation in the state where the Project is located, provided that each of the parties shall have one representative participating in the mediation while the representative is situated in the state where the Project is located. Each party shall assume its own costs associated with the mediation. The mediator's compensation and expenses and any administrative fees or costs associated with the mediation proceeding shall be borne equally by the parties, unless otherwise agreed in writing.

Notwithstanding the foregoing, none of the above Dispute Resolution processes shall prevent or deter a party from protecting or acting upon lien rights, or from seeking immediate, emergency or injunctive relief from a court of competent jurisdiction and as may be available at law or in equity.

3.2 BETTERMENT

If, due to an error or an omission by A/E, any required item or component of the project is omitted from the Construction Documents, A/E shall not be responsible for paying the cost to add such item or

component to the extent that such item or component and the cost of same would have been otherwise necessary to the project or otherwise add value or betterment to the project.

3.3 NOTICES

All notices provided for in this Agreement shall be in writing. Any notices that are submitted by email exchanged between the parties' authorized representatives may be effective upon proof of receipt and delivery records. Each of the parties agrees to reasonably confirm receipt of notices submitted by the other party. Otherwise, all notices provided for in this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service to the parties at each of their respective representatives noted below, unless otherwise changed upon written notice:

A/E: Chad Davis, ASLA, 4222 85th Street, Lubbock, TX, 806-473-2200, Cdavis@parkhill.com
(Representative name, physical and mailing address, phone, and email)

CLIENT: Chase Ellis, CPRP, CPO, Town of Trophy Club, 1 Trophy Wood Drive
Trophy Club, Texas 76262, Cellis@trophyclub.org
(Representative name, physical and mailing address, phone, and email)

3.4 ELECTRONIC SIGNATURES

In accordance with applicable law, including the applicable Uniform Electronic Transactions Act, CLIENT and A/E agree that electronic signatures (such as e-mail or electronically typed signatures) of the parties' authorized representatives to this Agreement and Standard Conditions or to later consents or approvals associated herewith shall constitute the valid signature of the party for purposes of obtaining agreements, consents or other matters prescribed by the Agreement.

END OF EXHIBIT

Parkhill
Hourly Rate Schedule
January 1, 2024 through December 31, 2024

Client: Town of Trophy Club

Project: Trophy Club Community Pool Improvements

Agreement Date: _____

Location: 500 Park View Drive, Trophy Club, TX 76262

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$75.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
		Architect	\$186.00	Architect	\$305.00
SUPPORT STAFF II	\$88.00	Civil Engineer	\$227.00	Civil Engineer	\$344.00
		Electrical Engineer	\$222.00	Electrical Engineer	\$358.00
SUPPORT STAFF III	\$120.00	Interior Designer	\$166.00	Interior Designer	\$264.00
		Landscape Architect	\$179.00	Landscape Architect	\$285.00
SUPPORT STAFF IV	\$129.00	Mechanical Engineer	\$211.00	Mechanical Engineer	\$343.00
		Structural Engineer	\$219.00	Structural Engineer	\$329.00
SUPPORT STAFF V	\$143.00	Survey Tech	\$170.00	Professional Land Surveyor	\$266.00
		Other Professional	\$163.00	Other Professional	\$259.00
SUPPORT STAFF VI	\$154.00				
PROFESSIONAL LEVEL I		PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Architect	\$151.00	Architect	\$226.00	Architect	\$392.00
Civil Engineer	\$165.00	Civil Engineer	\$265.00	Civil Engineer	\$410.00
Electrical Engineer	\$168.00	Electrical Engineer	\$260.00	Electrical Engineer	\$410.00
Interior Designer	\$144.00	Interior Designer	\$181.00	Interior Designer	\$295.00
Landscape Architect	\$144.00	Landscape Architect	\$194.00	Landscape Architect	\$392.00
Mechanical Engineer	\$158.00	Mechanical Engineer	\$248.00	Mechanical Engineer	\$392.00
Structural Engineer	\$158.00	Structural Engineer	\$253.00	Structural Engineer	\$410.00
Survey Tech	\$134.00	Survey Tech	\$207.00	Professional Land Surveyor	\$319.00
Other Professional	\$141.00	Other Professional	\$193.00	Other Professional	\$392.00
PROFESSIONAL LEVEL II		PROFESSIONAL LEVEL V			
Architect	\$163.00	Architect	\$275.00		
Civil Engineer	\$184.00	Civil Engineer	\$319.00		
Electrical Engineer	\$190.00	Electrical Engineer	\$317.00		
Interior Designer	\$151.00	Interior Designer	\$218.00		
Landscape Architect	\$151.00	Landscape Architect	\$236.00		
Mechanical Engineer	\$181.00	Mechanical Engineer	\$302.00		
Structural Engineer	\$179.00	Structural Engineer	\$305.00		
Survey Tech	\$146.00	Professional Land Surveyor	\$240.00		
Other Professional	\$148.00	Other Professional	\$215.00		

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 15 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one-and-a-half times these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.

Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2024 through December 31, 2024. After December 31, 2024, invoices will reflect the Schedule of Charges currently in effect.