



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

April 28, 2025

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion on potential ordinance improvements for regulating and permitting senior group homes and boarding homes. (Tamara Smith, Assistant to the Town Manager)

ADJOURN WORK SESSION

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

INVOCATION led by Chaplain David Impwi

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 is requested to complete the Speaker's Form prior to speaking or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

2. Proclamation - National Day of Prayer
3. Proclamation - Public Employee Recognition Week
4. 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.

- 5. Consider approval of the April 14, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
- 6. **TUP-25-001 (PD-28 Construction Trailer)**
Consider a resolution approving a Temporary Use Permit to allow a construction trailer on NISD High School No. 2, Lot 1, Block 1 property, generally located at 2775 Bobcat Blvd, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)
- 7. Consider authorizing the Town Manager to negotiate and execute a one-year service contract with 4 one-year renewal options with Municipal Mosquito for an annual amount not-to-exceed \$45,000 for mosquito management services. (Matt Cox, Director of Community Development)
- 8. Consider an ordinance amending the FY 2025 Budget, allocating funds for the Police, Fire, and Community Development Departments as well as Trophy Club Park and Crime Control & Prevention District Fund, and establishing an effective date. (April Duvall, Director of Finance)

INDIVIDUAL ITEMS

Consider an ordinance amending the FY 2024-25 Budget, allocating funds for

- 9. **Case SUP-25-002 (Rosati's Pizza Restaurant)**
Conduct a public hearing and consider an ordinance approving a specific use permit request by Synergy Capital Ventures LLC, on behalf of Rosati's Pizza Restaurant for alcohol beverage sales on-premises consumption in conjunction with restaurant use located at 2210 SH 114, #250, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)
 - i. Conduct Public Hearing
 - ii. Consider Ordinance Approval
- 10. **PD-AMD-25-001 (BNHS PD-28 Amendment)**
Conduct a public hearing and consider amending Ordinance No. 2018-26 P&Z, Planned Development District No. 28, to provide a site plan package, including development regulations to accommodate the proposed building additions at Byron Nelson High School, located at 2775 Bobcat Boulevard, within the Northwest Independent School

District boundaries, on a property containing approximately 93 acres of land and generally located northeast of the intersection of Bobcat Boulevard and Marshall Creek Road, within Trophy Club's town limits, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

11. Consider an ordinance approving and authorizing the issuance and sale of Trophy Club Public Improvement District No. 1 special assessment revenue refunding bonds, Series 2025 in the aggregate not-to-exceed principal amount of \$17,000,000; approving and authorizing an indenture of trust, a bond purchase contract, an official statement, a continuing disclosure agreement, a deposit agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (April Duvall, Director of Finance)

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: April 23, 2025, at 2:30 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

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



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

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

AGENDA ITEM: Presentation and discussion on potential ordinance improvements for regulating and permitting senior group homes and boarding homes. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

As part of the FY 2025 Business Plan, Goal #5 focuses on establishing best practices for permitting and regulating senior group homes and boarding homes. This effort includes developing recommendations for potential ordinance improvements to enhance Trophy Club's reputation as a premier neighborhood community.

The Town is making significant progress on this initiative by refining facility definitions, addressing zoning and ordinance considerations, and establishing licensing and registration requirements. In the Town's current ordinance, Convalescent and Group Homes are not state-regulated or licensed, posing legal risks for the Town. To mitigate this risk, proposed ordinance amendments will incorporate Assisted Living Facilities and Community Homes, both state-licensed and regulated, while setting occupancy limits for group homes to enhance compliance.

A reasonable accommodation request process will further protect the Town from ADA-related lawsuits. Assisted Living Facilities currently fall under the Convalescent Home category in the Town's zoning ordinances, but updates are recommended to align with State regulations. While licensing is governed by State law, the Town can strengthen oversight by implementing registration and certificate of occupancy requirements.

To ensure compliance, the Town may require annual inspections, report violations to the Texas Department of Aging and Disability Services (DADS), and revoke occupancy certificates for non-compliance. Additionally, a legal framework is being developed to incorporate reasonable accommodation procedures, ensuring compliance with the Americans with Disabilities Act (ADA) and mitigating potential discrimination claims related to group homes and addiction treatment facilities. Considerations are also being given to occupancy limits, community home requirements, and the renewal process for reasonable accommodations.

Next steps include updating the Town's zoning ordinance to align with State laws, implementing registration and inspection processes, and ensuring zoning regulations remain legally sound. A work shop with the Planning & Zoning Commission and Zoning Board of Adjustments will be scheduled to review recommended updates.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Implementing a registration and inspection process will generate both revenues and expenses. The Town is considering outsourcing inspections to a third-party company, with proposed inspection revenues applied to offset expenses incurred by the Town. As a result, this initiative is expected to have little to no impact on the Town's budget.

LEGAL REVIEW: Recommendations provided in the attached documents have been discussed and reviewed with the Town Attorney.

ATTACHMENTS:

1. Presentation
2. Draft Policy and Procedure
3. Draft Reasonable Accommodation Application
4. Home Inspection Checklist

ACTIONS/OPTIONS:

This agenda item is being presented for discussion and feedback purposes only. No action will be taken by the Town Council during the work shop.



Town Council Work Session

April 28, 2025

Agenda

Introduction
Key Facility Definitions
Zoning and Ordinance Challenges
Licensing and Registration
Inspections and Compliance
Reasonable Accommodation
Group Home Definition and Legal Issues
Occupancy Restrictions
Reasonable Accommodation Renewal
Regulating Existing ALFs
Proposed Ordinance Updates
Next Steps
Current Legislation
Questions/Discussion





Introduction

UPHOLD HOUSING STANDARDS



GOAL FIVE

Establish best practices
for permitting senior
group homes and
boarding homes.



Introduction

Business Plan Goal 5

Objective:

Improve Aging in place options for residents

Initiative:

Establish best practices for permitting senior group homes and boarding homes

Tasks:

Develop recommendations and conduct a Town Council workshop to review potential ordinance improvements for regulating and permitting senior group homes and boarding homes.



Key Facility Definitions

Key Facility Definitions

Assisted Living Facility (ALF):

- Licensed under **Chapter 247** of the Health & Safety Code.
- Provides shelter, food, personal care, medication, skilled nursing, and medical assessments.

Community Home:

- Licensed under **Chapter 123** of the Human Resources Code.
- Includes community-based homes and compatible assisted living facilities.

Convalescent Home:

- Regulated at both the federal and state levels, licensed under **Chapter 242** of the Health and Safety Code, **Chapter 554**, Texas Administrative Code, and the Texas Health and Human Services Commission.

Group Home:

- Unregulated homes serving individuals with disabilities, not under state licensing.

Key Facility Definitions

Definitions in the Town's Ordinance

Convalescent Home:

Any structure, other than a hospital, used for or occupied by persons recovering from illness or suffering from the infirmities of old age.

Group Home for the Disabled:

A dwelling shared by four or more disabled persons, including resident staff, who live together as a single housekeeping unit and in a long-term, family-like environment in which the staff person(s) provide care, education, and participation in community activities for the residents. The primary goal is to enable the residents to live as independently as possible in order to reach their maximum potential.

As used herein, the term "disabled" shall mean having:

- (A)** A physical or mental impairment that substantially limits one or more of such person's major life activities, so that such person is incapable of living independently;
- (B)** A record of having such an impairment; or
- (C)** Being regarded as having such an impairment.

However, "disabled" shall not include current illegal use of or addiction to a controlled substance, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals. The term "group home for the disabled" shall not include alcoholism or drug treatment centers, work release facilities for convicts or ex-convicts, or other housing facilities serving as an alternative to incarceration.



Zoning and Ordinance Challenges

Zoning and Ordinance Challenges



Current Zoning Issue:

- ALFs fall under the **Convalescent Home** category in zoning ordinance, but this is not a perfect fit.
- **Assisted Living Facility (ALF)**
 - Provides shelter, food, personal care, medication, skilled nursing, and medical assessments.
- **Convalescent Home (Town Ordinance Definition)**
 - Any structure, other than a hospital, used for or occupied by persons recovering from illness or suffering from the infirmities of old age.

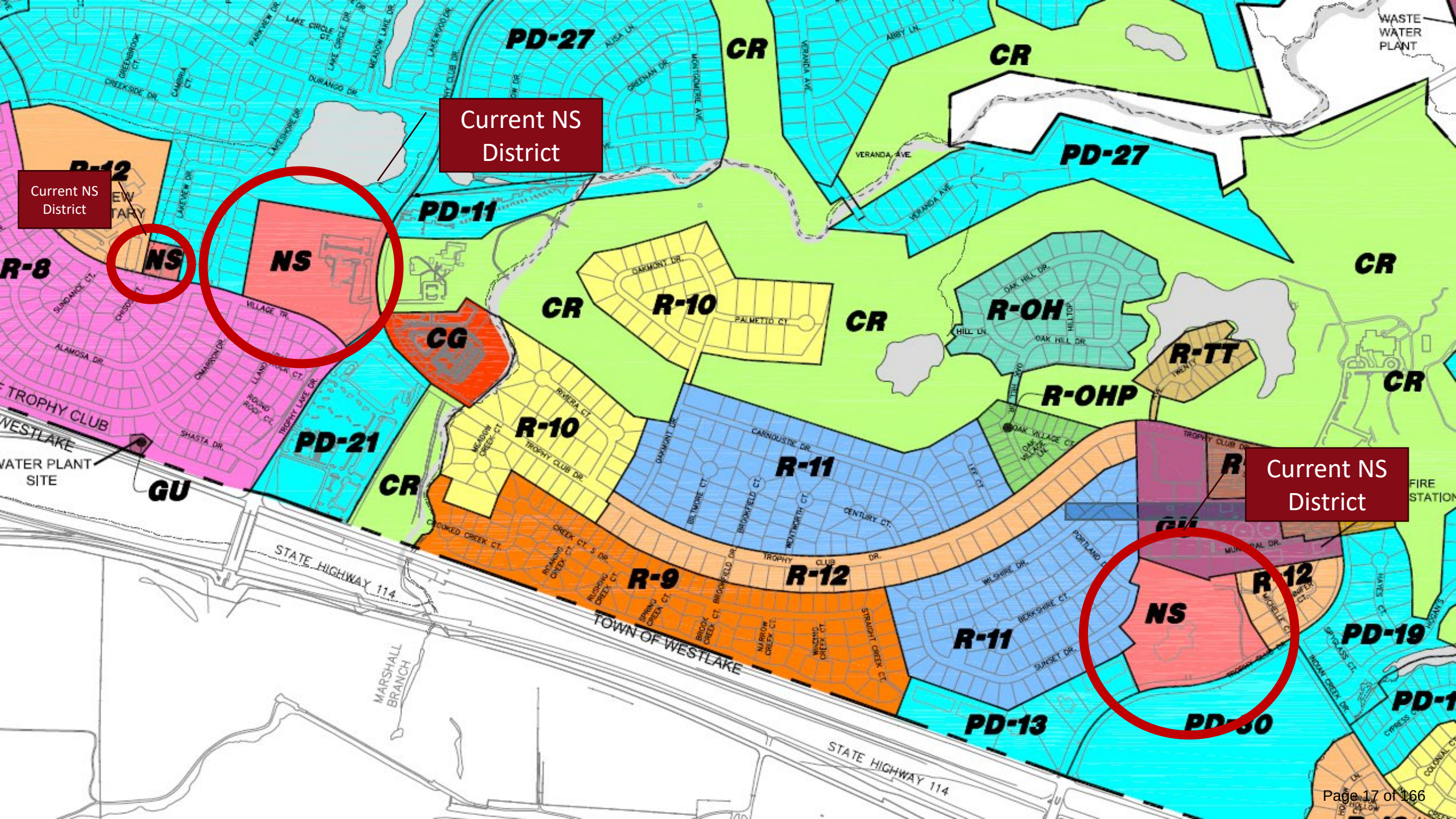
Zoning and Ordinance Challenges

Current Zoning Issue:

- ALFs are only permitted in the Neighborhood Services District (**NS District**), which is not residential.

What is a NS District?

- A Neighborhood Services District is a designated area within a community that focuses on improving local quality of life through services such as code enforcement, housing assistance, community development, and neighborhood revitalization.
- The Town currently has 3 NS Districts:
 - Fellowship United Methodist Church
 - The Church at Trophy Lakes
 - Xplor Preschool & School Age Care-Closed/Now Alliance Consulting Engineers



Current NS District

Current NS District

Current NS District

Zoning and Ordinance Challenges



Proposed Solution:

- Make ALFs a permitted use in residential zoning districts.
- Grandfathering existing ALFs as legal nonconforming uses.
- Trophy Club currently has one assisted living facility off Oak Hill Drive



Licensing and Registration

Licensing and Registration

State Licensing:

- ALFs and Community Homes are licensed by the state.
- Town cannot impose separate licensing but can enforce registration and Certificate of Occupancy (CO) requirements.

Registration:

- Track operating facilities to ensure compliance.
- Tied to CO requirement.



TOWN OF TROPHY CLUB

1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
682-237-2917

Permitting@trophyclub.org

CERTIFICATE OF OCCUPANCY APPLICATION

Business Name _____
Business Address _____ Phone # _____
City, State, Zip _____ Business Type _____

Original Texas Sales Tax Certificate (permanent or temporary) is required. The Certificate must list application address with "Trophy Club, TX, 76262" on the certificate. NO OTHER CERTIFICATE WILL BE ACCEPTED. A Sales Tax Certificate is obtained from the State Comptroller's Office, 4040 Fossil Creek Blvd., Ste. 100, Fort Worth, TX 76137, phone 817-847-6201, <https://comptroller.texas.gov/>.

Business Owner/Tenant

Name _____
Address _____
City _____
St/Zip _____
Phone _____

Property Owner

Name _____
Address _____
City _____
St/Zip _____
Phone _____

THIS USE WOULD BE DESCRIBED AS:

- ☐ Newly Constructed Building ☐ Change of Owner ☐ Change of Occupant
☐ Existing Building ☐ Change of Use ☐ Additional Occupant

THE FOLLOWING BEST DESCRIBES MY OPERATION:

- ☐ Office only ☐ Retail Sales ☐ Medical/Dental ☐ Restaurant
☐ Other: _____ Square Footage of building/office: _____

Number of Employees: _____

Notice: Occupancy of any building is prohibited until the building has been inspected and a Certificate of Occupancy has been issued.

Permit Fee: \$100.00

Use Classification _____ Construction Type _____ Occupant Load _____
(To be completed by the Building Official)

Current CO
Application

Include
designation for
Assisted Living
Facility,
Community,
Convalescent, or
Group Home.



Inspections and Compliance

Inspections and Compliance

Annual Inspections:

- Inspections can be required, especially if there are complaints or initial registration.

Non-Compliance:

- **Report violations** to the Texas Department of Aging and Disability Services (DADS).
- **Revoke CO** if needed.

ADA Concerns:

- Ensure compliance with the **Americans with Disabilities Act (ADA)** to avoid legal issues. A reasonable accommodation procedure should be established.



Reasonable Accommodation (RA)

Reasonable Accommodation (RA)

What is Reasonable Accommodation (RA)?

- A process for applicants to request modifications when their use doesn't fit traditional zoning definitions.

Unusual Applications Example:

- A sober living home that doesn't fit state definitions might request RA.

RA Process:

- Evaluate the request based on zoning concerns (e.g., overcrowding, safety).
- Modify the proposal if needed (e.g., limit occupancy).



TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
682-237-2900

REASONABLE ACCOMMODATION APPLICATION

NAME OF OPERATOR/ORGANIZATION:			
NATURE OF OPERATOR/ORGANIZATION:			
24-HOUR ON-SITE CARE PROVIDED? ☐ YES ☐ NO		ON-SITE RESPONSIBLE PARTY:	
LICENSE WITH THE STATE OF TEXAS? ☐ YES ☐ NO IF YES, PLEASE PROVIDE A COPY OF STATE LICENSE WITH APPLICATION.		CONTACT NAME:	PHONE NUMBER:
ARE YOU ENROLLED IN ANY OTHER STATE PROGRAMS? ☐ YES ☐ NO		IF SO, PLEASE LIST:	
TOTAL NUMBER OF EMPLOYEES/CAREGIVERS: _____		TOTAL NUMBER RESIDENT CHILDREN: _____ (UNDER 18)	
TOTAL NUMBER RESIDENT ADULTS: _____ (19-35) _____ (36-55) _____ (56+)			
OPERATOR/ORGANIZATION CONTACT INFORMATION:		PROPERTY OWNER INFORMATION:	
CONTACT NAME:		CONTACT NAME:	
PHONE NUMBER:		PHONE NUMBER:	
ADDRESS:		PROPERTY ADDRESS:	
ON-SITE EMERGENCY CONTACT:		PRIMARY PHONE:	PRIMARY EMAIL:
PROPERTY DETAILS:			
Total square footage of living space _____ Square footage of living room(s) _____ Square footage of dining room(s) _____ Number of restrooms: Full _____ Half _____			
Number of sleeping room(s) _____ Square footage of each sleeping room _____ Square footage of kitchen/food preparation area _____			
Any security system / alarm at the property? ☐ Y ☐ N If yes, please list _____			
Total linear feet of the street frontage of the property _____ Anticipated Number of vehicles of property _____			
Will there be any vehicles at the property that are not passenger vehicles? ☐ Y ☐ N			
If yes, please describe _____			
Is there any activity that will generate traffic or parking in greater volumes than normally expected in a residential neighborhood? ☐ Y ☐ N			
If yes, please explain _____			
On-site storage (Medicine, Air Tanks, Toxic or Other Hazardous Materials) ☐ Y ☐ N			
If yes, please explain _____			
Will the property create any condition that is offensive by reason of odor, noise, smoke, vibration, electrical interference, heat, or other issues in excess of those normally found in a residential area?			
☐ Y ☐ N If yes, please explain _____			
I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE:			
SIGNATURE:		DATE:	
PLEASE PROVIDE A SUPPLEMENTARY STATEMENT AS TO WHY YOU ARE SEEKING A REASONABLE ACCOMMODATION FROM THE TOWN'S ZONING AND DEVELOPMENT REGULATIONS.			

Proposed
New
Application



Group Home Definition and Legal Issues

Group Home Definition and Legal Issues



Current Definition Exclusion:

- The ordinance excludes alcoholism or drug treatment centers and similar homes, but addiction is a protected disability under the ADA.

Recommendation:

- Don't outright deny RA requests for addiction-related facilities.
- Set conditions (e.g., occupancy limits) instead.

Reasonable Accommodation Mechanism

Group Home for the Disabled:

A dwelling shared by four or more disabled persons, including resident staff, who live together as a single housekeeping unit and in a long-term, family-like environment in which the staff person(s) provide care, education, and participation in community activities for the residents. The primary goal is to enable the residents to live as independently as possible in order to reach their maximum potential.

As used herein, the term “disabled” shall mean having:

- (A) A physical or mental impairment that substantially limits one or more of such person’s major life activities, so that such person is incapable of living independently;
- (B) A record of having such an impairment; or
- (C) Being regarded as having such an impairment.

Protected Disability
under ADA

However, “disabled” shall not include **current illegal use of or addiction to a controlled substance**, nor shall it include any person whose residency in the home would constitute a direct threat to the health and safety of other individuals. The term “group home for the disabled” shall not include alcoholism or drug treatment centers, work release facilities for convicts or ex-convicts, or other housing facilities serving as an alternative to incarceration.

(D)

Include a reasonable accommodation mechanism to permit larger occupancies when appropriate, while using the Chapter 123 limitations as the baseline.



Occupancy Restrictions

Occupancy Restrictions

A Type A facility cares for residents who:

- Do not require care during sleeping hours.
- Can leave the facility unassisted in an emergency.
- Can follow directions during an emergency.

A Type B facility cares for residents who:

- May require care from staff during sleeping hours.
- Need help transferring to and from a wheelchair.
- Need assistance to get out of the facility or are unable to follow directions during an emergency.

Occupancy Restrictions

State Guidelines:

- **Type A** ALFs: 80 sq ft per resident, 4 residents max per room.
- Each resident would require a room size equivalent to 8x10 feet.
- **Type B** ALFs: 100 sq ft per resident, 4 residents max per room.
- Each resident would require a room size equivalent to a 10x10 feet.
- Regulated by **Chapter 247** of the Health and Safety Code.

Four residents would require a space roughly equivalent to an average master bedroom or a one-car garage.

Four residents would require a space roughly the size of a standard two-car garage.

Chapter 123 Community Homes:

- Up to 6 individuals with disabilities and 2 supervisors in one home.



Reasonable Accommodation Renewal

Reasonable Accommodation Renewal



One-Time Application:

- RA applications are a one-time submissions.

Renewal and Non-Compliance:

- Renewal may be required for continued operation.
- Non-compliance with regulations can result in denial of renewal.



Regulating Existing ALFs

Regulating Existing ALFs

Existing ALFs in Town:

- Regulate them to ensure they meet state laws (e.g., room occupancy, licensing).

Compliance Issues:

- If an ALF is non-compliant, report it to Department of Aging and Disability Services (DADS) for enforcement.
- The Town can require compliance without shutting down operations.



Proposed Ordinance Updates

Proposed Ordinance Updates

Update Ordinance:

- Align definitions with state laws (Chapter 247 and Chapter 123).
- Add in Chapter 123 limitation to group homes, with a reasonable accommodation application for larger occupancy levels.
- Introduce registration and inspection requirements.

Outsourcing inspections to a third-party company will be considered. The inspection cost will be applied to offset any expenses owed by the Town.

Reasonable Accommodation Process:

- Develop procedures for applicants to request accommodations.
- Include an ZBA appeal process for RA requests.



The applicant must complete the Reasonable Accommodation Application.



Next Steps

Next Steps



Work Sessions:

- Town Council Presentation- (April 2025)
- P&Z Presentation- (May or June 2025)
- ZBA Presentation- (May or June 2025)

Community Outreach:

- Community Education Session- (May or June 2025)

Final Presentation:

- Finalized Ordinance Changes Presented to Council- (June 2025 or July 2025)

Next Steps

Recommended Actions:

- Ordinance Changes
- Implement reasonable accommodation application, policy, and procedure.
- Implement inspection requirements.
- Develop a Zoning Board of Adjustment (ZBA) appeal process.

Next Steps

Summary:

- Proposed updates will ensure ALFs, Group Homes, and Community Homes comply with state laws.
- The Town will be better prepared to handle unique situations through reasonable accommodation requests.



Current Legislation

Current Legislation

Summary of S.B. 1402 (West) – Group Home Registration

Key Provisions:

•Registration Requirement:

- A group home must register with the **city's police department** or the **county sheriff's department** (if no city police department exists) within **60 days** of starting operations.

•Registration Details:

- Must be completed in the format prescribed by the relevant department.
- Must include:
 - **Contact information** for the owner or operator.
 - **Emergency contact information** if different from the owner/operator's contact.

•Penalties for Non-Compliance:

- First violation: **\$2,500** civil penalty.
- Each subsequent day of violation: **\$100 per day**.
- Each day a violation continues is considered a separate offense.

•Enforcement:

- The **city or county** may file a lawsuit to recover penalties.
- If successful, they may also recover **court costs and attorney's fees**.

•Welfare Checks:

- Police or sheriff's departments are **authorized to conduct periodic welfare checks** on group home residents.

Current Legislation

1. Senate Process

- ✓ **Filed & Received** – The bill has been introduced.
- ✓ **Committee Review** – Assigned to a Senate committee, which holds hearings, debates, and may amend the bill.
- ◆ **Committee Vote** – If approved, it moves to the full Senate.
- ◆ **Senate Floor Vote** – Debated and voted on by all Senators. Needs a **majority vote** to pass.

2. House Process (*if passed by the Senate*)

- ◆ **Referred to House Committee** – Another review, possible amendments, and a vote.
- ◆ **House Floor Vote** – All Representatives debate and vote. Needs a **majority vote** to pass.

3. Finalization

- ◆ **Reconciliation (if needed)** – If the House amends the bill, the Senate must agree or work out differences in a **conference committee**.
- ◆ **Final Votes** – Both chambers must approve the final version.

4. Governor's Desk

◆ Governor's Action:

- **Signs into law** – The bill becomes law.
- **Veto** – The Legislature can override with a **two-thirds vote** in both chambers.
- **No action (after 10 days)** – The bill automatically becomes law unless vetoed.
- If signed into law the act will take effect September 1, 2025.

Questions/Discussion





[social media](#) | [email](#) | [website](#)

Town of Trophy Club
Community / Group Home
Reasonable Accommodation Policy and Procedure

I. PURPOSE.

This policy is intended to provide guidelines for the requirements of an application for reasonable accommodation for any Community or Group Home located within the Town, and for the Town's compliance to the requirements of 42 U.S.C. 3601-3619 (the "Federal Fair Housing Act"), which requires that governments provide a "reasonable accommodation" for the handicapped, if necessary, to afford an equal opportunity with regard to the use and enjoyment of a dwelling.

II. DEFINITIONS.

- a. *Director* shall mean the Director of Community Development for the Town of Trophy Club, Texas, or his or her designee.
- b. *"Community Home"* shall mean an entity (1) operated by the Texas Department of Mental Health and Mental Retardation, Certified by the Texas Department of Human Services as a provider under the medical assistance program serving persons in intermediate care facilities or persons with mental retardation, or licensed under Chapter 247, Health and Safety Code as an assisted living facility, and (2) provides food and shelter, personal guidance, care, habitation services and supervision to persons with disabilities in the home.
- c. *"Group Home"* shall mean housing occupied by groups of four (4) or more unrelated individuals with disabilities, which may or may not be provided by organizations that also offer various services for individuals with disabilities living in the home.
- d. *Individual with disability* shall mean (1) an individual with a physical or mental impairment that substantially limits one or more major life activities; (2) an individual who is regarded as having such impairment; and (3) an individual with a record of such impairment.
- e. *Operator* shall mean any person or entity responsible for any business or service operations of a Community or Group Home.
- f. *Owner* shall mean the owner of real property upon which a Community or Group Home is to be located.
- g. *Town* shall mean the Town of Trophy Club, Texas.

III. APPLICATION REQUIRED.

An Owner or Operator shall not use, occupy, or cause to be used or occupied, any building structure in any zoning district located within the Town as a Group Home without making an application on form furnished by the Director.

IV. PROCEDURE FOR CONSIDERATION OF REASONABLE ACCOMMODATION FOR DISABLED INDIVIDUALS.

- a. A person requesting a reasonable accommodation from this ordinance on the basis of a disability may file a request for reasonable accommodation with the Community Development Department.
- b. A reasonable accommodation request may be made to the Community Development Department by any person with a disability; the person's representative; a developer; or a provider of housing for individuals with disabilities. The request shall state the reason for the accommodation and the basis for the request and demonstrate that the reasonable accommodation is requested on the basis of disability and is both reasonable and necessary to ensure equal opportunity for individuals with disabilities to obtain housing in accordance with the Fair Housing Act.
- c. The Director shall conduct a hearing to determine whether the request for reasonable accommodation should be granted. The applicant or applicant's representative shall have the burden to demonstrate that:
 1. The applicant (or the person on whose behalf the applicant is requesting the accommodation) suffers from a disability as defined by the Fair Housing Act, as amended; and,
 2. The applicant (or the person on whose behalf the applicant is requesting the accommodation) demonstrates that the accommodation is both reasonable and necessary. An accommodation under this section is "necessary" if, without the accommodation, the applicant will be denied an equal opportunity to obtain the housing of his or her choice.
- d. If the applicant demonstrates the matter set out in 4. (b) 1 and 2. above, the request for reasonable accommodations shall be granted by the Director in writing unless the accommodation would fundamentally alter the Town's land use and zoning patterns or if the impact of the use on its surroundings is greater than that of other uses permitted in the zoning district.
- e. A reasonable accommodation for an increase in the number of residents terminates if the property ceases to be operated as housing for disabled persons as defined by the Fair Housing Act, as amended.
- f. A decision of the Community Development Department regarding a reasonable accommodation request may be appealed to the Town's Zoning Board of Adjustments.

Effective this the _____ day of _____, _____.

Tamara Smith

Assistant to the Town Manager



TOWN OF TROPHY CLUB
1 TROPHY WOOD DRIVE
TROPHY CLUB, TEXAS 76262
682-237-2900

REASONABLE ACCOMMODATION APPLICATION

NAME OF OPERATOR/ORGANIZATION:		
NATURE OF OPERATOR/ORGANIZATION:		
24-HOUR ON-SITE CARE PROVIDED? ☐ YES ☐ NO	ON-SITE RESPONSIBLE PARTY:	
LICENSE WITH THE STATE OF TEXAS? ☐ YES ☐ NO IF YES, PLEASE PROVIDE A COPY OF STATE LICENSE WITH APPLICATION.	CONTACT NAME:	PHONE NUMBER:
ARE YOU ENROLLED IN ANY OTHER STATE PROGRAMS? ☐ YES ☐ NO	IF SO, PLEASE LIST:	

TOTAL NUMBER OF EMPLOYEES/CAREGIVERS: ____ TOTAL NUMBER RESIDENT CHILDREN: ____ (UNDER 18)
TOTAL NUMBER RESIDENT ADULTS: ____ (19-35) ____ (36-55) ____ (56+)

OPERATOR/ORGANIZATION CONTACT INFORMATION:	PROPERTY OWNER INFORMATION:
CONTACT NAME:	CONTACT NAME:
PHONE NUMBER:	PHONE NUMBER:
ADDRESS:	PROPERTY ADDRESS:

ON-SITE EMERGENCY CONTACT: _____ PRIMARY PHONE: _____ PRIMARY EMAIL: _____

PROPERTY DETAILS:

Total square footage of living space _____ Square footage of living room(s) _____ Square footage of dining room(s) _____ Number of restrooms: Full ____ Half ____
Number of sleeping room(s) _____ Square footage of each sleeping room _____ Square footage of kitchen/food preparation area _____
Any security system / alarms at the property? ☐ Y ☐ N If yes, please list _____
Total linear feet of the street frontage of the property _____ Anticipated Number of vehicles at property _____
Will there be any vehicles at the property that are not passenger vehicles? ☐ Y ☐ N
If yes, please describe _____
Is there any activity that will generate traffic or parking in greater volumes than normally expected in a residential neighborhood? ☐ Y ☐ N
If yes, please explain _____
On-site storage (Medicine, Air Tanks, Toxic or Other Hazardous Materials) ☐ Y ☐ N
If yes, please explain _____
Will the property create any condition that is offensive by reason of odor, noise, smoke, vibration, electrical interference, heat, or other issues in excess of those normally found in a residential area?
☐ Y ☐ N If yes, please explain _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE:

SIGNATURE: _____

DATE: _____

PLEASE PROVIDE A SUPPLEMENTARY STATEMENT AS TO WHY YOU ARE SEEKING A REASONABLE ACCOMMODATION FROM THE TOWN'S ZONING AND DEVELOPMENT REGULATIONS.



**HOME
SAFETY
INSPECTION
CHECKLIST**

--	--	--

Property Address

Inspection Date

Inspector's
Initials

**THIS IS AN OFFICIAL NOTICE OF VIOLATION FOR THE CODE VIOLATIONS
INDICATED BY A "FAIL."
THE LANDLORD/HOMEOWNER IS RESPONSIBLE FOR CORRECTING ALL
VIOLATIONS WITHIN 10 DAYS OF THE DATE OF THIS FORM.**

EXTERIOR STRUCTURE

	PASS	FAIL
Address numbers visible and not obscured, or illegible (2018 IPMC 304.3)	☐	☐
Door(s) and hardware in good condition (2018 IPMC 304.15)	☐	☐
Door(s) secured tightly by lock(s) (2018 IPMC 304.15)	☐	☐
Roof shingles and/or roof components not damaged or missing (2018 IPMC 304.7)	☐	☐
Window(s) free from leaks or cracks (2018 IPMC 304.13.1)	☐	☐
Window screen(s) present and undamaged (2018 IPMC 304.14)	☐	☐
Window(s) open, close, and latch freely (2018 IPMC 304.13)	☐	☐
No holes in walls (2018 IPMC 304.6)	☐	☐
No loose or rotting materials (2018 IPMC 304.6)	☐	☐
No exposed wood (2018 IPMC 304.6)	☐	☐
No chipped or peeling paint (2018 IPMC 304.6)	☐	☐
Stairs, decks, porches, balconies, and other attached appurtenances in good repair (2018 IPMC 304.1.1(12))	☐	☐

ELECTRICAL AND MECHANICAL EQUIPMENT

	PASS	FAIL
Smoke detectors present, operable, and <10 years of age – in each sleep area and adjacent hallway (2018 IRC R314.3 & NFPA 72, 14.4.5.6)	☐	☐
CO detectors present, operable, and <10 years of age on every habitable level (NFPA 72, 17.12.1(2))	☐	☐
CO detectors present, operable, and <10 years of age outside each sleeping area (2018 IRC R315.3)	☐	☐
CO detectors present, operable, and <10 years of age inside sleeping areas with fuel-burning appliances (NFPA 72, 17.12.1(1))	☐	☐

Heating facilities operable – minimum of 65°F in all habitable rooms (2018 IPMC 602.2)	☐	☐
Fixtures and/or cover plates present and undamaged (2017 NEC 406.6)	☐	☐
Outlets and switches operable (2017 NEC 110.7)	☐	☐
Electrical panelboard circuits labeled and undamaged (2018 IPMC E3706.2)	☐	☐
Luminaires in wet or damp locations protected from water contact (2018 IRC E4003.9)	☐	☐
Extension or flexible cords not being used for permanent wiring (2018 IPMC 605.4)	☐	☐

PLUMBING

	PASS FAIL	
Water system connected and supplying all fixtures (2018 IPMC 505.3)	☐	☐
Water heating facilities maintained in good order and capable of providing a minimum 110°F (2018 IPMC 505.4)	☐	☐
Water heating facilities equipped with relief valves (2018 IPC P2804.1)	☐	☐
Fixtures maintained in a safe, sanitary, and functional condition (2018 IPMC 504.1)	☐	☐

INTERIOR STRUCTURE

	PASS FAIL	
Interior rooms and surfaces are sanitary and free of defective conditions (2018 IPMC 305.3 & 308.1)	☐	☐
Stairs and walking surfaces maintained in good repair (2018 IPMC 305.4)	☐	☐
Handrails and guards maintained in good repair (2018 IPMC 305.5)	☐	☐
No pest infestation (2018 IPMC 309.1)	☐	☐

EXTERIOR PROPERTY AREAS

	PASS FAIL	
All exterior areas are clean, safe, and in a sanitary condition (2018 IPMC 302.1)	☐	☐
All sidewalks, walkways, stairs, driveways, and parking spaces maintained free from hazardous conditions (2018 IPMC 302.3)	☐	☐
No evidence of rodent harborage (2018 IPMC 302.5)	☐	☐
Accessory structures, including fences and sheds, maintained in good repair (2018 IPMC 302.7)	☐	☐

Swimming pools, spas, and hot tubs maintained in good repair and properly enclosed – min. 48” barrier (2018 IPMC 303.1)

☐ ☐

OTHER CONDITIONS OR NOTES

Additional safety concerns noted

NFPA – National Fire Protection Association

IPMC – International Property Maintenance Code

IPC – International Plumbing Code

IRC – International Residential Code

NEC – National Electric Code

INSPECTION DATE: _____

INSPECTOR’S INITIALS: _____

Inspection Checklist



Office of the Mayor Proclamation

WHEREAS, from our nation's humble beginnings, public prayer and national days of prayer have played a vital role in the life and history of America dating back to the first call to prayer in 1775 when the Continental Congress asked the colonies to pray for wisdom in forming a nation, and the call to prayer has continued throughout our history both in times of conflict and peace, including President Lincoln's proclamation of a day of "*humiliation, fasting, and prayer*" in 1863; and

WHEREAS, these times of national supplication were made official in 1952 when President Harry Truman signed a joint resolution of the U.S. Congress which enacted legislation setting aside an annual day of prayer for the nation, and in 1988 this Public Law was amended by Congress and President Reagan, permanently proclaiming the first Thursday of May annually as The National Day of Prayer; and

WHEREAS, the National Day of Prayer is thus acknowledged as a vital part of our nation's heritage as it enables us to recall and teach the way in which our forefathers sought the wisdom of God when faced with critical decisions, thereby reaffirming the spiritual principles upon which this nation was founded; and

WHEREAS, the National Day of Prayer belongs to all Americans and is a day that transcends differences, bringing together citizens from all backgrounds to seek God for the area and country where we live, learn, work, worship, and serve and to honor God and give Him thanks for the many liberties and blessings we have received, among them the freedom to gather, worship and pray; and

WHEREAS, Thursday, May 1, 2025, is the 74th Observance of the National Day of Prayer in our nation and simultaneously the 33rd consecutive observance for the citizens in this 76262 community, having as its theme for this year: **Pour Out to the God of Hope and Be Filled**, based upon Romans 15:13, "Now may the God of hope fill you with all joy and peace in believing, so that you will abound in hope by the power of the Holy Spirit"; and

WHEREAS, on this National Day of Prayer we come together as leaders and citizens to unite our hearts and voices together in prayer as one nation under God acknowledging our dependency upon Him and to seek His divine guidance, protection, and strength to meet the challenges that we face both present and future, and to pray for peace throughout our nation and the world.

NOW, THEREFORE, I, Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, and on behalf of the Trophy Club Town Council, do hereby proclaim Thursday, May 1, 2025, as,

"A Day of Prayer"

in the Town of Trophy Club; to coincide with the National Day of Prayer.

PROCLAIMED AND SIGNED on this the 28th day of April 2025.

Jeannette Tiffany, MAYOR



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the April 14, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a regular meeting on April 14, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/AN/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 04.14.2025 TC meeting minutes

ACTIONS/OPTIONS:

Move to approve the April 14, 2025, Town Council regular meeting minutes.

Town of Trophy Club Town Council
Meeting Minutes - April 14, 2025, 7:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL MEETING TO ORDER

Mayor Tiffany called the meeting to order at 7:00 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem (*participated by video conference at 7:40 p.m. – 8:30 p.m.*)
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3

COUNCIL MEMBERS ABSENT

Rhylan Rowe, Council Member Place 4
Council Member Place 5 (Vacant)

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager

INVOCATION

Pastor Joel Quilé, Bara Church, delivered the invocation.

PLEDGES

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

PUBLIC COMMENTS

Melissa and Jef Eason, 605 Indian Creek, spoke in reference to "Two Lights for Tomorrow" initiative, a nationwide effort to commemorate the upcoming 250th birthday of the United States. Inspired by Paul Revere's historic ride on April 18–19, 1775, the program encourages citizens across the country to display two lights as a symbolic call for unity and a shared commitment to building a better future together during the month of April.

COMMUNITY SPOTLIGHT

3. Working for You... Trophy Club

a) Update from Town Council Members

Mayor Tiffany requested Chief Wise to provide an update on the Trophy Club Fire Department's Annual Report. The report includes key performance metrics, notable achievements, and showcases the work of the department's personnel. The digital report is available on the Fire Department's webpage.

b) Update from Town Manager

Town Manager Wright requested Director Ellis to provide highlights from the Easter EGGStravaganza event held on Saturday, April 12, at Harmony Park. The event was well attended and enjoyed by families throughout the community.

Town Manager Wright also announced and played the Town's new Waste & Recycling Management Video, created to help residents understand upcoming service changes with Community Waste Disposal (CWD). The video explains recycling bin options, service details, and the updated pickup schedule, supporting the Town's continued commitment to sustainability and resident education.

Additional announcements included:

- Good Friday Holiday – Town offices will be closed Friday, April 18. Police, Fire, and EMS will remain in operation.
- Breakfast with Tiffany – April 21, Starbucks inside Tom Thumb, 9:00 a.m.
- Town Weekly – There will be no edition published on Friday.

Upcoming Meetings

- April 21 – Parks & Recreation Board Meeting at 6:00 p.m.
- April 23 – Crime Control & Prevention District Meeting at 6:00 p.m.

c) Quick Civic Tip

Town Attorney Roggia provided a Civic Tip on the Town Charter's Section 10.01, highlighting the Town Council's authority to control public spaces, including the selection of franchise utilities such as solid waste providers. He also noted that the proposed ordinance under the Consent Agenda includes CWD's rates to be added in the Town's fee schedule for improved transparency and public accessibility.

CONSENT AGENDA

2. Consider approval of the minutes from the following meetings: March 10, 2025, Town Council Regular Meeting; the March 10, 2025, Joint Work Session of the Town Council and Economic Development Corporation; and the March 24, 2025, Town Council Work Session. (Tammy Dixon, Town Secretary)
3. Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule", Article A1.000 "General Provisions," Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-09

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SUBSECTION (c)(2)&(3) "METER FEE", OF SECTION A1.014 "WATER AND WASTEWATER FEES FOR PUBLIC IMPROVEMENT DISTRICT NO. 1", OF ARTICLE A1.000 "GENERAL PROVISIONS", OF APPENDIX A "FEE SCHEDULE", OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR 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 FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

4. Consider an ordinance of the Town of Trophy Club amending Chapter 13, Article 13.02 "Solid Waste" of the Code of Ordinances, by repealing Division 1 in its entirety and adopting a new Division 1; by amending Division 2 "Scavenging Refuse" of Article 13.02 "Solid Waste" by replacing Section 13.02.041 "Definitions" in its entirety; and providing for solid waste collection. (Tamara Smith, Assistant to the Town Manager) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 13 "UTILITIES", ARTICLE 13.02 "SOLID WASTE", DIVISION 1 "GENERALLY" OF THE CODE OF ORDINANCES, THE TOWN OF TROPHY CLUB, TEXAS, BY REPEALING DIVISION 1 IN ITS ENTIRETY AND ADOPTING NEW DIVISION 1; AND BY AMENDING SECTION 13.02.041 "DEFINITIONS" OF DIVISION 2 "DISCARDED MATERIALS"; PROVIDING FOR SOLID WASTE COLLECTION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; 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 IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

5. Consider an ordinance for the Town of Trophy Club approving the annual rate for solid waste and recycling services from the Town's franchise vendor, Community Waste Disposal, effective June 1, 2025. (Tamara Smith, Assistant to the Town Manager) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-11

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING ARTICLE A1.000 "GENERAL PROVISIONS" OF APPENDIX A "FEE SCHEDULE" BY ADDING A NEW SECTION A1.017 "SOLID WASTE COLLECTION AND RECYCLING SERVICES FEES" OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR AMENDMENT; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

6. Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule," Article A1.000 "General Provisions," Section A1.010 "Municipal Court," by adding a new Subsection (h) "Credit Card Fees," of the Code of Ordinances. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING APPENDIX A "FEE SCHEDULE," ARTICLE A1.000 "GENERAL PROVISIONS," SECTION A1.010 "MUNCIPAL COURT," BY ADDING A NEW SUBSECTION (H) "CREDIT CARD PROCESSING FEE," OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; AUTHORIZING A SERVICE CHARGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

7. Consider authorizing the Town Manager to terminate the interlocal agreement between the City of Fort Worth and the Town of Trophy Club for Household Hazardous Waste Program. (Brandon Wright, Town Manager)
8. Consider a resolution adopting the Town of Trophy Club Investment Policy for Fiscal Year 2024-2025. (April Duvall, Director of Finance) The caption of the resolution reads as follows:

RESOLUTION NO. 2025-07

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING AMENDMENTS TO THE THRIVE BUSINESS GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

Council Member Beach moved to approve Consent Items 2-8. Council Member Bauer seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany
NAYES: None
ABSENT: Flynn, Rowe
VOTE: 4-0-2

INDIVIDUAL ITEMS

9. Consider a resolution amending the Thrive Business Grant program, which provides revisions to grant requirements and monitoring and accountability and proposes a new timeline for the second round of business grants. (Tamara Smith, Assistant to the Town Manager)

Ms. Smith provided an update on the Thrive Business Grant program, including progress reports from current grantees and proposed amendments to the grant resolution. Amendments include updated monitoring and accountability measures and a new timeline section. Notable changes require that equipment purchased with grant funds remain in Trophy Club for the duration of the business's operations, allow for up to a 10% adjustment in grant amounts (with a maximum award of \$20,000), and require three quotes—one from a local vendor when available. Businesses must itemize shipping costs, and international shipping and customs fees are not eligible for reimbursement. Exterior modifications must receive prior Town approval.

Council Member Sheridan moved to approve Resolution 2025-07 amending the Thrive Business Grant program with the clarification allowing flexibility for businesses unable to obtain three quotes due to specialized equipment. Council Member Bauer seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2025-07

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING AMENDMENTS TO THE THRIVE BUSINESS GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany
NAYES: None
ABSENT: Flynn, Rowe
VOTE: 4-0-2

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:32 p.m. and reconvened into Open Session at 8:34 p.m. in accordance with the Texas Government Code regarding: Section 551.071

- a. Consultation with the Town Attorney to seek legal advice regarding potential amendments to the Interlocal Cooperative Agreement for Administration of Fire Protection Services with Trophy Club Municipal Utility District #1 and any and all legal matters related thereto.

Council Member Sheridan moved to authorize the Town Manager to negotiate amendments to the Interlocal Cooperative Agreement for Administration of Fire Protection Services with Trophy Club Municipal Utility District #1. Council Member Bauer seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Sheridan, Tiffany
NAYES: None
ABSENT: Flynn, Rowe
VOTE: 4-0-2

- b. Consultation with the Town Attorney to seek legal advice regarding the Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services with Trophy Club Municipal Utility District #1 and any and all legal matters related thereto. **No Action Taken.**

ADJOURNMENT

Mayor Tiffany adjourned the work session at 8:34 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: TUP-25-001 (PD-28 Construction Trailer)

Consider a resolution approving a Temporary Use Permit to allow a construction trailer on NISD High School No. 2, Lot 1, Block 1 property, generally located at 2775 Bobcat Blvd, Trophy Club, Denton County, Texas.
(Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: According to Sec. 14.02.251 of the Code of Ordinances, construction offices that are used temporarily by contractors during the construction of buildings must obtain a Temporary Use Permit (TUP) through approval from the Town Council, after recommendation by the Planning & Zoning Commission. In addition, the allowed time period may tie into the schedule of construction, with annual renewal through this same process, if necessary.

The applicant is requesting approval of a TUP to allow one construction trailer, one roll-off dumpster, and temporary fencing located on the property of the PD-28 Lot 1 while construction is ongoing. The construction trailer will be in an open area that will later be landscaped and the roll-off dumpster will be located in the parking spaces after they are poured. A temporary six (6) foot-tall fence will surround the entire lot for security. *Referance Figure 1.*

Figure 1

ACTIONS/OPTIONS:

Staff recommends that Town Council move to approve the resolution approving a Temporary Use Permit to allow a construction trailer on PD-28 Lot 1, Block 1 property, generally located at 2775 Bobcat BLvd, Trophy Club, Denton County, Texas.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB APPROVING A TEMPORARY USE PERMIT FOR NORTHSTAR BUILDING GROUP, TO PLACE A CONSTRUCTION OFFICE TRAILER ON THE PD-28 NISD HIGH SCHOOL NO. 2, LOT 1, BLOCK 1 PROPERTY, GENERALLY LOCATED APPROXIMATELY 600 FEET NORTH OF BOBCAT BLVD, AND PROVIDING FOR CONDITIONS OF APPROVAL.

WHEREAS, Northstar Building Group, has filed a temporary use permit application and formally requested the use of a construction trailer on the PD-28 NISD High School No. 2, Lot 1, Block 1 property, generally located approximately 600 feet north of Bobcat Blvd; and

WHEREAS, Section 14.02.251 – “Temporary Uses” in the Code of Ordinances, Town of Trophy Club, Texas, requires a temporary use permit for temporary construction office trailer use to be approved by the Town Council through a Resolution; and

WHEREAS, the Town Council finds that the conditions of approval in this Resolution will ensure that the health, safety, and welfare of the general public is protected;

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.

Section 2. The request by Northstar Building Group, for a temporary use permit for a construction office trailer on the PD-28 NISD High School No. 2, Lot 1, Block 1 property, generally located approximately 600 feet north of Bobcat Blvd is hereby approved, subject to the following conditions:

- (A) The location and configuration of the construction office trailer, temporary fencing, and storage boxes shall be consistent with what is shown and described in the attached **Exhibit A**; and
- (B) The temporary use permit shall expire on May 1, 2027, and the construction office trailer, temporary fencing, and storage boxes shall be removed from the property on or before May 1, 2027.

Section 3. The temporary use permit authorized by this Resolution shall comply with all Town of Trophy Club codes and ordinances, except where specifically exempted herein.

Section 4. This Resolution shall take effect from and after its date of passage in accordance with law.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this 28th day of April, 2025.

Jeannette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:

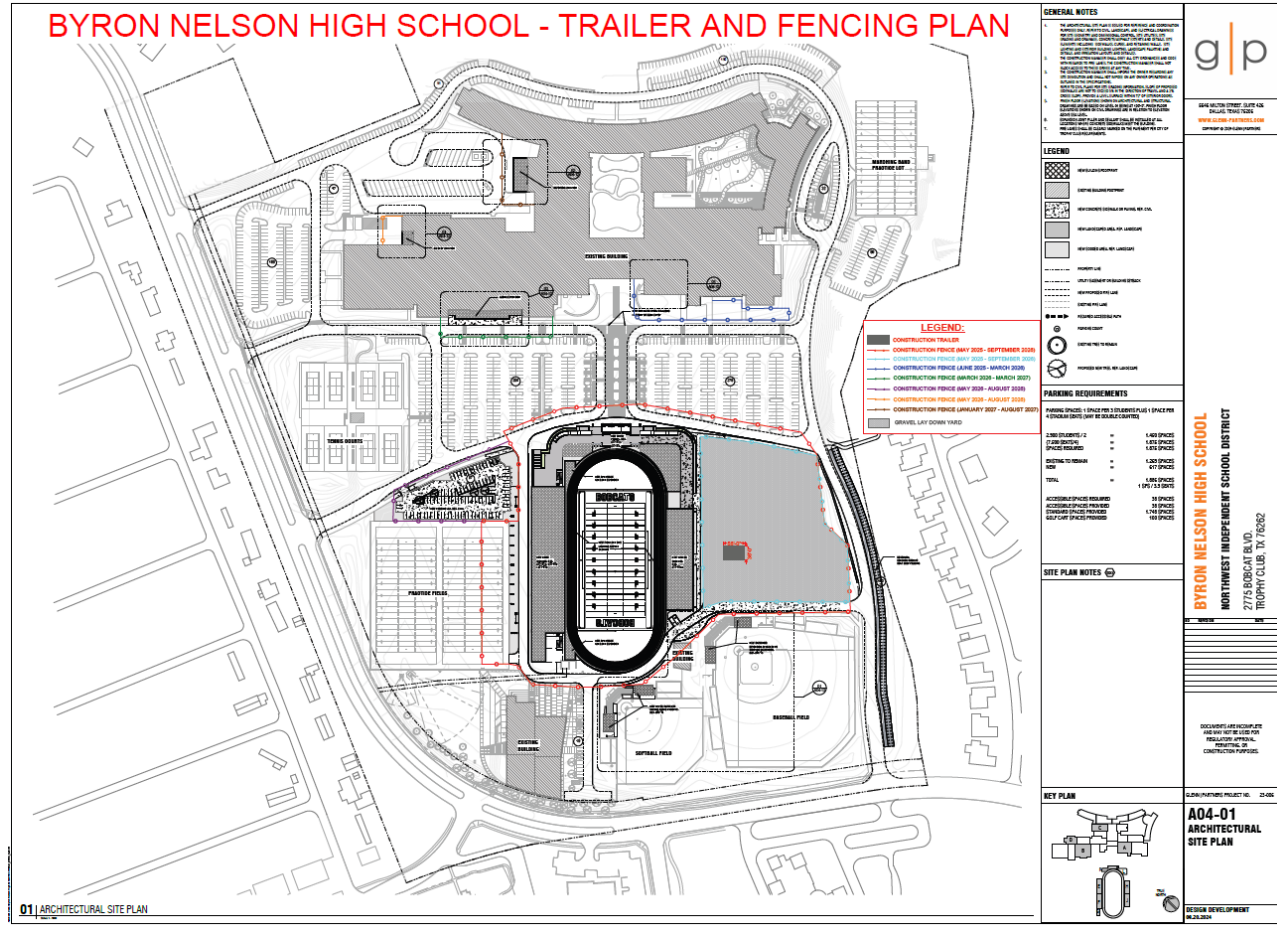
Tammy Dixon, Town Secretary
Town of Trophy Club, Texas

APPROVED TO AS FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas

EXHIBIT A

BYRON NELSON HIGH SCHOOL - TRAILER AND FENCING PLAN



[illegible]

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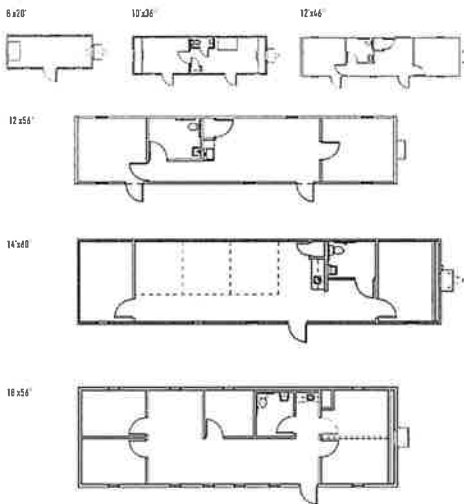
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MODULAR

Drawings are conceptual and variations may occur. Individual finished products may not be exactly as shown.

SINGLE UNITS

Standard Features:

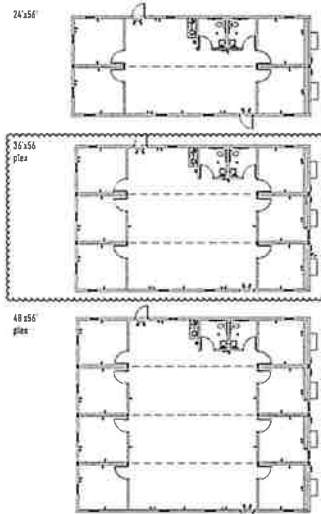
- Completely customizable. Add or remove wall partitions to create a custom layout
- Single-user, accessible restroom option available



COMPLEXED UNITS

Standard Features:

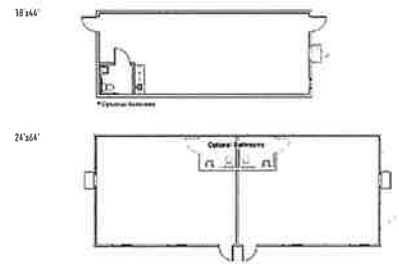
- Superior construction and durability
- Completely customizable. Add or remove wall partitions to create custom layout
- Flexible layouts. Add or remove modules to create any building footprint
- Coffee bar option available in some units



CLASSROOM UNIT

Standard Features:

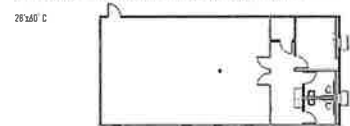
- Open design
- Completely customizable. Add or remove wall partitions to create a custom layout



C-PLEX CLASSROOM

Standard Features:

- Flexible layouts. Add or remove modules to create any building footprint
- Completely customizable. Add or remove wall partitions to create a custom layout





TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a one-year service contract with 4 one-year renewal options with Municipal Mosquito for an annual amount not-to-exceed \$45,000 for mosquito management services.
(Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY:

For FY 2025, the Town of Trophy Club is continuing its partnership with Municipal Mosquito in a new agreement for mosquito monitoring, testing, and spraying services related to the detection of West Nile Virus. This contract follows the expiration of the previous five-year agreement originally established in 2020. The new agreement includes a flat annual fee of \$26,218 for routine surveillance, plus an average per-spray cost of \$700 when a mosquito trap tests positive for West Nile Virus. Upon completion of the initial 12-month contract term, this agreement may be extended for four (4) additional twelve-month periods.

During the last mosquito spraying year, increased mosquito activity and a higher frequency of positive trap results necessitated multiple emergency spray treatments across various areas of Trophy Club. To ensure continued surveillance and timely response to public health risks, staff recommends a not-to-exceed contract amount of \$45,000 for each contract year, which runs from May 1 to April 30. Of this amount, \$26,218 covers the base fee for testing and analysis, while an estimated \$18,782 is available for emergency spraying services. Emergency spraying services are utilized when a positive trap is identified for West Nile Virus. This portion of the contract will be unspent if Trophy Club experiences no or low-volume positive traps.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The total contract amount of \$45,000 is split between two fiscal years. The Town has sufficient funding for this amount in the FY 2025 Budget and will continue to recommend a sufficient amount for the FY 2026 Budget. Funding is provided in the Storm Drainage Utility Fund budget.

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

ATTACHMENTS:

1. Contract

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a one-year service contract with 4 one-year renewal options with Municipal Mosquito for an annual amount not-to-exceed \$45,000 for mosquito management services.

CONTRACT FOR COMPREHENSIVE MOSQUITO MANAGEMENT SERVICES

TOWN OF TROPHY CLUB, TEXAS

2025 Mosquito Season



TDA TPCL 0666439
TDA 0714984

P.O. Box 831863
Richardson, Texas 75083

Office: 214-612-8044
Email: Info@MunicipalMosquito.com
www.MunicipalMosquito.com

Licensed and Regulated by: Texas Department of Agriculture P.O. Box 12847 Austin, TX 78711-2847
Phone (866) 918-4481, Fax (888) 232-2567

THIS CONTRACT IS ENTERED BY AND BETWEEN THE TOWN OF TROPHY CLUB, TEXAS "TOWN" AND PRP SERVICES, L.L.C. d/b/a MUNICIPAL MOSQUITO "MUNICIPAL MOSQUITO", HEREINAFTER THE "CONTRACT." WITHIN THIS CONTRACT, TOWN OR MUNICIPAL MOSQUITO MAY BE REFERRED TO INDIVIDUALLY AS "PARTY" OR COLLECTIVELY AS "PARTIES."

1. **RETENTION OF SERVICES** Town hereby retains Municipal Mosquito to provide Mosquito Management Services for the Town mosquito control program. Municipal Mosquito shall provide Comprehensive Mosquito Management Services per the Scope of Work attached as "Attachment A" which is incorporated for all purposes herein. Municipal Mosquito shall be compensated for those Comprehensive Mosquito Management Services by the Town according to the Fee Schedule attached as "Attachment B" which is incorporated for all purposes herein. Municipal Mosquito shall further be available to provide those Contingent Mosquito Management Services identified on the Scope of Work at the rates identified in the Fee Schedule upon request by Town in compliance with the terms of the Contract.

2. **TERM, SERVICE TERM, RENEWAL, AND TERMINATION**

2.1 **TERM** This Contract is for a 12-month term beginning on the date the Contract is finally executed by both Parties, herein the "Effective Date."

2.2 **SERVICE TERM** Mosquito Season in North Texas is considered as May 1 through October 31, herein the "Service Term" of this Contract. Municipal Mosquito shall provide Comprehensive Mosquito Management Services as described in the Scope of Work throughout the Service Term. Municipal Mosquito shall be available to perform Contingency Mosquito Management Services, as described in the Scope of Work, at the will and direction of the Town and according to the Fee Schedule.

2.3 **CONTRACT RENEWAL** Upon completion of the initial 12-month contract term, this Contract may be extended by subsequent agreement of both Parties for four (4) additional twelve month periods for a total of forty-eight (48) months. Contract renewal implies adherence to the same terms, conditions, and pricing unless agreed upon in writing by both Parties in a duly authorized contract amendment.

2.4 **TERMINATION** In the event of a perceived breach of this Contract by either Party, the non-breaching Party shall provide written notice to the breaching Party with fifteen days opportunity to cure or resolve the perceived breach. The Town and/or Municipal Mosquito may then terminate this Contract for any reason, or no reason, with thirty (30) days written notice to the other Party. Termination of this Contract by the Town shall not waive any other rights or warranties available to the Town at law or in equity.

3. **LOCATION DESCRIPTION** The services which are described in this Contract shall be strictly limited to the geographic area which is commonly known as being within the corporate limits of the Town, the County of Tarrant, and the State of Texas. Municipal Mosquito shall not be required by the terms hereof to render the herein before described services in any geographic location not situated within the confines of the area designated above.

4. **CONDITIONS OF PROPOSED SERVICES**

4.1 **LIABILITY AND INDEMNITY** MUNICIPAL MOSQUITO SHALL INDEMNIFY TOWN AND ITS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, CAUSED BY OR RESULTING FROM THE DIRECT ACT OF MUNICIPAL MOSQUITO IN THE COURSE OF THE PERFORMANCE OF THIS CONTRACT AND, ON THE CONDITION THAT ANY SUCH

CLAIM WHICH MAY BE ASSERTED: (1) ARISES FROM BODILY INJURY, INCLUDING DEATH; (2) ARISES FROM THE DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY; AND (3) IS CAUSED IN WHOLE OR IN PART BY AN INTENTIONAL OR GROSSLY NEGLIGENT ACT OR OMISSION OF MUNICIPAL MOSQUITO. LIABILITY FOR ANY ACTION OF MUNICIPAL MOSQUITO SHALL BE LIMITED TO THE INSURANCE COVERAGE WHICH IS PROVIDED BY MUNICIPAL MOSQUITO PURSUANT TO THE TERMS AND CONDITIONS HEREOF, AND WHICH SHALL BE AGREED UPON IN ADVANCE OF THE EFFECTIVE DATE AND SHALL NOT CHANGE DURING THE SERVICE TERM UNLESS AGREED IN WRITING BY THE PARTIES. IT IS ACKNOWLEDGED AND AGREED BY THE PARTIES THAT ANY LIABILITY OF MUNICIPAL MOSQUITO IN CONNECTION WITH THE SERVICES TO BE RENDERED HEREUNDER SHALL NOT INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES BASED ON ANY LOST SALES OR PROFIT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

4.2 WARRANTIES Municipal Mosquito warrants that during the period of time any services shall be rendered by Municipal Mosquito to Town, Municipal Mosquito will have in full force and effect the insurance coverage as required by the Town. Municipal Mosquito shall provide certificates of insurance to Town upon request therefore, Municipal Mosquito warrants that, in the course of rendering the services which it is to perform hereunder, it will exercise, in its performance of said services, the standard of care normally exercised by nationally recognized organizations engaged in performing comparable services. Other than the foregoing warranties, Municipal Mosquito makes no express or implied warranties, including without limitation, any expressed or implied warranties of merchantability or fitness for a particular purpose.

4.3 DISCLAIMERS Municipal Mosquito has not been engaged to perform any procedure(s) which would result in the eradication of the mosquito population in any particular area. Mosquito remediation is an imprecise science and results are affected by many conditions which are outside the control of Municipal Mosquito. Accordingly, Municipal Mosquito disclaims any warranty, representation or guarantee, of any type, regarding: (1) the absence or existence of mosquito-borne diseases, in or adjacent to the known mosquito habitats in the Proposed Area; (2) the probability of any human or animal contracting any mosquito borne disease or infection, either before, during or after the completion of the services to be rendered by Municipal Mosquito hereunder; and (3) Municipal Mosquito cannot guaranty the outcome or effectiveness of any Mosquito Management Services performed under the Contract.

5. INDEPENDENT CONTRACTOR The Parties acknowledge and agree that neither Municipal Mosquito nor any member of its staff is an agent, employee, or representative of Town in connection with the services to be performed hereunder. Rather, Municipal Mosquito is an independent contractor in connection with the services to be performed hereunder. As an independent contractor, Municipal Mosquito shall be responsible for employing and directing such personnel and agents as it may require from time to time in connection with the performance of the services to be rendered hereunder. Municipal Mosquito shall exercise complete authority over members of its staff and its agents and shall be fully responsible for their actions. Municipal Mosquito acknowledges that neither it nor any member of its staff is entitled to unemployment insurance benefits or workers' compensation benefits from Town, its elected officials, agents, or any program administered or funded by Town.

6. PAYMENT Payment for Comprehensive Mosquito Management Services shall be due within thirty (30) days of the Effective Date. Payment for all Contingent Mosquito Management Services shall be due within thirty (30) days of receipt of invoice by Municipal Mosquito by Town. Payment which is not received on a timely basis shall be subject to interest at statutorily stated rates.

7. REQUEST FOR CONTINGENT SERVICES To request performance of Contingent Mosquito Management Services Town shall send a request in writing to Municipal Mosquito and, upon receipt of a written proposal by Mosquito Management for performance of such services, Town

shall reply in writing approving such charges. Town acknowledges and accepts that Municipal Mosquito does its best to estimate charges for Contingent Mosquito Management Services in advance, but that Municipal Mosquito cannot guarantee the final price for any Contingent Mosquito Management Services.

8. MISCELLANEOUS

8.1 AUTHORITY TO EXECUTE CONTRACT The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Contract on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. Town agrees to provide Municipal Mosquito proof of authority to enter the Contract upon request, and to notify Municipal Mosquito of any change in such authority to act.

8.2 NOTICE Where the terms of this Contract require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Town:	To Contractor:
Town of Trophy Club Attn: Town Manager 1 Trophy Wood Drive Trophy Club, Texas 76262	Municipal Mosquito Attn: Patrick Prather P.O. Box 831863 Richardson, Texas 75083

8.3 ASSIGNMENT This Contract is not assignable without the prior written consent of Town.

8.4 ENTIRE CONTRACT, AMENDMENT This Contract represents the entire and integrated Contract between the Town and Municipal Mosquito and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Contract may be amended only by a written instrument signed by both Town and Municipal Mosquito.

8.5 APPLICABLE LAW The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. This Contract shall be performable and all compensation payable in Dallas County, Texas. Venue and exclusive jurisdiction under this Contract lies in Dallas County, Texas.

8.6 SEVERABILITY If any clause, paragraph, section or portion of this Contract shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Contract shall remain in full force and effect and the Parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Contract initially.

8.7 CONSIDERATION This Contract is executed by the Parties hereto without coercion or duress and with substantial consideration, the sufficiency of which is hereby acknowledged.

8.8 REPRESENTATION Each signatory representing this Contract has been read by the party for which this Contract is executed and that such party has had an opportunity to confer with its counsel.

8.9 WAIVER Waiver or any breach of this Contract by either party, or the failure of either party to enforce any of the provisions of this Contract, or the failure of either party to enforce any of

the provisions of this Contract, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of the Contract.

8.10 **MISCELLANEOUS DRAFTING PROVISIONS** This Contract shall be drafted equally by all Parties hereto. The language of all parts of this Contract shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract are for the convenience of the Parties and are not intended to be used in construing this document.

8.11 **COUNTERPARTS** This Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9. **ACCEPTANCE OF CONTRACT** Municipal Mosquito, pursuant to the terms and conditions set forth above, proposes to provide services within the Scope of Work to Town at the rates set forth in the Fee Schedule. To accept this Contract, Town shall: (1) provide Municipal Mosquito proof of authority to enter the Contract on behalf of Town, and (2) return a fully executed copy of the Contract, intact, to Municipal Mosquito at the address indicated hereon.

IN WITNESS THEREOF, the Authorized Representatives have executed this Contract on the dates written below.

Authorized Representative of the Town of Trophy Club, Texas

Signature _____ Title _____

Print name _____ Date _____

Witness _____

Accepted by PRP Services, L.L.C. d/b/a Municipal Mosquito

By  _____ Title Executive Director

Date March 25, 2025

The acceptance of this Contract is not valid until it is countersigned by Municipal Mosquito and returned to the Town of Trophy Club, Texas.

ATTACHMENT A

SCOPE OF WORK

Municipal Mosquito shall provide Comprehensive Mosquito Management Services through the Service Term and as described in Sections I through V of this Scope of Work. Municipal Mosquito shall be available to provide Contingent Mosquito Management Services through the Service Term and as described in Sections VI through VIII of this Scope of Work. All services provided under this Scope of Work shall be governed by the Fee Schedule set forth in Attachment B.

COMPREHENSIVE MOSQUITO MANAGEMENT

I. CONSULTING, REPORTING, AND EDUCATION

a. Fee Specifications The Consulting, Reporting, and Education fee is a fixed rate price for all consulting, reporting, and education during the annual contract term. This fee and signed Contract are due by April 1st to preserve the pricing and Scope of Work that have been defined.

b. Consulting Municipal Mosquito annually generates terrain maps, current street maps, modification of routes, and consultation with Town staff for information and history regarding mosquitoes, sites, populations, species, and locations prior to initiating any treatment services.

c. Reporting Municipal Mosquito shall provide written and digital documentation of all services provided to Town and retain application records as directed by Texas Department of Agriculture Structural Pest Control Service (TDA/SPCS) and TCEQ NPDES.

d. Education Municipal Mosquito will assist Town staff during Town hall, public, Town council, and similar public education and outreach meetings. Municipal Mosquito will also brief the Town Council as requested.

II. LARVAL SURVEILLANCE AND CONTROL

a. Site Inspection Routine individual inspections will be conducted monitoring all of the previously mapped and newly found potential larval mosquito development sites. Continual revision and updating of maps and sites are ever evolving and are a key part of tracking an effective mosquito control program.

b. Larvacide Application When appropriate and necessary, applications will be made of appropriately labeled larvicidal materials at U.S. EPA approved labeled dosage rates. Mapping of treated sites and documentation to meet state requirements will be provided to the Town.

c. Catch-basin Inspection Should citizen complaint, surveillance data, landing rate counts, or other information give cause, Municipal Mosquito will inspect open-street storm-water catch basins in residential areas for the presence of mosquito larval development. These catch basins have been shown in some areas to be a significant source of mosquito production in residential areas. If indeed these catch basins are producing significant numbers of mosquitoes, Municipal Mosquito will make appropriate larval control applications to the catch basins.

d. Larval Service Quality Control Municipal Mosquito will conduct seven to fourteen days elapsed time spot-check of previously treated sites and re-inspection and retreatment, as appropriate, following large irrigation or rain events.

III. ADULT MOSQUITO SURVEILLANCE

a. **Reiter Gravid Trap Surveillance** This trap selects toward gravid, or egg laden, *Culex spp.* female mosquitoes. Gravid female mosquito surveillance is crucial since these female mosquitoes have taken a blood meal to develop eggs and are potentially infected with West Nile virus. Service will be weekly, with placement of Gravid Traps, for surveillance of the adult *Culex* mosquito population. Mosquito samples will be identified to species at our laboratory and delivered to Municipal Mosquito's local, third party, and private laboratory for real-time RT-PCR virus testing.

IV. DISEASE TESTING

a. **West Nile Virus** Municipal Mosquito's local third-party laboratory confirms presence of mosquito borne WNV utilizing real time RT-PCR technology with results available within 24 to 48 hours. Test results are forwarded to Municipal Mosquito, compiled, and made available to Town for disease response planning. Assay materials are archived onsite at the Laboratory facility so confirmation testing may be completed if directed. Dead and live bird testing is also available for an additional fee through the same laboratory.

V. MISCELLANEOUS

a. **Response Guarantee** Municipal Mosquito guarantees a next business day response time for larval control and surveillance service requests. Adult Mosquito Control service requests are guaranteed 48 hours from time of notification for commencement of control operations.

b. **Private Property Access** For all mosquito related activities, The Town will obtain and/or furnish right-of-access on any non-Town-owned project site for Municipal Mosquito to perform any requested inspections, tests, surveillance, application, or investigation in relation to the Scope of Services. Municipal Mosquito will take reasonable precautions to avoid and/or minimize damage to personal or real property in the performance of such inspections, tests, surveillance, applications, or investigations.

CONTINGENCY MOSQUITO MANAGEMENT

Should mosquito activity or disease dictate and/or the Town request, Municipal Mosquito will provide Contingency Mosquito Control services described in sections VI through VIII of this Scope of Work. Any Contingency Mosquito Management services will be performed as directed and in accordance with the provisions of this Contract, this Scope of Work, and the Fee Schedule.

VI. LARVAL CONTROL SERVICES

a. ***Aedes aegypti* and *Aedes albopictus* Specific Larvaciding Service** Larval mosquito inspection and control application is a different process for *Aedes aegypti* and *Aedes albopictus* mosquitoes due to small container and cryptic larval development sites often in close proximity to residential structures. Should intensive larval control become necessary due to an imported or locally transmitted emerging arbovirus, an hourly rate will be applied to the larval control field operations. Larval control may be performed through hand larvaciding or via liquid larvaciding through mist/ULV applicators. Access to private property is sometimes necessary for these larvaciding services. The Town shall make Code Enforcement and/or Environmental officers available to assist Municipal Mosquito personnel with private property inspections.

VII. ADULT MOSQUITO CONTROL

a. **Pre-Treatment Operational Procedures** Municipal Mosquito will follow strict integrated mosquito management guidelines and will only adulticide when authorized by the Town

and legally allowable according to product labeling. All adult mosquito control applications will be made only after written permission is obtained from the Town and Town staff shall notify Municipal Mosquito at least 24 hours prior to altering any previously agreed upon schedule(s).

b. Product Municipal Mosquito currently utilizes a water based synergized permethrin formulation for Ultra Low Volume ("ULV") adult mosquito applications and recommends mid-level labeled application rate of active ingredient per acre. Other materials, application rates, and chemical classes may be utilized for specialty applications. Town must advise Municipal Mosquito regarding the desired application rate at least 24 hours in advance of any requested fogging services.

c. Adult Mosquito Control Equipment For street level and off-road UTV Mounted applications, Municipal Mosquito primarily utilizes industry standard ULV fogging equipment. For focused application techniques, Municipal Mosquito utilizes backpack ULV/misting machines and/or handheld Thermal Foggers from various manufacturers. During any adult mosquito application, technicians will record various events that occur during the application sequence; i.e. operator and/or vehicle identification, ground speed, "No Spray Zones", type of insecticide, total insecticide dispensed, and total area or distance treated. Municipal Mosquito application equipment is annually calibrated and analyzed for proper droplet pattern to insure correct operation and application.

Note: All defined terms within the Contract are hereby incorporated to this Attachment.

ATTACHMENT B

COMPREHENSIVE MOSQUITO MANAGEMENT SERVICES TO BE PROVIDED TO THE TOWN OF TROPHY CLUB

FEE SCHEDULE

<u>Service Provided</u>	<u>Item Price</u>	<u>Annual Fee</u>
Consulting, Training, Meeting, and Reporting Fee	\$1,000.00	\$1,000.00
Weekly Adult Mosquito Surveillance* -minimum of 3 Reiter gravid traps per week Real time RT-PCR Disease testing* -maximum 150 test pools *These services will be provided May 1 through October 31 during the historical "mosquito season" for The Town of Trophy Club. Should surveillance and/or disease testing be requested outside of this period, Ad Hoc pricing will apply.	\$11,178.00 May 1 through October 31	\$11,178.00
Routine Larval Site Inspection and Treatment -Town owned property, public areas, and complaint sites Town-wide -May 1 through October 31 "mosquito season" only	\$14,040.00 May 1 through October 31	\$14,040.00
Required materials, supplies, facilities, labor, and necessary and - proper services to perform contracted services	Included	Included
Ad Hoc Mosquito Control Services		
Truck Mounted ULV -mid-label rate of application -synergized permethrin water-based product	\$48.00 per <u>one</u> linear mile	Ad Hoc
UTV Mounted ULV -paved surface or off-road areas -mid-label rate of application -synergized permethrin water based product	\$220.00 per <u>one</u> linear mile	Ad Hoc
Back Pack ULV or Residual Mist -maximum label rate of application	\$195.00 per <u>0.25</u> linear mile	Ad Hoc
Handheld Thermal Fog -maximum label rate of application	\$200.00 per <u>0.25</u> linear mile	Ad Hoc
Residual Barrier Spray -Residual application for heavy vegetation areas	\$96.00 per <u>200</u> linear feet	Ad Hoc
Vehicle Mounted Liquid Larvicide Turbine Application	\$245.00 per <u>0.25</u> linear mile	Ad Hoc
Private Property Inspection Based Larvicide Application -Zika virus vector treatments	\$160.00 per one hour	Ad Hoc
BG Sentinel Trap Surveillance for Emerging Arbovirus Vectors	\$180.00 each trap set	Ad Hoc
Reiter Gravid Trap Surveillance -outside of May 1 through October 31 "mosquito season"	\$134.00 each trap set	Ad Hoc

Real time RT-PCR Disease Testing -test pools in excess of the 150 test pools allotted May 1 through October 31 -a test pool is comprised of 50 eligible mosquitoes	\$55.00 per test pool	Ad Hoc

Comprehensive Contract Fee

The Town of Trophy Club, Texas, hereby agrees to pay Municipal Mosquito the sum of \$26,218.00 as consideration for the rendition of Mosquito Management services for the season of 2025 (May 1 through October 31). The Consulting, Training, Meeting, and Reporting Fee, in addition to the Weekly Adult Mosquito Surveillance and Larval Site Inspection and Treatment fees shall be billed at the time of contract signature and due within thirty days.

Comprehensive Contract Monthly Extension

Active mosquito season in North Texas typically runs mid-April through October, and often times well into November. Town of Trophy Club mosquito control program begins May 1 and ends October 31 thus potentially leaving one, and maybe two, critical mosquito breeding months without control measures. This contract may be enforced outside of the contracted service term for one or two additional months (or more), if needed, utilizing the following criteria.

- 1) Comprehensive mosquito service shall occur as described in **ATTACHMENT A** during these extension periods.
- 2) Pre-Contract services or Contract Extensions shall be available for the months of March, April, and November. If contracted services are required during any of these "extra" months, Town of Trophy Club shall make a written request and this contract shall be in force during the selected and specified month(s). Services rendered during any period outside of the May 1 through October 31 service dates will be invoiced, as applicable, per the Ad Hoc item pricing.



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance amending the FY 2025 Budget, allocating funds for the Police, Fire, and Community Development Departments as well as Trophy Club Park and Crime Control & Prevention District Fund, and establishing an effective date. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The attached budget amendment represents the first proposed adjustment to the FY 2025 Annual Budget. In accordance with Section 9.06 of the Town Charter:

"If during or before the fiscal year the Town Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the Council by ordinance may make supplemental appropriations for the year up to the amount of such excess."

Budget amendments are presented to the Town Council throughout the fiscal year to address variances from the adopted budget and to reallocate resources to cover unanticipated expenditures.

Upon approval, the following changes will be incorporated into the FY 2025 Budget:

- **General Fund**

- **Revenues:**

- Increase by **\$173,759**, from **\$16,316,611** to **\$16,490,370**

- **Miscellaneous Revenue:** Increase of **\$12,998** (from \$10,000 to \$22,998) due to reimbursement revenue from special event billing.
 - **Insurance Proceeds:** Increase of **\$20,761** (from \$0 to \$20,761) from unanticipated insurance claim recoveries.
 - **Commercial Building Permits:** Increase of \$140,000 (from \$5,000 to \$145,000) from unanticipated building permit fees for Northwest ISD projects at Byron Nelson High School.

- **Expenditures:**

- Increase by **\$159,794**, from **\$16,395,500** to **\$16,555,294**

- **Police Department Overtime:** Increase of **\$12,998** (from \$200,000 to \$212,998) to support staffing needs related to special events. This increase is offset by corresponding event-related revenues.
 - **Fire/EMS Vehicle Maintenance:** Increase of **\$6,796** (from \$12,335 to \$19,131) due to repairs on the Fire Marshal's vehicle, covered by insurance proceeds.
 - **Community Development Plan Review Services:** Increase of \$140,000 (from \$4,200 to \$144,200) due to unanticipated commercial plan reviews of Byron Nelson Stadium and High School renovations. This increase is offset by corresponding building permit revenues.
- **Crime Control & Prevention District (CCPD)**
 - **Expenditures:**
Increase by **\$44,331**, from **\$358,888** to **\$403,219**
 - Adjustment reflects the purchase of emergency equipment for new vehicles that were delayed from FY 2024 due to supply chain issues.
- **Trophy Club Park**
 - **Expenditures:**
Increase by **\$8,434**, from **\$128,930** to **\$137,364**
 - Funding for the replacement of the Ventek machine originally budgeted in FY 2024 but delivered in FY 2025.

BOARD REVIEW/CITIZEN FEEDBACK: The Crime Control & Prevention District (CCPD) Board reviewed and approved the proposed amendment related to the CCPD Fund during their regularly scheduled meeting on April 23, 2025.

FISCAL IMPACT: This change will result in an overall increase of \$38,800:

General Fund revenues, from \$16,316,611 to \$16,490,370

General Fund expenditures, from \$16,395,500 to \$16,555,294

Total increase from General Fund: (\$13,965)

CCPD expenditures, from \$358,888 to \$403,219

Total increase from CCPD Fund: \$44,331

Trophy Club Park expenditures, from \$128,930 to \$137,364

Total increase from Trophy Club Park Fund: \$8,434

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

ATTACHMENTS:

1. Ordinance
2. Exhibit A

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance amending the FY 2025 Budget, allocating funds for the Police, Fire, and Community Development Departments as well as Trophy Club Park and Crime Control & Prevention District Fund, and establishing an effective date.

**TOWN OF TROPHY CLUB
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025, AS ADOPTED BY ORDINANCE NO. 2024-21, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council previously adopted its budget for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025 (the "Annual Budget"); and

WHEREAS, the Annual Budget was adopted by Ordinance No. 2024-21 on September 09, 2024; and

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

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

WHEREAS, the Town is also allowed to amend its Annual Budget for emergency appropriations to meet a pressing need for public expenditure to protect the public health, safety, and welfare as a result of unusual and unforeseen conditions; and

WHEREAS, the Town Council has determined that an amendment to the Annual Budget pursuant to this Ordinance is a public necessity and in the best interest of the public health and general welfare of the Town and its citizens.

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

SECTION 1.

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2.

The Annual Budget of the Town for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, as adopted by Ordinance No. 2024-21, is hereby amended to provide for adjustments to the General Fund, CCPD Fund and Trophy Club Park Fund, as shown in Exhibit "A," which is attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with the Annual Budget, as amended.

SECTION 3.

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

SECTION 4.

A true and correct copy of this Ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

SECTION 5.

This Ordinance shall be cumulative of all other provisions of ordinances of the Town, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6.

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 7.

This Ordinance shall be in full force and effect from and after its date of passage and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 28th day of April, 2025.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit "A"
Town of Trophy Club
Budget Amendment No. 1

FY25 BUDGET AMENDMENT #1:

Department	Line Item	Line Item Description		Budget Total	Recommended Change	Amended Budget
<u>Section 1</u>						
<u>Revenue:</u>						
	01-000-51012	Misc. Revenue	Special Event Billing	\$ (10,000)	\$ (12,998)	\$ (22,998)
	01-000-49800	Insurance Proceeds		\$ -	\$ (20,761)	\$ (20,761)
	01-000-41300	Commercial Building Permits	Northwest ISD	\$ (5,000)	\$ (140,000)	\$ (145,000)
	Total Revenue:			\$ (15,000)	\$ (173,759)	\$ (188,759)
<u>Police Department:</u>						
	01-251-50130	Salaries - Overtime		\$ 200,000	\$ 12,998	\$ 212,998
	Total Police Department:			\$ 200,000	\$ 12,998	\$ 212,998
<u>Fire Department</u>						
	01-255-65300	Vehicle Maintenance	Insurance Claim	\$ 12,335	\$ 6,796	\$ 19,131
	Total Fire Department:			\$ 7,810	\$ 6,796	\$ 14,606
<u>Community Development Department</u>						
	01-522-60600	Plan Review Services	Northwest ISD	\$ 4,200	\$ 140,000	\$ 144,200
	Total Community Development Department:			\$ 7,810	\$ 140,000	\$ 147,810
<u>CCPD</u>						
	04-251-83600	New Vehicle Emergency Equipment	Funded in FY24 - Equipment didn't arrive until FY25	\$ 7,810	\$ 24,687	\$ 32,497
	04-251-83700	New Vehicle Emergency Equipment	Funded in FY24 - Equipment didn't arrive until FY25	\$ -	\$ 19,644	\$ -
	Total CCPD:			\$ 7,810	\$ 44,331	\$ 52,141
<u>Trophy Club Park</u>						
	09-400-83700	Ticketed entry machine replacement	Funded in FY24 - Equipment didn't arrive until FY25	\$ 7,810	\$ 8,434	\$ 16,244
	Total Trophy Club Park:			\$ 7,810	\$ 8,434	\$ 16,244
<u>Total Expenditure Increase</u>					\$ 38,800	



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Case SUP-25-002 (Rosati's Pizza Restaurant)

Conduct a public hearing and consider an ordinance approving a specific use permit request by Synergy Capital Ventures LLC, on behalf of Rosati's Pizza Restaurant for alcohol beverage sales on-premises consumption in conjunction with restaurant use located at 2210 SH 114, #250, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

BACKGROUND/SUMMARY: Synergy Capital Ventures LLC, on behalf of Rosati's Pizza Restaurant, is requesting approval of a specific use permit (SUP) for alcoholic beverage sales for on-premises consumption in conjunction with restaurant use according to Section 14.02.252 of the Town's Code of Ordinances. The property's zoning of Planned Development District 30 (PD-30) does not restrict the sales of alcoholic beverages beyond the regulations of the Town Code and State Law.

Rosati's Pizza is applying for a SUP to obtain a mixed beverage restaurant permit (BG) and a mixed beverage late hour permit (LH) that will allow for the sale and consumption of wine, beer, and liquor on the premises and during late hours (12 midnight - 2 AM). The Town Code does not restrict hours of operation beyond TABC's regulations.

Section 14.02.252(b) of the Code of Ordinances states that no alcoholic beverages may be sold within 300 feet of a church, public school or private school, or public hospital. Subsection (g) describes the methods of measurement as front door to front door and along the street from property line when measuring for churches and public hospitals, and in a direct line from the nearest property line to property line when measuring for public schools and private schools. Rosati's Pizza complies with Town and State requirements, as the closest church (Fellowship United Methodist Church) is approximately 665 feet away, the closest public school (Lakeview Elementary School) is approximately 6,610 feet away, and the closest private school (Primrose School of Westlake at Entrada) is approximately 3,410 feet away. The nearby Baylor Scott & White Medical Center - Trophy Club is a private hospital, so there are no separation requirements.

The Chief of Police has reviewed this application, as required by Code, and has no objections.

BOARD REVIEW/CITIZEN FEEDBACK: Public hearing notices were published and mailed as required by the Town of Trophy Club Zoning Ordinance and Texas Local Government Code. At the time of agenda packet preparation, no letters in support or in opposition has been received.

The Planning & Zoning Commission considered the SUP application at their April 3, 2025 meeting. The Planning & Zoning Commission voted unanimously (7-0) to recommend approval of the request to the Town Council.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance
2. Application
3. Location Map

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct a public hearing and move to approve the ordinance approving a specific use permit request by Synergy Capital Ventures LLC, on behalf of Rosati's Pizza Restaurant for alcohol beverage sales on-premises consumption in conjunction with restaurant use located at 2210 SH 114, #250, Trophy Club, Denton County, Texas.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH A RESTAURANT USE OPERATED BY ROSATI'S PIZZA RESTAURANT, 2210 E SH 114 #250 OF TC TOWN CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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, Texas (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the applicant seeks to sell alcoholic beverages, including beer and wine, for on-premises consumption in conjunction with a restaurant use operated by Rosati's Pizza Restaurant, located at 2210 E SH 114 #250 of TC Town Center; and

WHEREAS, all legal requirements and conditions were complied with, and after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning & Zoning Commission of the Town has recommended to the Town Council the adoption of this Ordinance; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning & 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 of Trophy Club, Texas and of the public health, safety, and welfare.

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.
APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION

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, including without limitation regulations governing PD Planned Development No. 30 and all amendments thereto. The Specific Use Permit granted by this Ordinance shall control in cases of conflict between this Ordinance and/or PD Planned Development No. 30 and/or the Comprehensive Zoning Ordinance. The Specific Use Permit granted hereby shall discontinue if the use for which this Specific Use Permit is granted ceases to be operated at the permitted location for a minimum period of six (6) continuous months. Further, this Specific Use Permit shall be subject to revocation in accordance with the Town of Trophy Club Code of Ordinances.

SECTION 3.
CUMULATIVE

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 4.
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 the subject matter of this Ordinance within the Town which have accrued 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 5.
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 6.

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 7.
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 8.
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, this 21st day of April 2025.

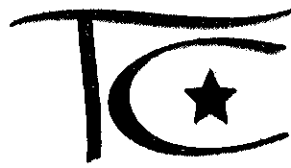
Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN OF TROPHY CLUB

1 Trophy Wood Drive | Trophy Club, TX 76262 | 682.237.2900

SITE PLAN/ZONING APPLICATION

APPLICATION TYPE – CHECK THE APPROPRIATE BOX BELOW

- ☐ Straight Zone Change ☐ Planned Development (PD) District ☒ Conditional/Specific Use Permit (CUP/SUP)
☐ Temporary Use Permit (TUP) ☐ Meritorious Exception ☐ Site Plan ☐ Amendment to PD, CUP, SUP, Site Plan

PROPERTY INFORMATION

Project Name: PERSONAL PROPERTY - ROSATI'S PIZZA RESTAURANT BUILDING Total Lots: 1
Property Address: 2210 SH III, STE 250, TROPHY CLUB TX 76262 Total Acres: 26.554 ACRES (TITLX)
Legal Description: 2210 SH III, STE 250, TROPHY CLUB DCAD/TAD TAX ID: 1033046
Current Use of Property: RETAIL FOOD ESTABLISHMENT Current Zoning: PD-30
Description of Request: SUP FOR TABC B61 PERMIT Proposed Zoning: NO CHANGES

APPLICANT / OWNER INFORMATION

Applicant

Company Name: SYNERGY CAPITAL ADVENTURES LLC
Contact Name: SASI LAKAS
Address: 15258 BUNTHAN LN
City, State, Zip: FRISCO, TX 75035
Phone: 201-783-7842
Email: SYNERGYCVC111@GMAIL.COM
Signature: [Signature]

Owner (If Different)

Company Name: Trophy Club Town Center LLC
Contact Name: Scott Beck
Address: 13101 Preston Rd Ste 510
City, State, Zip: Dallas, TX 75240
Phone: 469-533-5022
Email: sbeck@beadventures.com
Signature: [Signature]

NOTE: The property owner must sign the application or submit a notarized letter of authorization.

APPLICATION REQUIREMENTS

- DISCLAIMER: The Town of Trophy Club only enforces Town ordinances, and approval or denial of an application is based on that authority. Permit approval does not exempt the applicant from Covenants & Restrictions and/or HOA regulations.
- All required information, plans and signatures shall be completed prior to application submittal. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.
- Five (5) folded and collated 24" x 36" plan sets shall be submitted with this application in addition to a digital set in pdf format on a thumb drive or emailed to Planning staff.
- All required application fees shall be paid upon submittal of this application.
- In addition to this application form, a detailed description of the request including all relevant project information shall be attached on a separate sheet to this application.

STAFF USE ONLY

Date Received: 3-6-25
Received by: Thad
Fee Paid: \$300
Payment Type/Check #: _____
Receipt #: _____
Case #: ZFEE-000227-2025

ROSATI'S PIZZA SUP NOTIFICATION MAP

TROPHY CLUB. TX

N



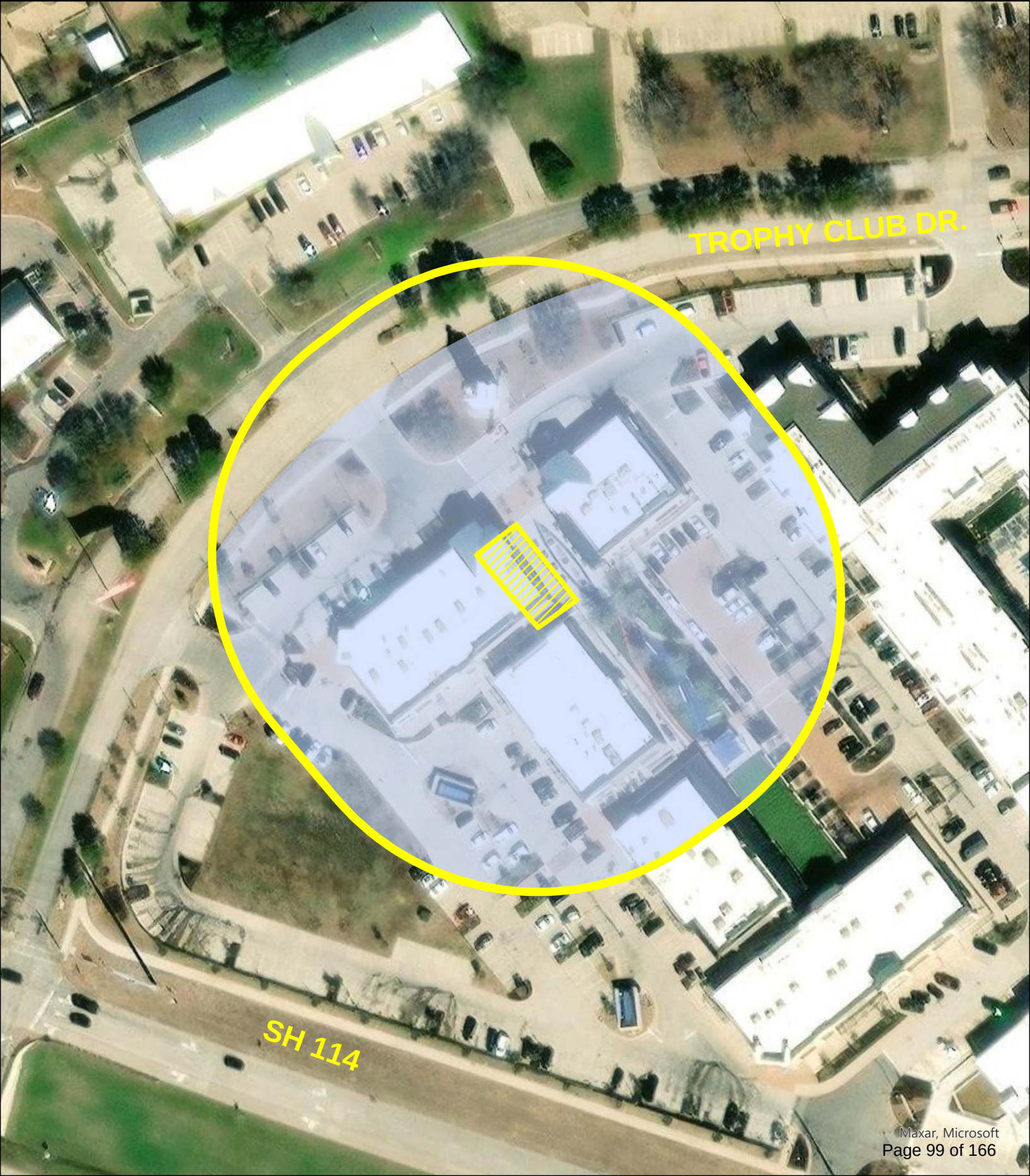
LEGEND

 Rosati's Pizza

 200 ft. Radius

050100200

 Feet





TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: PD-AMD-25-001 (BNHS PD-28 Amendment)

Conduct a public hearing and consider amending Ordinance No. 2018-26 P&Z, Planned Development District No. 28, to provide a site plan package, including development regulations to accommodate the proposed building additions at Byron Nelson High School, located at 2775 Bobcat Boulevard, within the Northwest Independent School District boundaries, on a property containing approximately 93 acres of land and generally located northeast of the intersection of Bobcat Boulevard and Marshall Creek Road, within Trophy Club's town limits, Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance Approval

BACKGROUND/SUMMARY: Northwest Independent School District (NISD) and RLK Engineering submitted a Planned Development (PD) amendment application to accommodate additions to the Byron Nelson High School site. The PD for the high school was originally established in 2007 and has been amended three (3) times for site improvements.

- Ordinance No. 2007-11 P&Z creating PD 28
- Ordinance No. 2007-22 P&Z to adopt a site plan
- Ordinance No. 2018-16 P&Z amending site plan
- Ordinance No. 2018-26 P&Z amending site plan, field house

PD No. 28, Section B(5), requires substantial site plan amendments to be considered and recommended by the Planning & Zoning Commission and approved by the Town Council. Additionally, amendments to development standards require the same review and approval process.

The PD Site Plan (Exhibit B) Amendment includes the following:

- Cafeteria Expansion: 3,418 SF
- Ag-Shop Expansion: 1,010 SF
- Arena Expansion: 5,660 SF
- Stadium Expansion: 48,142 SF

- Parking Locations (Exhibit B)
- Elevations (Exhibit C)
- Signage (Logo, Bobcat, Entries)
- Security fence and mechanical units
- Building materials
- Landscape Plans (Exhibit D), meets requirements
- Photometric Plans (Exhibit E, Stadium and Exhibit E.1 Field), meets requirements

The PD Development Standard Amendments include the following:

- Lighting height: The amendment requests to exclude lighting height from building height maximum. The requesting lighting height is a maximum of 105 feet, optimal to reduce the player's glare and height allowance improves ability to control light pollution and angles with visors and lenses.
- The maximum building height in the existing PD ordinance is 85 feet.
- Parking Standards:
 - Establish a minimum on-site parking requirement according to the following required spaces:

Existing On-site Parking	1,682 Spaces
Proposed Parking after Stadium Construction	1,613 Spaces
Proposed Golf Cart Parking	100 Spaces
Parking Provided at Medlin Middle School	182 Spaces
Total Parking Provided	1,895 Spaces
Total Parking Required	1,875 Spaces

- Parking spaces shall be required to be on-site and may include dedicated spaces for golf-carts. The golf cart parking surface is proposed to be decomposed granite.
 - Parking requirements shall be separate from the 14.02.353 Off-Street Requirements for standard high school use, as stadium events will typically occur outside of regular school hours.
- Video Scoreboard Allowance (Exhibit C)
 - Exception to Commercial Electronic Variable Message Sign (CEVMS): Applicant would like to exclude the video scoreboard from this signage category because the proposed video scoreboard will be limited to use during special events/games and will not be used on a daily basis.

- Video Scoreboard dimensions: 18'-11' ¼" X 67'-10'-10 ¼"

BOARD REVIEW/CITIZEN FEEDBACK: Public hearing notices were published and mailed as required by the Town of Trophy Club Zoning Ordinance and Texas Local Government Code. At the time of agenda packet preparation, no letters in support or in opposition has been received.

At the April 3, 2025 Planning & Zoning Commission Meeting, the commissioners discussed and recommended approval, by vote of 7-0.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance
2. Site Plan
3. Legal Description
4. Elevations
5. Landscape Plans
6. Photometric Plan Stadium
7. Photometric Plan Field
8. Notification Map

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve Ordinance No. 2018-26 P&Z, Planned Development District No. 28, to provide a site plan package, including development regulations to accommodate the proposed building additions at Byron Nelson High School, located at 2775 Bobcat Boulevard, within the Northwest Independent School District boundaries, on a property containing approximately 93 acres of land and generally located northeast of the intersection of Bobcat Boulevard and Marshall Creek Road, within Trophy Club's town limits, Trophy Club, Denton County, Texas.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-__ P&Z**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS AMENDING ORDINANCE NO. 2018-26 P&Z, THE SAME BEING AN ORDINANCE AMENDING ORDINANCE NUMBERS 2018-13 P&Z, 2007-22 P&Z, AND 2007-11 P&Z, KNOWN AS PD PLANNED DEVELOPMENT DISTRICT NO. 28, AND PLATTED AS NORTHWEST HIGH SCHOOL NO. 2, LOTS 1 AND 2, BLOCK 1, AND LOTS 1 AND 2, BLOCK 2, ADDRESSED AS 2775 BOBCAT BOULEVARD, BY ADOPTING A SITE PLAN PACKAGE FOR BUILDING EXPANSIONS TO THE CAFETERIA, AGRICULTURE-SHOP, ARENA, STADIUM, AND PARKING AREAS AND DEVELOPMENT STANDARD AMENDMENTS FOR LIGHTING HEIGHT, ON-SITE PARKING AND AN EXCEPTION TO COMMERCIAL ELECTRONIC VARIABLE MESSAGE SIGNAGE AT THE BYRON NELSON HIGH SCHOOL, BY PROVIDING EXHIBITS “A” THROUGH “E-1” ZONING/OVERALL SITE PLAN EXHIBIT, DEVELOPMENT STANDARDS, ELEVATIONS (BUILDING EXPANSIONS, SIGNAGE, SECURITY FENCE, BUILDING MATERIALS), LANDSCAPE PLAN, PHOTOMETRIC PLAN; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; 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 Council of the Town of Trophy Club, Texas (the “Town”), is authorized and empowered by law, in accordance with Chapter 212 of the Texas Local Government Code, to regulate the subdivision of land and property development within the Town; and

WHEREAS, the owner of the tracts of land at 2775 Bobcat Boulevard, collectively described as a 92.655 acre tract of land, and platted as Northwest High School No. 2, Lots 1 and 2, Block 1 and Lots 1 and 2, Block 2, filed an application with the Town requesting an amendment to PD Planned Development District No. 28 to provide plans for building and parking expansions at Byron Nelson High School and amendments to the development standards relative to lighting pole height, on-site parking, signage, and such amendments are set forth herein and in Exhibits “A” through “E.1”; and

WHEREAS, all legal requirements and conditions were complied with, and after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended to the Town Council the adoption of the amendments to Ordinance No. 2018-26 P&Z as set forth in this Ordinance; 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 providing plans for building and parking lot expansions at Byron Nelson High School and amendments to the development standards relative to lighting pole height, on-site parking, and signage is in the best interests of the Town of Trophy Club, Texas and of the public health, safety, and welfare.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT**

Ordinance No. 2018-26 P&Z of the Town of Trophy Club, Texas, the same being PD Planned Development No. 28, platted as Northwest High School No. 2, Lots 1 and 2, Block 1, and Lots 1 and 2, Block 2, addressed as 2775 Bobcat Boulevard is hereby amended in the following particulars, and all other articles, chapter, sections, paragraphs, sentence, phrases and words are not amended, but are hereby ratified and affirmed:

- A. Zoning/Overall Site Plan Exhibit: The existing zoning/overall site plan exhibit of this PD Planned Development is attached hereto as Exhibit "A", "Zoning/Overall Site Plan Exhibit", and is incorporated herein as if copied in its entirety;
- B. Development Standards: The development standards of this PD Planned Development are attached hereto as Exhibit "B", "Development Standards", and are incorporated herein as if copied in their entirety;
- C. Elevations: The elevations (areas A & B) of this PD Planned Development are attached hereto as Exhibit "C", "Elevations (Areas A & B)", and are incorporated herein as if copied in their entirety;
- D. Landscape Plans: The landscape plan of this PD Planned Development is attached hereto as Exhibit "D", "Landscape Plans", and is incorporated herein as if copied in its entirety; and
- E. Photometric Plans: The photometric plan of this PD Planned Development is attached hereto as Exhibit "E" (Stadium) and Exhibit "E-1" (Field), "Photometric Plan", and is incorporated herein as if copied in its entirety.

SECTION 3. SAVINGS AND REPEALER

This Ordinance shall be cumulative of all other ordinances of the Town affecting the regulation of land and zoning and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those Ordinances are in direct conflict with the provisions of this Ordinance whether such Ordinances are codified or uncoded, and all other provisions of the Ordinances of the Town of Trophy Club, codified or uncoded, not in conflict with the provisions of this Ordinance, shall remain in full force and effect. Notwithstanding the foregoing, any complaint, action, cause of action or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such repealed Ordinance(s) shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall be deemed to remain and continue in full force and effect.

SECTION 4. 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 5. 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. The penalty provided by this section shall be cumulative of all other penalties allowed by law, including without limitation, civil remedies available for enforcement of this Ordinance.

**SECTION 6.
PUBLICATION**

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

**SECTION 7.
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, this 28th day of April 2025.

Jeannette 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

NOTE:
Prior to beginning any construction or construction of the stadium, the contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.

BYRON NELSON HIGH SCHOOL STADIUM ADDITION

EXISTING BUILDING

PROPOSED BUILDING

PROPOSED PAVEMENT

PROPOSED SIDEWALK

PROPOSED GOLF CART PARKING

ITEM	QUANTITY	UNIT	PRICE	TOTAL
Existing Building	1	Sq. Ft.	10.00	10.00
Proposed Building	1	Sq. Ft.	10.00	10.00
Proposed Pavement	1	Sq. Ft.	10.00	10.00
Proposed Sidewalk	1	Sq. Ft.	10.00	10.00
Proposed Golf Cart Parking	1	Sq. Ft.	10.00	10.00

EXHIBIT "B"
DEVELOPMENT STANDARDS

**DEVELOPMENT STANDARDS
NISD HIGH SCHOOL NO. 2
TROPHY CLUB, TEXAS**

The development of the Land platted as Northwest High School No. 2, Lots 1 and 2, Block 1 and Lots 1 and 2 Block 2, addressed as 2775 Bobcat Boulevard, (hereinafter "Tract 1") consisting of approximately 92.655 acres of land shall be in accordance with Exhibit "A" – Zoning/Overall Site Plan Exhibit of the development (a copy of which is attached hereto and incorporated herein), all other Exhibits attached to or incorporated herein, the Zoning Code, all other applicable codes and regulations of the Town of Trophy Club, and the following Development Standards, conditions and requirements:

A. Purpose: This Planned Development is designed to accommodate a high school and other appurtenant uses as applicable with a high school site. For development purposes, the land is one contiguous tract. The use and development of the tract shall be in accordance with the Code of Ordinances of the Town, Section 14.02.164 NS - Neighborhood Service District Regulations with the following exceptions:

1. Size of Tract:

Tract 1 shall contain approximately 92.655 acres of land

2. Uses Generally: In the development and use of Tract 1, no land shall be used, and no building or structure shall be installed, erected, or converted to any use other than the following Permitted Uses:

3. Permitted Uses:

(a) Tract 1 shall allow all uses indicated in the following Use List.

Athletic Fields, Stadium, Auditorium, Gyms	Building for auxiliary uses on HS site
Children's Day Care Center & Kindergarten	Equestrian facilities
Park, Playground, Play lots, Related Facilities	Private Stable
Public Safety Facilities	Recreational
School	Social, Recreational, Assembly Buildings
Storage (auxiliary uses for HS site)	Swimming Pool
Tennis, Handball, Racquet Ball Clubs	Utility Facilities, Garage, Storage

4. Limitation of Uses: Except as provided below, any use not expressly permitted herein or allowed by temporary, conditional or specific use permit is prohibited:

EXHIBIT "B"
DEVELOPMENT STANDARDS

- (a) Sporting Events and any applicable appurtenances shall be granted as a permanent use.
 - (b) Educational or informational displays.
 - (c) A temporary use as defined in the Zoning Code shall not be permitted or located nearer than one-hundred feet (100') to a residentially zoned district.
 - (d) An accessory use as defined in the Zoning Code shall not be located within any identified easement. In addition, accessory structures permitted in these districts shall not exceed one story in height, except for storage/ utility structures which shall not exceed fifteen feet (15') in height. Utility structures may include lift stations and other operational utility structures required for full functionality of a high school.
5. Area Building and Site Regulations: The building and site regulations will generally follow Chapter 14 of the Code of Ordinances of the Town, Section 14.02.164 NS - Neighborhood Service District Regulations, with the exception of those items listed below:
- (a) Building Height: No building or structure shall exceed eighty-five feet (85') or three (3) stories in height.
 - (b) Lighting: Prior to the issuance of a building permit for the Land or any part thereof, an overall lighting plan, accompanying the Final Site Plan for the Land must be approved by the Town Council upon recommendation of the Planning & Zoning Commission. Additionally, written standards shall be approved by the Town Council upon recommendation of the Planning & Zoning Commission at a later date, in the form of an amendment to this Ordinance.
 - (i) Lighting Pole Height: The light pole height is excluded from the maximum building height. The maximum lighting pole height shall be one hundred and five feet (105').
 - (c) Fencing: Chain link fencing may be used for athletic fields only as long as it has 100% vinyl coverage. Black vinyl is an acceptable color. All other colors shall be approved by the Town Council upon recommendation of the Planning & Zoning Commission. Additional fencing shall meet the requirements of Chapter 14, Section 14.02.351 of the Town's Code of Ordinances.
 - (d) Outdoor Storage: No outdoor storage, except for refuse disposal, shall be permitted on the land. Dumpster locations shall be subject to the prior approval by the Town Council upon recommendation of

EXHIBIT "B"
DEVELOPMENT STANDARDS

the Planning & Zoning Commission, as indicated on the Final Site Plan. Dumpsters are to be enclosed on all sides with three (3) masonry walls and one (1) gate of a similar architectural style of buildings. Minimum height of the enclosures shall be determined by the height of the dumpster.

When possible, landscaping shall provide additional screening for the enclosure. Operating hours for trash service shall be in accordance with the Town of Trophy Club standards.

- (e) Signage: Illuminated LED and Non-Illuminated permanent marquee and monument signage will be allowed at drive approaches, intersections and the front of the building. Prior to the issuance of a building permit for the Land or any part thereof, an overall sign plan, accompanying the Final Site Plan for the Land must be approved by the Town Council upon recommendation of the Planning & Zoning Commission. Additionally, written standards shall be approved by the Town Council upon recommendation of the Planning & Zoning Commission at a later date, in the form of an amendment to this Ordinance.
 - (i) Video Score Board in the stadium shall be exempt from the requirements of Chapter 3, Section 3.09.019 of the Town's Code of Ordinances as it relates to Changeable Electronic Variable Message Signs (CEVMS). The Video Score Board shall be limited to use during special events/games and will not be used on a daily basis.
 - (ii) Video Score Board Dimensions: The Video Score Board shall not exceed the following dimensions: 18'-11 ¼" x 67'-10 ¼"
- (f) Hours of Operation: The hours of operation shall be between 7:00am and 11:00pm for the standard calendar school year and shall be between 7:00am and 6:00pm for the summer session.
- (g) Mechanical & Electrical Equipment: Mechanical and electrical equipment, including air conditioning units, shall be designed and operated to minimize noise impact on surrounding property. All such Equipment shall be screened from public view. Equipment screening shall not be considered as a part of building height.
- (h) Parking Standards: Parking spaces shall be required to be on-site and may include dedicated spaces for golf carts. Golf cart parking surface may be decomposed granite.
 - (i) Parking requirements for the stadium shall be separate from Section 14.02.353 Off-Street Parking Requirements for standard high school use. Shared on-site parking is allowed for

EXHIBIT "B"
DEVELOPMENT STANDARDS

stadium event parking, since they typically occur outside of regular school hours.

- (ii) The minimum on-site parking requirement shall be in accordance with the following:

Existing On-site Parking	1,682 Spaces
Proposed Parking after Stadium Construction	1,613 Spaces
Proposed Golf Cart Parking	100 Spaces
Parking Provided at Medlin Middle School	182 Spaces
Total Parking Provided	1,895 Spaces
Total Parking Required	1,875 Spaces

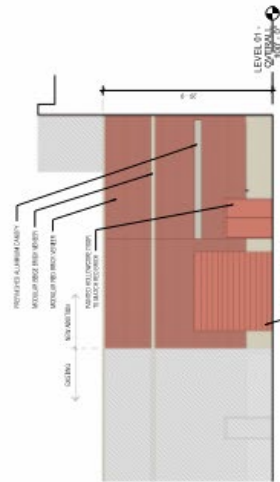
B. Additional Development Standards:

1. Landscaping: Landscaping shall be provided as required by applicable codes, including but not limited to the Zoning Code as amended, and Chapter 14, Section 14.02.352 Landscaping Regulations, and the Subdivision Regulations, Chapter 10, except as specifically provided herein below:

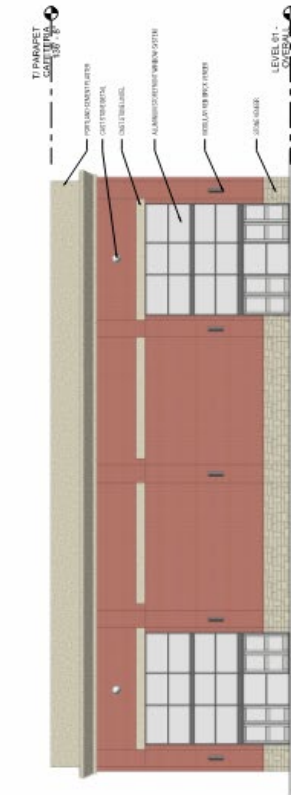
- (a) Interior areas of parking lots shall contain planter islands or berms located so as to best relieve the expanse of paving. Planter islands or berms must be located no further apart than every twenty-four (24) parking spaces and at the terminus of all rows of parking. Such islands or berms shall contain at least one (1) tree. Each tree shall be a minimum of four (4) caliper inches as measured twelve inches (12") above final grade adjacent to the trunk of the tree. The remainder shall be landscaped with shrubs, lawn and ground. Shrubs shall be a minimum of three feet (3') in height when measured immediately after planting, and shall reach three feet (3') in height within one year of planting. Interior planter islands shall have a minimum size of nine feet (9') by eighteen feet (18').
- (i) Perimeter landscape areas shall contain at least one tree for each fifty (50) linear feet or fraction thereof of perimeter area. Shrubs shall meet the requirements of (B)(1)(a) above. Trees shall be planted in non-vehicular open space to meet the following requirements. Existing trees that are preserved on a developed site may be credited to the following requirements:

EXHIBIT "B"
DEVELOPMENT STANDARDS

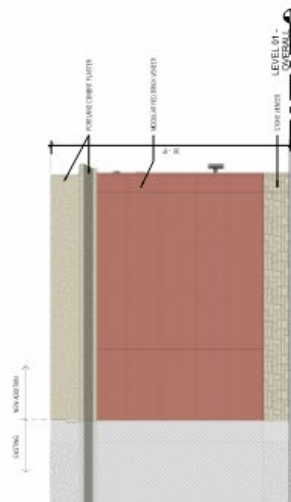
- (ii) Percentage of Site in Non-Vehicular Open spaces: 0-100%
 - (iii) Tree Ratio per Non-Vehicular Open Space: 9 trees/ 4,000 sq. ft.
- 2. Fire Lanes: Fire lanes will be shown on the Final Site Plan. Location and details shall be provided at the time of the Final Site Plan submittal and shall be approved by the Fire Department.
- 3. Final Site Plan: The Final Site Plan shall be submitted to the Planning & Zoning Commission and Town Council for approval. Such approval shall be in the form of an ordinance duly adopted by the Town Council, upon recommendation from the Planning & Zoning Commission.
 - (a) Upon approval, the Final Site Plan shall become an amendment to this Ordinance. In the event of any conflicts between this Ordinance and such approved Final Site Plan, the Ordinance adopting the Approved Final Site Plan shall control
- 4. Amendments to the Site Plan: Amendments to the Site Plan for items that are not determined to be substantial by the Planning & Zoning Coordinator shall be permitted. The Planning & Zoning Coordinator shall determine items to be classified as not substantial.
- 5. Notwithstanding any contrary provision in the Ordinance or any exhibits hereto, the final approvals listed below must be obtained from the Town prior to the issuance of any building permits. Such approvals must be made by an Ordinance amending this Ordinance creating PD-Planned Development No. 28:
 - (a) Final Site Plan approval, including but not limited to Landscape Plan and Plant List
 - (b) Building Elevations
 - (c) Sight Line Studies
 - (d) Photometric Plan and Light Fixture Illustrations
 - (e) Signage
 - (f) Retaining Wall and Fencing



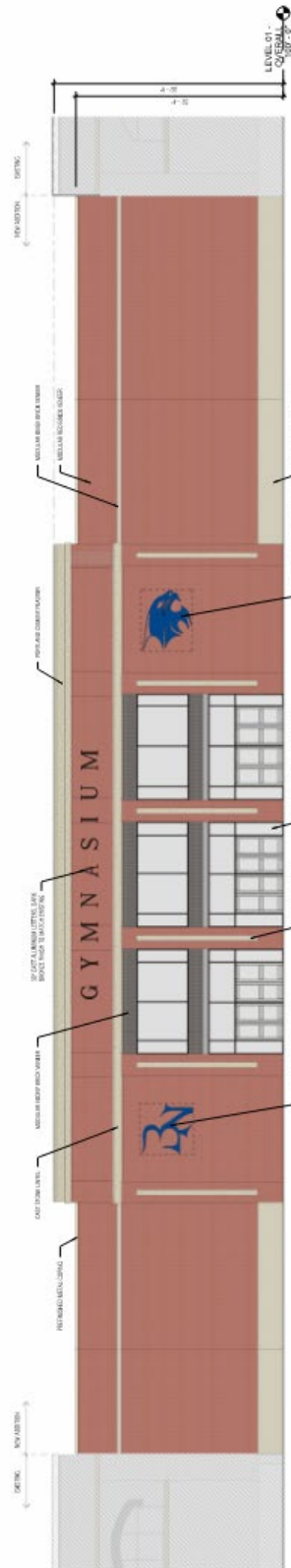
02 | COLORED EXTERIOR ELEVATION - AG SHOP WEST



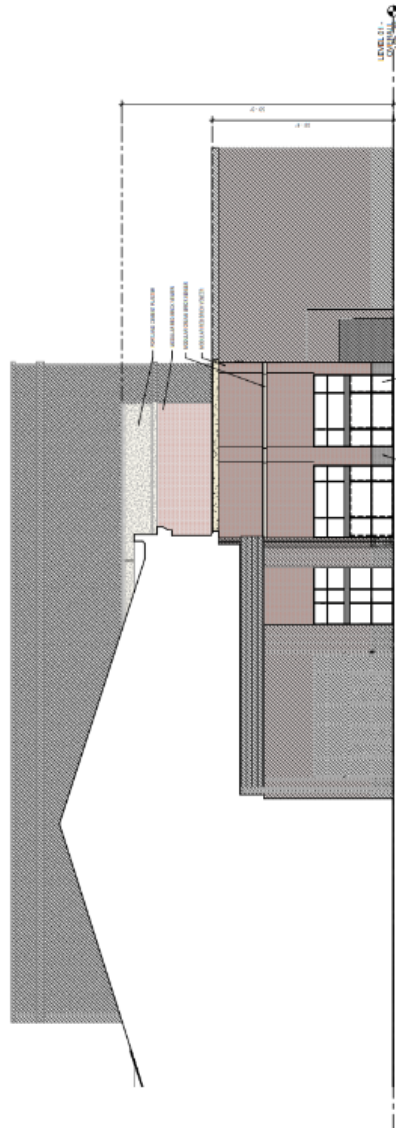
03 | COLORED EXTERIOR ELEVATION - CAFETERIA WEST



04 | COLORED EXTERIOR ELEVATION - CAFETERIA NORTH (& SOUTH OPP.)



ORD 2025-__ P&Z

[illegible]

02 | COLORED EXTERIOR ELEVATION - AUDITORIUM WEST

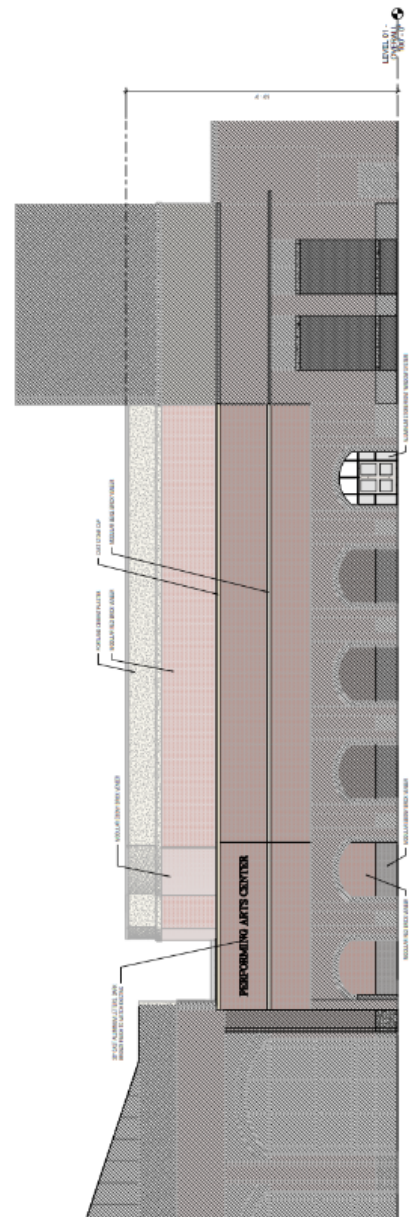
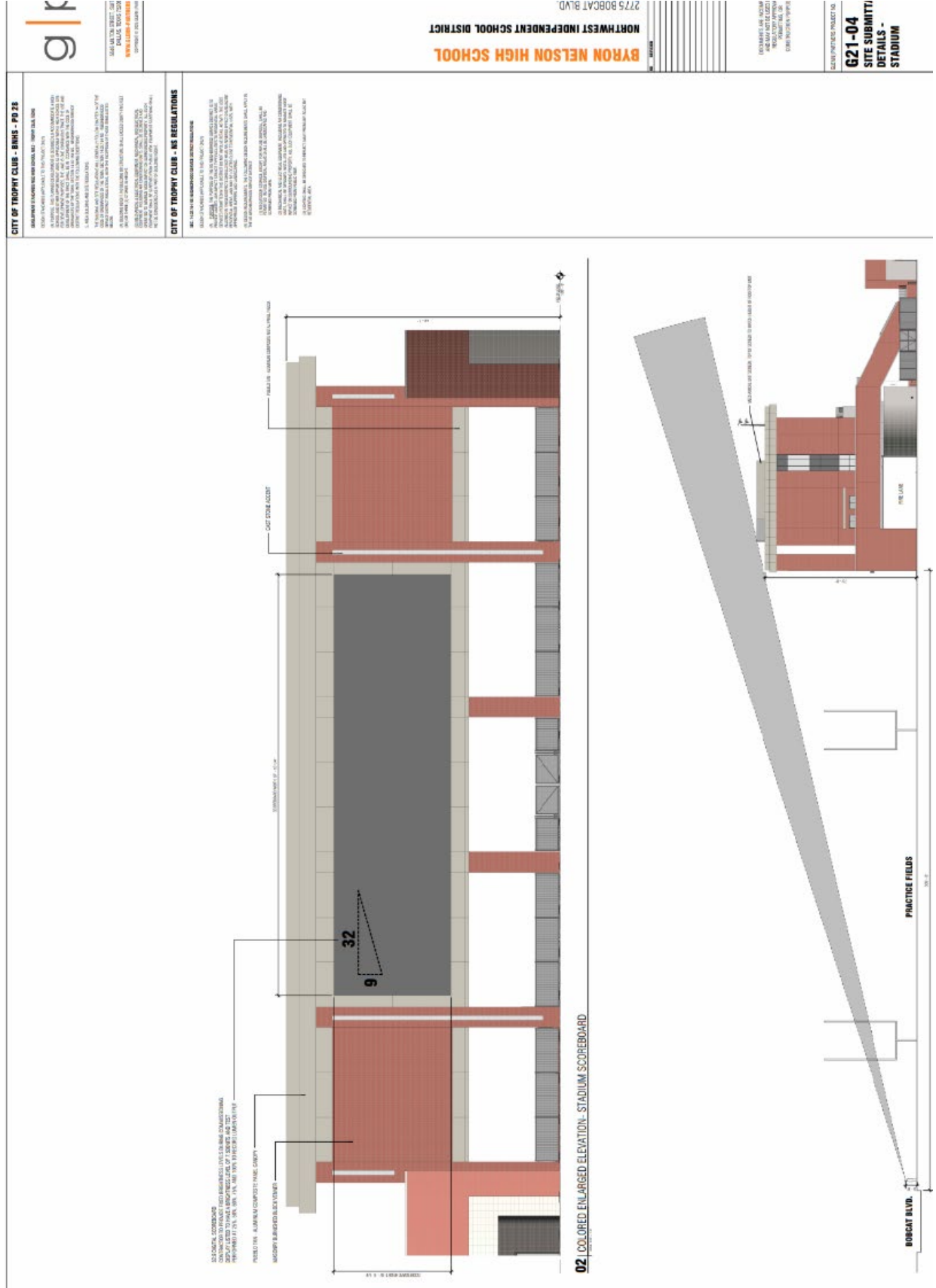


EXHIBIT "C"
BUILDING ELEVATIONS

[illegible]

EXHIBIT "C" BUILDING ELEVATIONS



[illegible]

EXHIBIT "D" LANDSCAPE PLANS

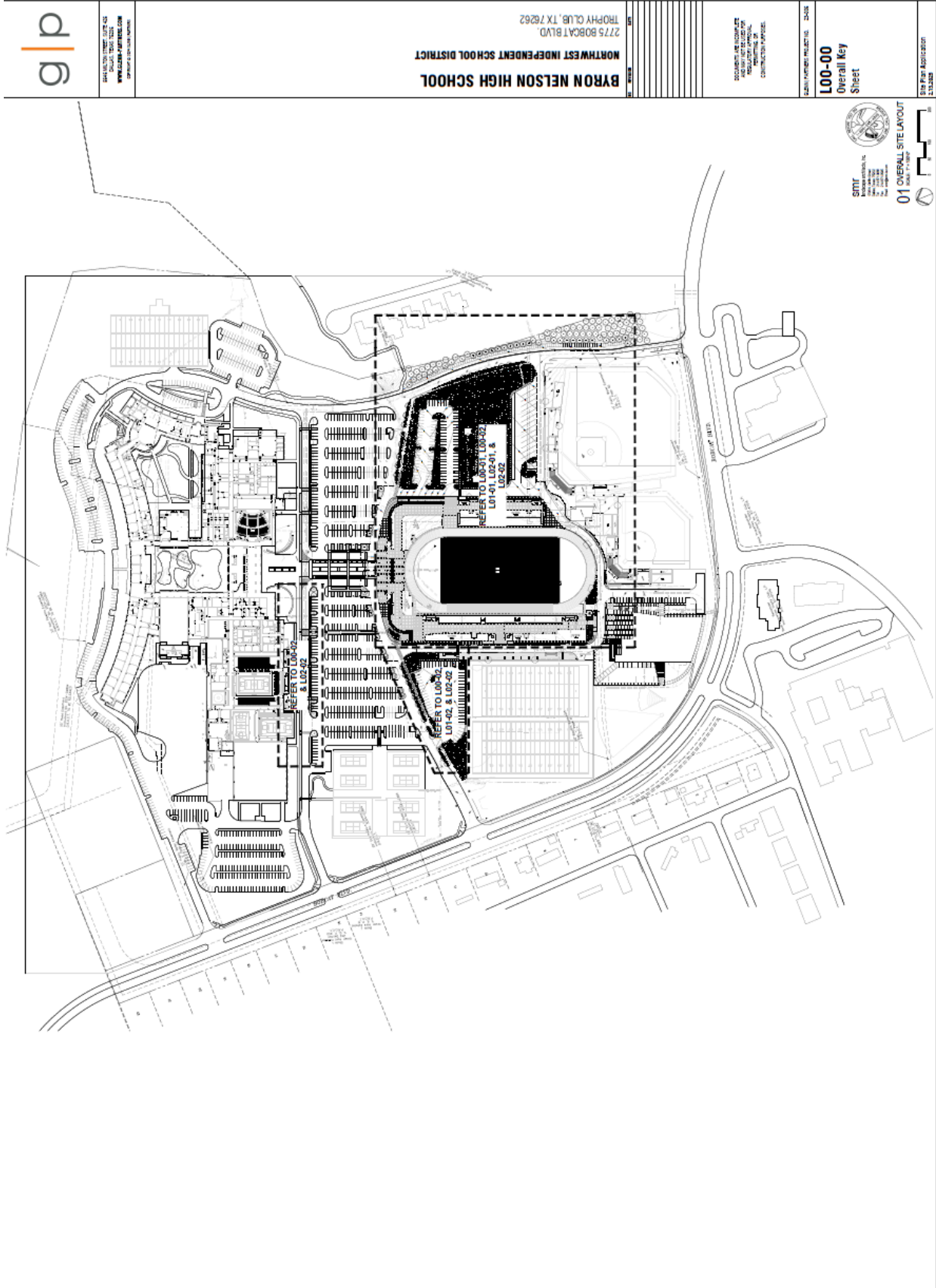


EXHIBIT "D" LANDSCAPE PLANS

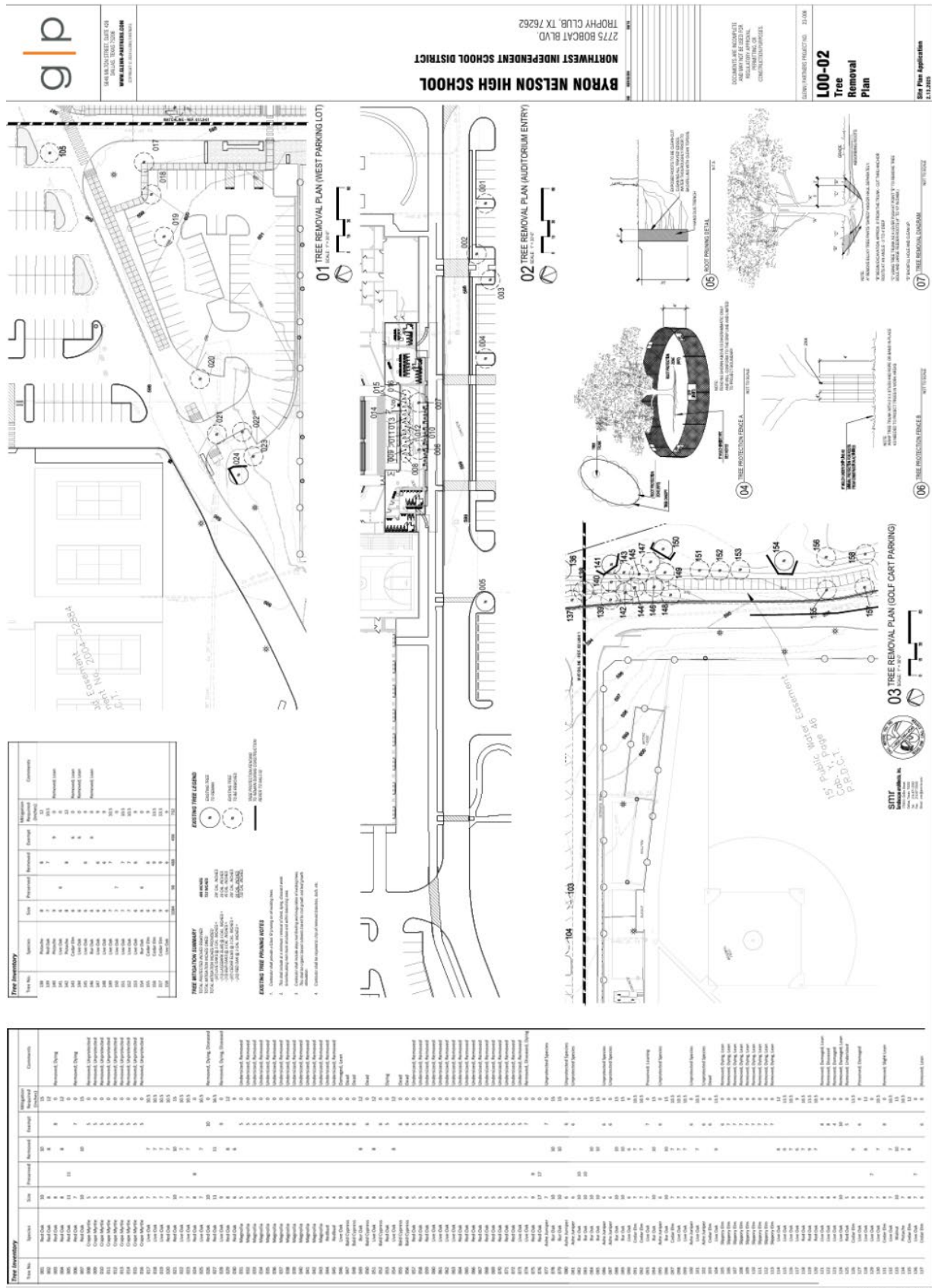
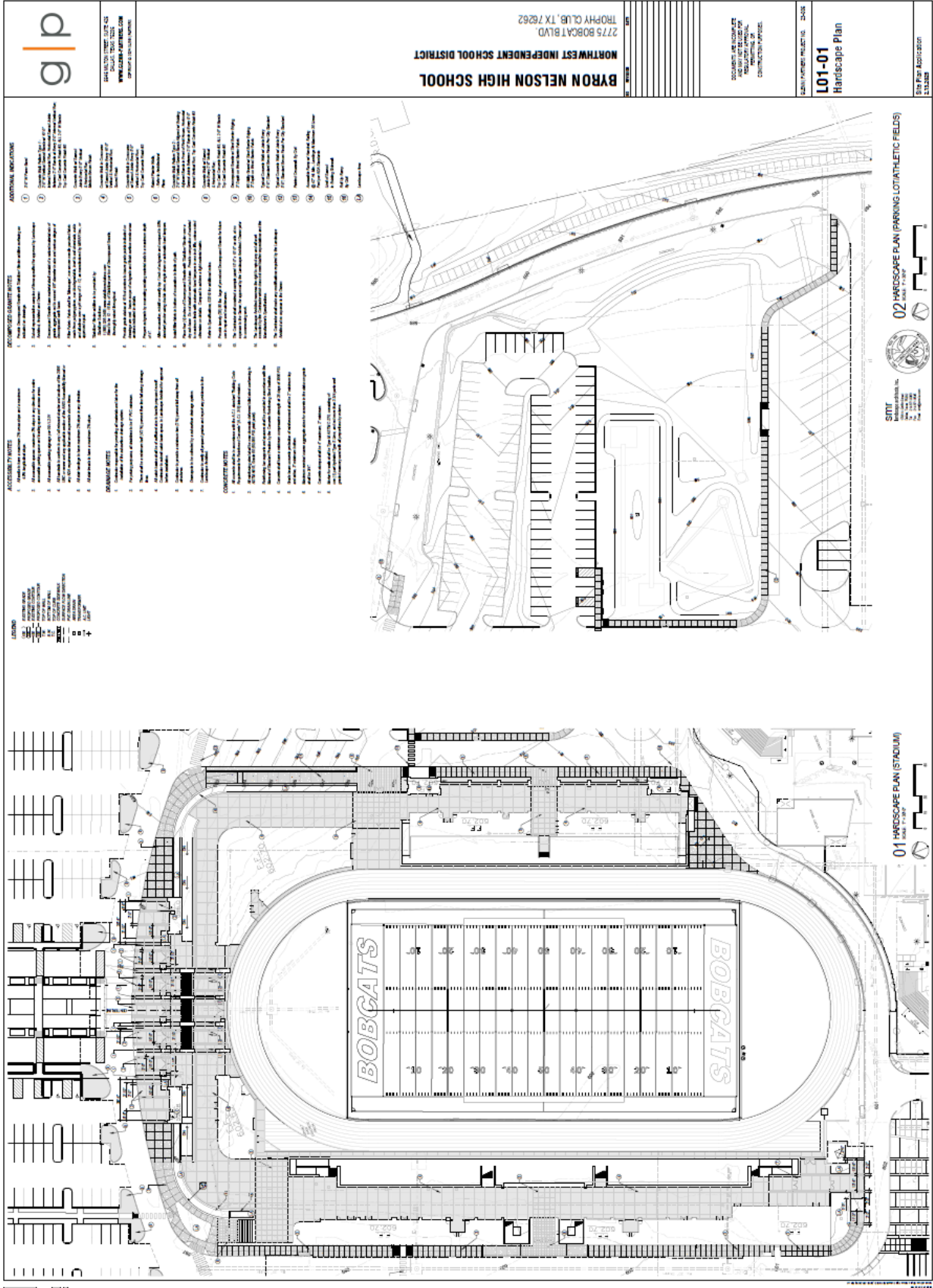
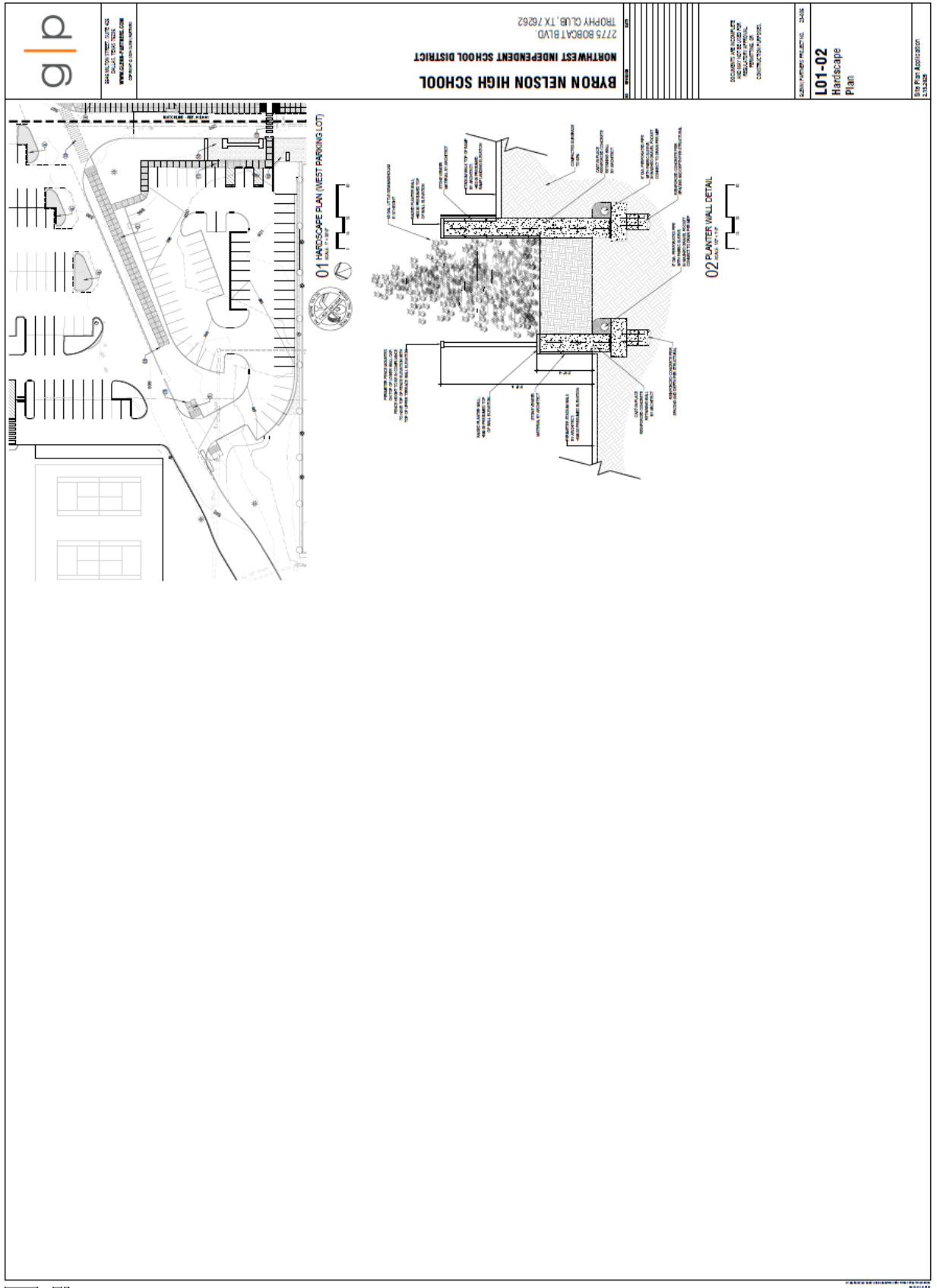


EXHIBIT "D" LANDSCAPE PLANS





BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262	BYRON NELSON HIGH SCHOOL 2775 BOBCAT BLVD MIDWAY, TX 77262 2775 BOBCAT BLVD MIDWAY, TX 77262
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EXHIBIT "E" (Stadium) PHOTOMETRIC PLANS

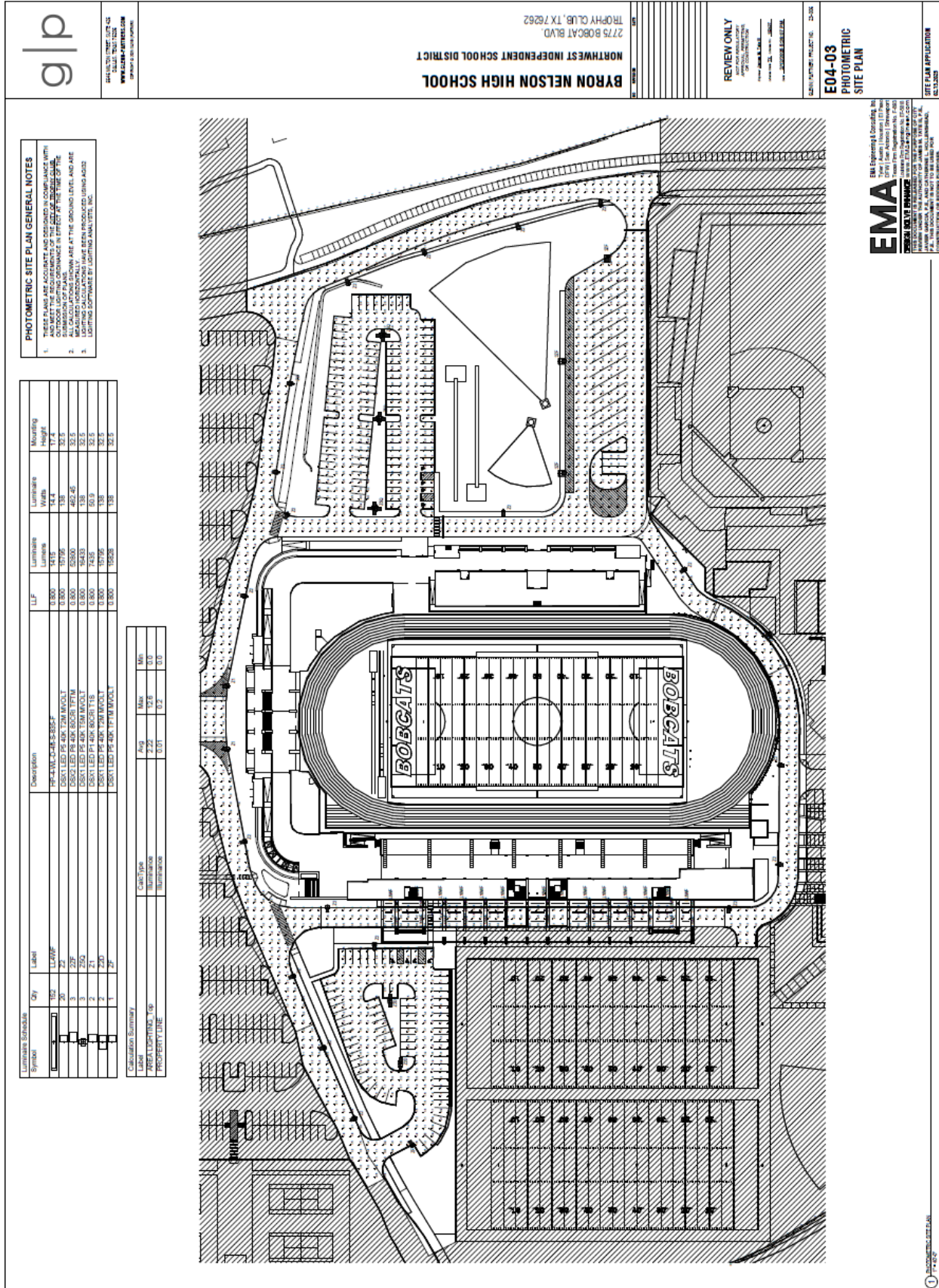
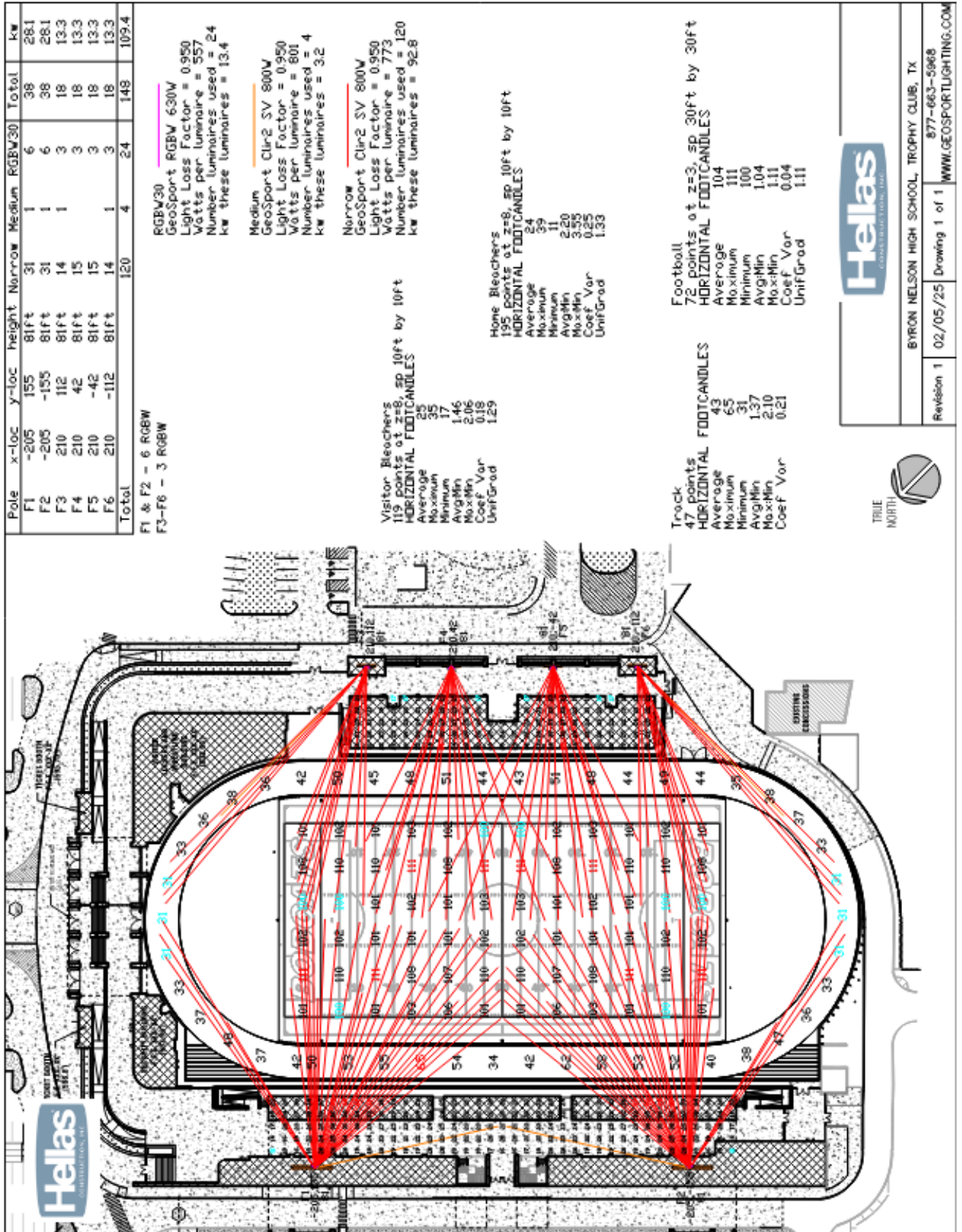
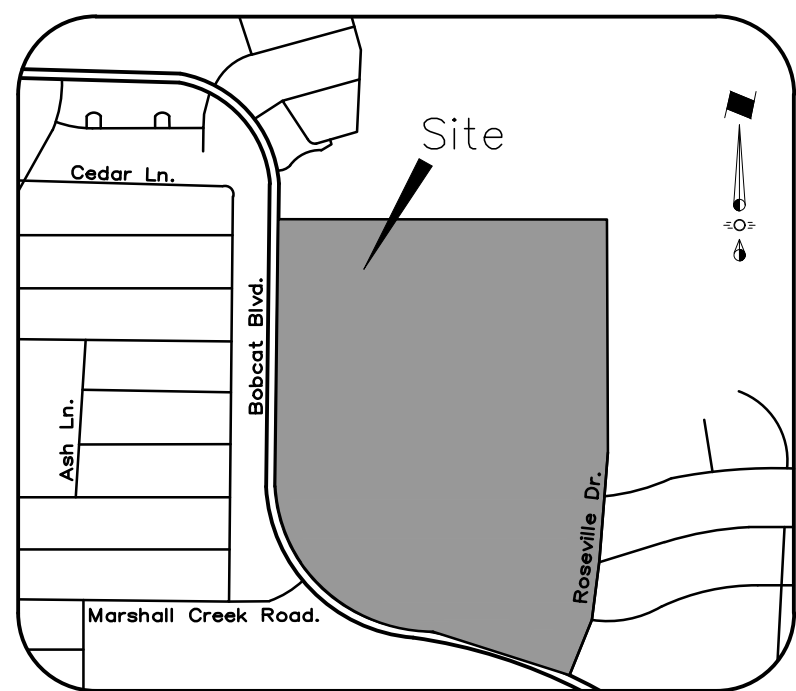
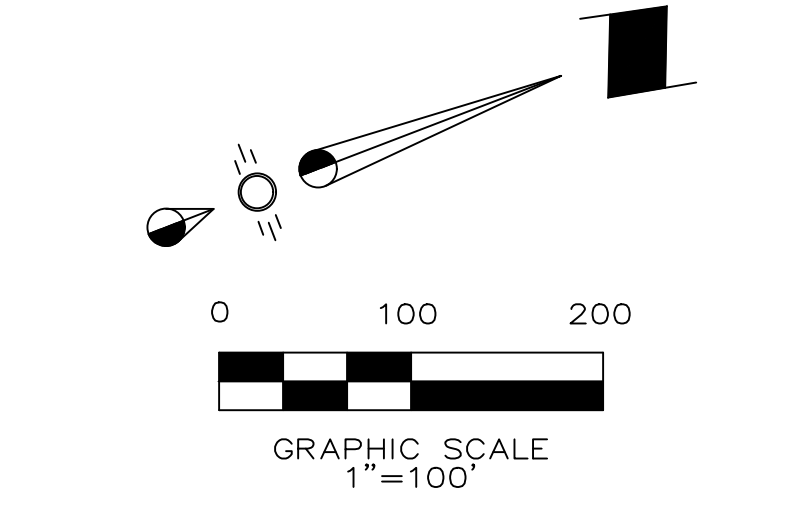
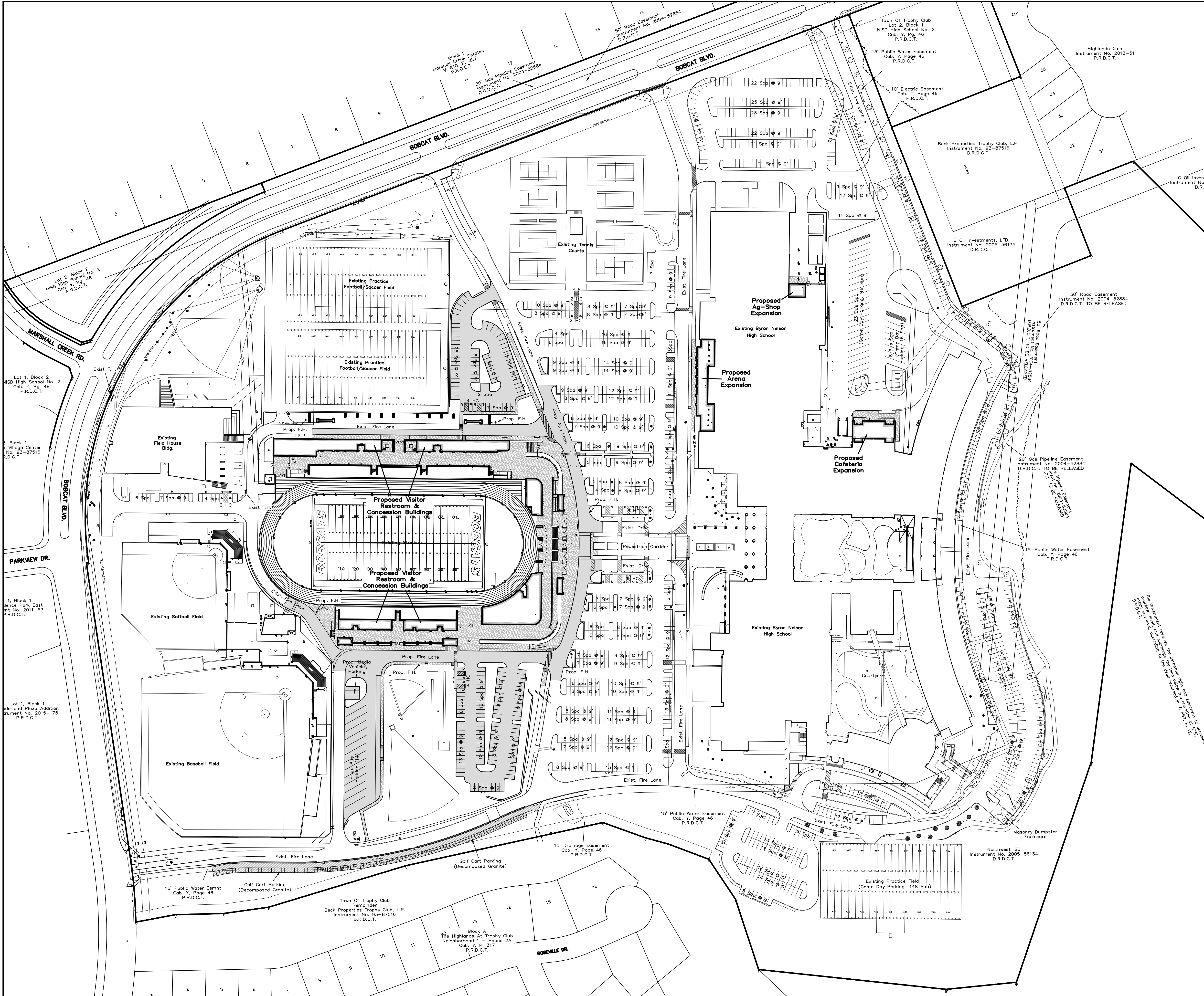


Exhibit "E-1 (Field)" PHOTOMETRIC PLANS





SITE SUMMARY

Zoning.....PD-28
Lot Area.....82.863 Acres
PD-28 Area.....92.655 Acres

Existing Building
Main Building & Fieldhouse
Total Building Area.....633,299 Sq. Ft.
Max. Building Ht. (3-Stories).....55'-0"

Proposed Building
Cafeteria Expansion:
Building Area.....3,418 Sq. Ft.
Max. Building Ht (1-Story).....36'-8"

Ag-Shop Expansion:
Building Area.....1,010 Sq. Ft.
Max. Building Ht.(1-Story).....26'-0"

Arena Expansion:
Building Area.....5,660 Sq. Ft.
Max. Building Ht.(1-Story).....36'-0"

Stadium Expansion:
Building Area (Concessions, Pressbox, restrooms, storage, etc.).....48,142 Sq. Ft.
Max. Building Ht.(3-Story Pressbox).....73'-0"

Existing Onsite Parking Provided.....1682 Spaces
Proposed Parking Provided.....1613 Spaces
Prop. Golf Cart Parking Provided.....100 Spaces
Parking Provided At Medlin.....182 Spaces
Total Parking Provided.....1895 Spaces
Total Parking Required.....1875 Spaces
(1stall/4seats) (7,500 students)

HC Parking Required.....25 Spaces
HC Parking Provided29 Spaces

F.A.R
Existing Building F.A.R. = 0:5.2
Proposed Building F.A.R. = 0:5.7

LOT COVERAGE
Existing Ground Floor.....376,472 Sq. Ft.
Proposed Ground Floor.....37,144 Sq. Ft.
Existing Building = 0.10
Proposed Building = 0.11

LEGEND	
	Proposed Pavement
	Proposed Sidewalk
	Proposed Golf Cart Parking

MISC. INFORMATION		REVISION	DATE	DESCRIPTION	 RLK ENGINEERING, INC. 111 West Main Allen, Texas 75013 (972) 359-1733 Off (972) 359-1833 Fax Texas Registration No. 579	SITE PLAN BYRON NELSON HIGH SCHOOL STADIUM ADDITION BOBCAT BLVD TROPHY CLUB, TEXAS		DESIGNED BY: RLK Engineering	TECH REVIEW: RLK	DRAWING FILE: 24047 SITE PLAN.dwg	DRAWING SCALE: 1"=40'	SHEET: CSP1
NOTE: Prior to beginning any construction or construction staking, it shall be the Contractor's responsibility to contact the civil engineer to insure that all parties are in possession of the most current set of construction documents.								DRAWN BY: RLK Engineering	PEER REVIEW: RLK	DRAWING DATE: 02-13-25	PROJECT NUMBER: RLK: 24047	

EXHIBIT "A"

LEGAL DESCRIPTION

Being 92.655 acres of land located in the T. Calaway Survey, Abstract No. 272, the T. Kelly Survey, Abstract No. 704, and the J. Henry Survey, Abstract No. 529, Denton County, Texas, being the tract of land described in the deeds to Northwest Independent School District (Northwest Independent School District "NWISD"), recorded in Instrument Nos. 2004-52882, 2005-56133, and 2005-56134, Deed Records, Denton County, Texas. Said 92.655 acres of land being more particularly described as follows:

BEGINNING at a 1/2" iron rod stamped "McCullah" found at the most Westerly Northwest corner of said NWISD tract recorded in Instrument No. 2004-52882, being the Northeast corner of Lot 22, Block L, Green Acre Estates, 2nd Section, an addition to Denton County, Texas, according to the plat recorded in Volume B, Page 250, Plat Records, Denton County, Texas;

THENCE N89°32'20"E, along the most Westerly North line of said NWISD tract recorded in Instrument No. 2004-52882 a distance of 363.50 feet to a 60d nail found at the Northwest corner of the Save and Except Tract 1 as described in the deed to NWISD in said Instrument No. 2004-52882;

THENCE S00°27'22"E, along the West line of said Save and Except Tract 1, at a distance of 255.57 feet passing the Southwest corner of said Save and Except Tract 1, also being the most Westerly Northwest corner of a tract of land described in the deed to C Oil Investments, LTD. recorded in Instrument No. 2005-56135, Deed Records, Denton County, Texas, in all a total distance of 295.57 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" set at the Southwest corner of said C Oil Investments, LTD tract;

THENCE along the South, East, and North lines of said C Oil Investments, LTD tract the following courses and distances:

1. N89°33'02"E, a distance of 410.61 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" set;
2. N00°26'58"W, a distance of 295.62 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" set;
3. S89°33'06"W, a distance of 155.00 feet to a 3/8" iron pipe found at the Northwest corner of said C Oil Investments tract, the Northeast corner of said Save and Except Tract I, and the Southeast corner of a tract of land described in the deed to Hunter Ferrell Properties, Inc recorded in Instrument No. 94-75154, Deed Records, Denton County, Texas;

THENCE N00°15'37"W, along the most Northerly West line of said NWISD tract described in Instrument No. 2004-52882, a distance of 157.16 feet to a 1/2" iron rod set at

the Southwest corner of a tract of land described in the deed to C Oil Investments, LTD. recorded in Instrument No. 2003-205035, Deed Records, Denton County, Texas;

THENCE along the South, East, and North line of said C Oil Investments, LTD. tract described in Instrument No. 2003-205035 the following courses and distances:

1. N65°51'14"E, a distance of 293.82 feet to a 60d nail found;
2. N43°22'38"E, a distance of 110.89 feet to a 60d nail found;
3. N45°01'33"W, a distance of 298.00 feet to a 60d nail found;
4. S89°29'25"W, a distance of 135.33 feet to a 60d nail found in the most Northerly West line of said NWISD tract described in Instrument No. 2004-52882;

THENCE N00°15'37"W, along the most Northerly West line of said NWISD tract described in Instrument No. 2004-52882, at a distance of 192.98 feet passing a point from which a 5/8" iron rod stamped "Carter & Burgess" bears S89°44'23"W a distance of 0.97 feet for the Northeast corner of said Hunter Ferrell Properties, Inc tract and the Southeast corner of a tract of land described in the deed to Star of Texas Energy Services, Inc recorded in Instrument No. 2004-148911, Deed Records, Denton County, Texas, in all 347.21' to a U.S. Army Corps of Engineers (Corps of Engineers "COE") Monument No. 540-1 found at the most Northerly Northwest corner of said NWISD tract described in Instrument No. 2004-52882;

THENCE along the North and East lines of said NWISD tract described in Instrument No. 2004-52882 the following courses and distances:

1. S42°22'19"E, a distance of 408.77 feet to a COE Monument No. 540-2 found;
2. S44°17'30"E, a distance of 777.59 feet to a COE Monument No. 540-3 found;
3. S58°06'38"W, a distance of 253.93 feet to a COE Monument No. 540-4 found;
4. S61°23'43"E, a distance of 642.65 feet to a 1/2" iron rod stamped "McCullah" found;
5. S50°12'33"E, a distance of 496.53 feet to a COE Monument No. 540-6 found;
6. S15°14'49"W, a distance of 150.59 feet to a COE Monument No. 540-7 found;
7. S27°03'58"W, a distance of 402.08 feet to a COE Monument No. 540-8 found;
8. N87°09'06"W, a distance of 157.55 feet to a 1/2" iron rod stamped "Beasley RPLS 4050" set;

9. S77°19'34"W, a distance of 102.76 feet to a 1/2" iron rod stamped "McCullah" found;
10. S41°39'04"W, a distance of 91.39 feet to a 1/2" iron rod stamped "McCullah" found;
11. S36°17'12"W, a distance of 52.32 feet to a 1/2" iron rod stamped "McCullah" found;
12. S40°50'39"W, a distance of 95.59 feet to a 1/2" iron rod stamped "McCullah" found;
13. S08°39'42"W, a distance of 429.68 feet to a 1/2" iron rod stamped "McCullah" found;
14. S04°12'41"W, a distance of 306.41 feet to a 1/2" iron rod stamped "McCullah" found;
15. S13°00'52"W, a distance of 96.30 feet to a 1/2" iron rod stamped "McCullah" found;
16. S19°36'46"W, a distance of 103.70 feet to a 1/2" iron rod stamped "McCullah" found;
17. S10°23'52"W, a distance of 125.46 feet to a pk set in Marshall Creek Road for the Southeast corner of said NWISD tract described in Instrument No. 2004-52882;

THENCE with the South line of said NWISD tract described in Instrument No. 2004-52882 and along a line in Marshall Creek Road the following courses and distances:

1. Westerly, 138.46 feet along a non tangent curve to the left, having a radius of 1,031.76 feet, a central angle of 07°41'21" and a chord bearing N73°38'58"W, 138.36 feet to a pk set;
2. N77°29'39"W, a distance of 909.47 feet to a pk set at the beginning of a non tangent curve;
3. Westerly, 350.07 feet along a non tangent curve to the left, having a radius of 2,020.05 feet, a central angle of 09°55'45" and a chord bearing N85°28'47"W, 349.63 feet to an X found for the Southwest corner of said NWISD tract described in Instrument No. 2004-52882;

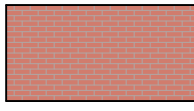
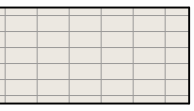
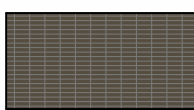
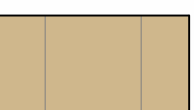
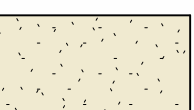
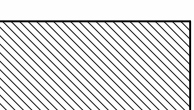
THENCE N00°06'55"E, along the most Westerly West line of said NWISD tract described in Instrument No. 2004-52882, at a distance of 31.69 feet passing a 3/8" iron rod found at the Southeast corner of Lot 1, Block L, Green Acre Estates, an Addition to Denton County, Texas, according to the plat recorded in Volume 6, Page 6, Plat Records,

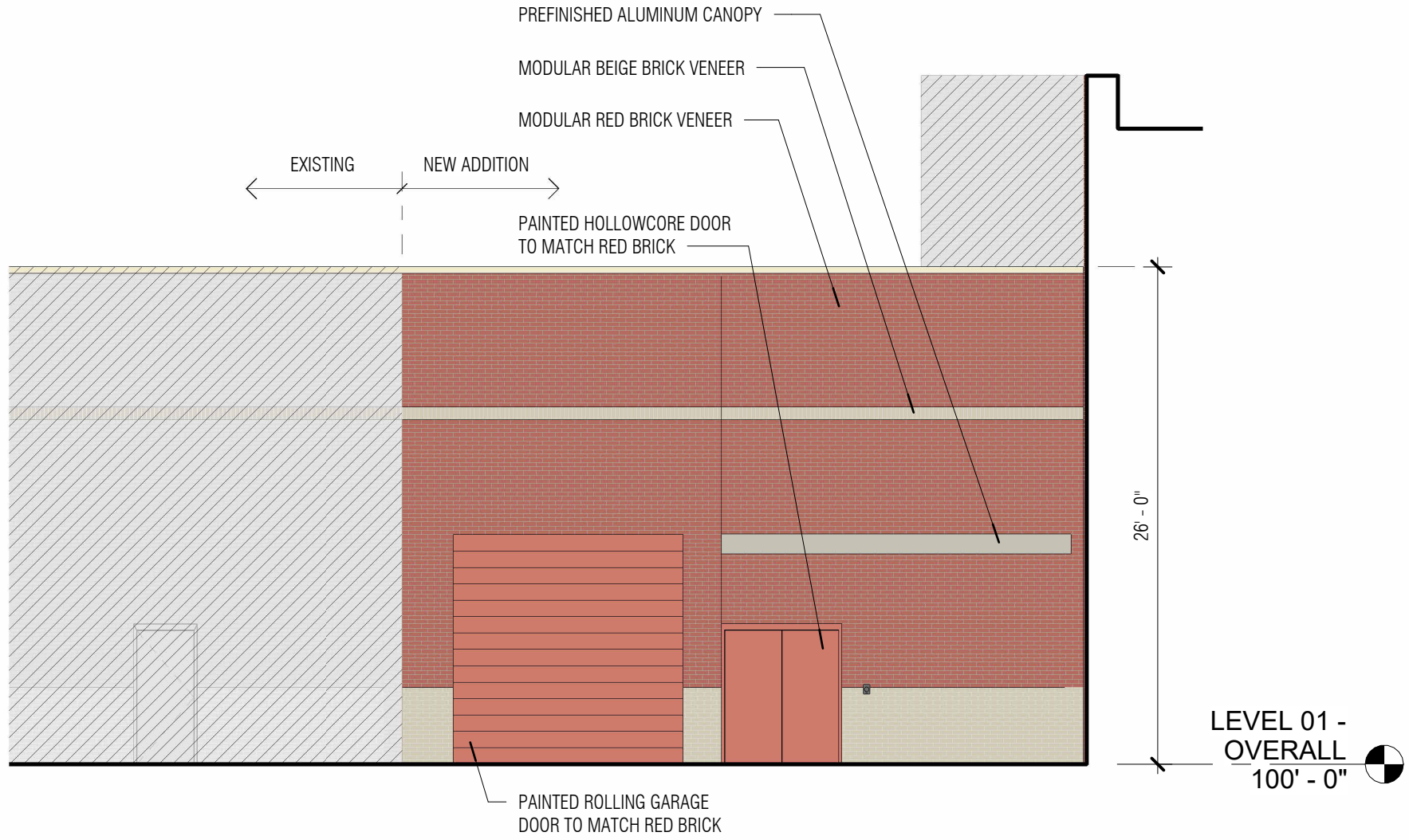
Denton County, Texas, in all a distance of 1,426.57 feet to a 3/8" iron rod found at the Northeast corner of Lot 14, Block L, of said Green Acre Estates, also being the Southeast corner of Lot 15, Block L, of said Green Acre Estates, 2nd Section;

THENCE N00°15'50"E, along the East line of said Green Acre Estates, 2nd Section, a distance of 754.75 feet to the point of beginning, containing 92.655 acres of land.

The bearings recited hereon are oriented to NAD 83, Texas North Central Zone.

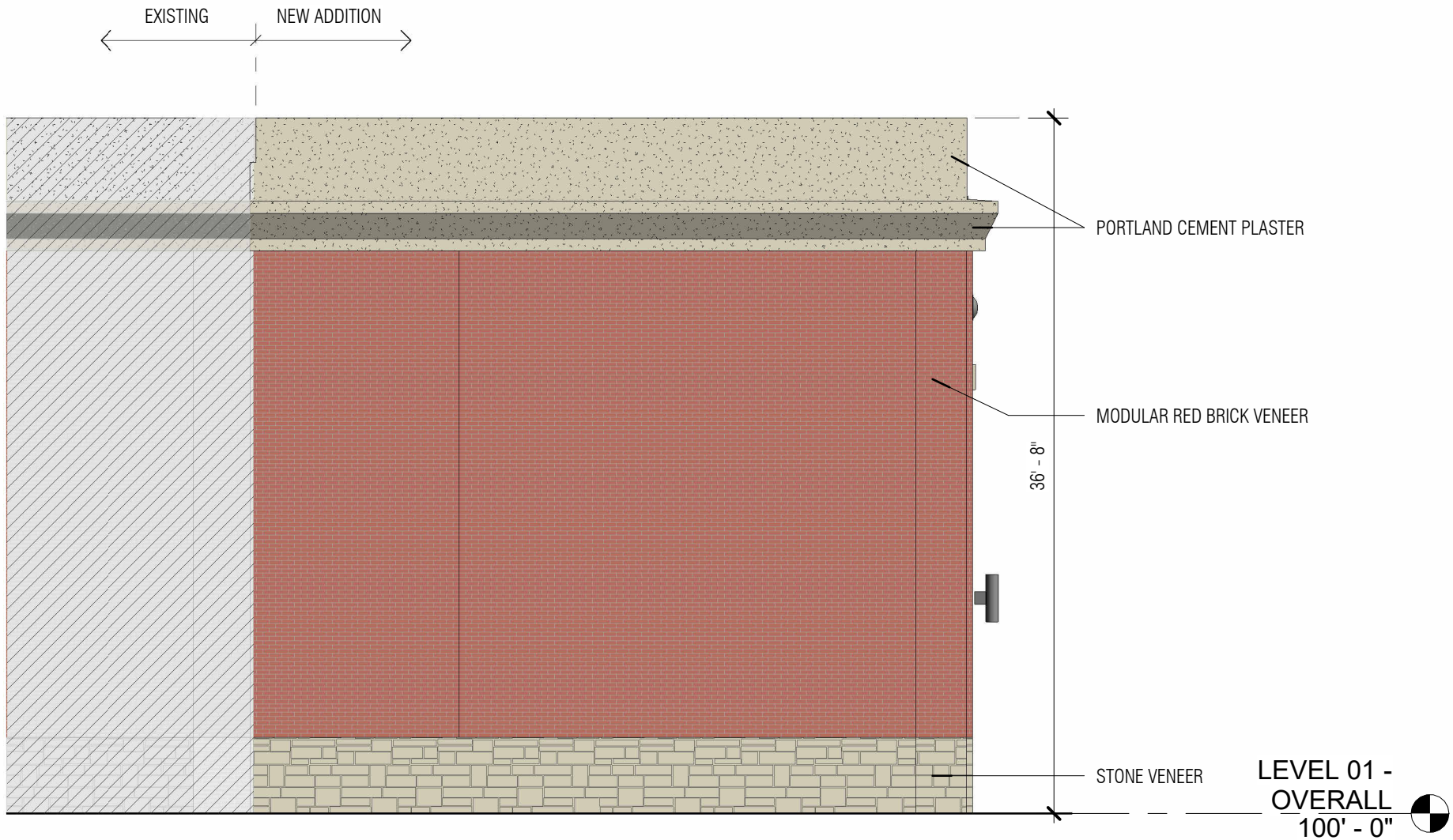
2/12/2025 5:42:52 PM
Addendum to Project Manual by School District, JAMES SCHULZ, ARCHITECT
0 5' 1' 2'

MATERIALS	AG SHOP	CAFETERIA	ARENA	AUDITORIUM	TOTAL SF	MATERIALS	AG SHOP	CAFETERIA	ARENA	AUDITORIUM	TOTAL SF	MATERIALS	AG SHOP	CAFETERIA	ARENA	AUDITORIUM	TOTAL SF
 MODULAR BRICK VENEER - COLOR: RED - RUNNING BOND BASIS OF DESIGN: BLACKSON BRICK COMPANY KANSAS BRICK AND TILE CO. 530 FLASH MODULAR	623 SF	3,600 SF	4,506 SF	3,617 SF	12,346 SF	 MASONRY BURNISHED BLOCK VENEER - STACKED BOND BASIS OF DESIGN: BLACKSON BRICK COMPANY 2110 AUSTIN LIMESTONE BURNISHED	0 SF	0 SF	0 SF	0 SF	0 SF	 CAST STONE - SIZES VARY. SEE ELEVATION BASIS OF DESIGN: JCF COMPANIES 2-80 BISCUIT COLOR TO MATCH EXISTING	0 SF	53 SF	232 SF	0 SF	559 SF
 MODULAR BRICK VENEER - COLOR: EBONY - STACKED BOND/ RUNNING BOND BASIS OF DESIGN: BLACKSON BRICK COMPANY KANSAS BRICK AND TILE CO. 530 FLASH MODULAR	69 SF	0 SF	607 SF	213 SF	889 SF	 ALUMINUM COMPOSITE METAL PANEL, 4'-0" JOINTS O.C. BASIS OF DESIGN: REYNOLUX PUEBLO TAN COLOR TO MATCH EXISTING FIELDHOUSE	20 SF	0 SF	44 SF	0 SF	64 SF	 EXTERIOR PORTLAND CEMENT PLASTER COLOR TO MATCH EXISTING	0 SF	1,944 SF	274 SF	832 SF	2,776 SF
 MODULAR BRICK VENEER - COLOR: BEIGE - ACCENT COLOR / RUNNING BOND - TO MATCH EXISTING	24 SF	0 SF	32 SF	96 SF	152 SF	 ALUMINUM COMPOSITE METAL PANEL, 4'-0" JOINTS O.C. BASIS OF DESIGN: REYNOLUX SUNSHINE GRAY COLOR TO MATCH EXISTING FIELDHOUSE	0 SF	0 SF	0 SF	0 SF	0 SF	 SPANDREL GLAZING	0 SF	0 SF	0 SF	0 SF	0 SF
 STONE VENEER - TO MATCH EXISTING	0 SF	530 SF	0 SF	0 SF	530 SF	 LINEAR METAL SOFFIT PANEL - 12" PANEL, 1" DEEP BASIS OF DESIGN: MORN CLASSIC F-17-0, 70 GAUGE GALVALUME, TO MATCH SUNSHINE GRAY ACM PANEL	0 SF	0 SF	0 SF	0 SF	0 SF	-	-	-	-	-	-
TOTAL ELEVATION AREA	736 SF	6,127 SF	5,885 SF	4,758	17,506 SF	-	736 SF	6,127 SF	5,885 SF	4,758	17,506 SF	-	736 SF	6,127 SF	5,885 SF	4,758	17,506 SF
ELEVATION MASONRY %	97.3%	68.3%	94.6%	82.5%	-	-	97.3%	68.3%	94.6%	82.5%	-	-	97.3%	68.3%	94.6%	82.5%	-
SCHOOL TOTAL MASONRY = 14,662 SF = 83.8%																	



02 | COLORED EXTERIOR ELEVATION - AG SHOP WEST

SCALE: 1/8" = 1'-0"



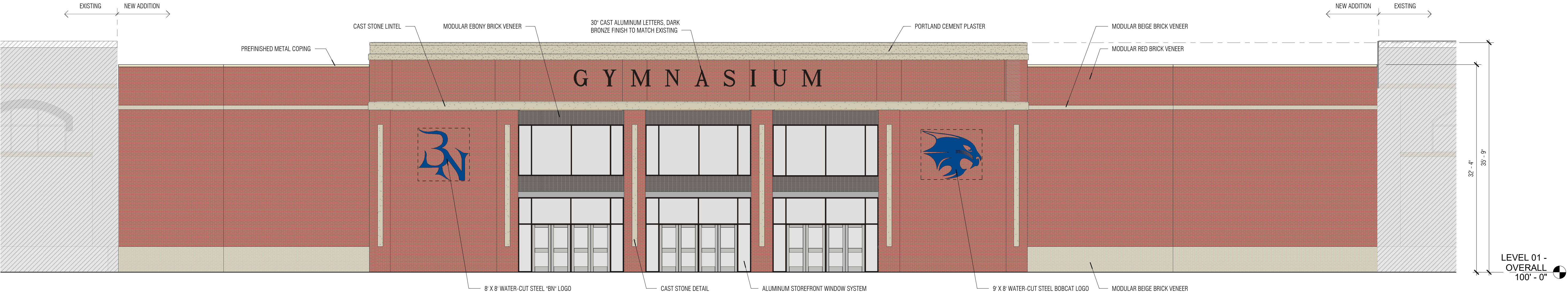
04 | COLORED EXTERIOR ELEVATION - CAFETERIA NORTH (& SOUTH OPP.)

SCALE: 1/8" = 1'-0"



03 | COLORED EXTERIOR ELEVATION - CAFETERIA WEST

SCALE: 1/8" = 1'-0"



01 | COLORED EXTERIOR ELEVATION - ARENA SOUTH

SCALE: 1/8" = 1'-0"

CITY OF TROPHY CLUB - BNHS - PD 28

DEVELOPMENT STANDARDS NSD HIGH SCHOOL NO.2 - TROPHY CLUB, TEXAS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THIS PLANNED DEVELOPMENT IS DESIGNED TO ACCOMMODATE A HIGH SCHOOL AND OTHER APPROPRIATE USES AS APPLICABLE WITH A HIGH SCHOOL SITE. FOR DEVELOPMENT PURPOSES, THE LAND IS ONE CONTIGUOUS TRACT. THE USE AND DEVELOPMENT OF THE TRACT SHALL BE IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02.164 NS - NEIGHBORHOOD SERVICE DISTRICT REGULATIONS WITH THE FOLLOWING EXCEPTIONS:

5. AREA BUILDING AND SITE REGULATIONS:

THE BUILDING AND SITE REGULATIONS WILL GENERALLY FOLLOW CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02.164 NS - NEIGHBORHOOD SERVICE DISTRICT REGULATIONS, WITH THE EXCEPTION OF THOSE ITEMS LISTED BELOW:

(A) BUILDING HEIGHT: NO BUILDING OR STRUCTURE SHALL EXCEED EIGHTY-FIVE FEET (85') OR THREE (3) STORES IN HEIGHT.

(G) MECHANICAL & ELECTRICAL EQUIPMENT: MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING AIR CONDITIONING UNITS, SHALL BE DESIGNED AND OPERATED TO MINIMIZE NOISE IMPACT ON SURROUNDING PROPERTY. ALL SUCH EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. EQUIPMENT SCREENING SHALL NOT BE CONSIDERED AS A PART OF BUILDING HEIGHT.

CITY OF TROPHY CLUB - NS REGULATIONS

SEC. 14.02.164 NS NEIGHBORHOOD SERVICE DISTRICT REGULATIONS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THE PURPOSE OF THE NS NEIGHBORHOOD SERVICE DISTRICT IS TO PROVIDE LIMITED LOW IMPACT SERVICE TYPE FACILITIES TO RESIDENTIAL AREAS. SERVICES PERMITTED IN THIS DISTRICT DO NOT INVOLVE RETAIL ACTIVITY. THE USES ALLOWED IN THESE DISTRICTS SHOULD NOT HAVE AN ADVERSE EFFECT ON ADJACENT RESIDENTIAL AREAS, AND MAY BE LOCATED CLOSE TO RESIDENTIAL USES, WITH APPROPRIATE BUFFERS AND LANDSCAPING.

(V) DESIGN REQUIREMENTS: THE FOLLOWING DESIGN REQUIREMENTS SHALL APPLY IN THE NS NEIGHBORHOOD SERVICE DISTRICT:

(1) NO OUTDOOR STORAGE, EXCEPT FOR REFUSE DISPOSAL, SHALL BE PERMITTED. REFUSE DISPOSAL AREAS SHALL BE LANDSCAPED AND SCREENED FROM VIEW.

(2) MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING AIR CONDITIONING UNITS, SHALL BE DESIGNED, INSTALLED AND OPERATED TO MINIMIZE NOISE IMPACT ON SURROUNDING PROPERTY. ALL SUCH EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW.

(3) LIGHTING SHALL BE DESIGNED TO REFLECT AWAY FROM ANY ADJACENT RESIDENTIAL AREA.



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NORTHWEST INDEPENDENT SCHOOL DISTRICT
2775 BOBCAT BLVD.
TROPHY CLUB, TX 76262

NO REVISION DATE

Architectural drawing showing the colored exterior elevation of the Auditorium West. The drawing includes a cross-section of the building facade, highlighting the materials and structure. Key components labeled include:

- PORTLAND CEMENT PLASTER
- MODULAR RED BRICK VENEER
- MODULAR CREAM BRICK VENEER
- MODULAR RED BRICK VENEER
- MODULAR EBONY BRICK VENEER
- ALUMINUM STOREFRONT WINDOW SYSTEM

Dimensions are indicated on the right side of the drawing:

- Overall height: 59'-0"
- Section height: 33'-4"

LEVEL 01 - OVERALL 100' - 0"

02 COLORED EXTERIOR ELEVATION - AUDITORIUM WEST

SCALE: 1/8" = 1'-0"

02 | COLORED EXTERIOR ELEVATION - AUDITORIUM WEST

01 | COLORED EXTERIOR ELEVATION - AUDITORIUM SOUTH

01 | COLORED EXTERIOR ELEVATION - AUDITORIUM SOUTH

DEVELOPMENT STANDARDS NEED HIGH SCHOOL NO. 2 - TROPHY CLUB, TEXAS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY.)

(C) PURPOSE: THIS PLANNED DEVELOPMENT IS DESIGNED TO ACCOMMODATE A HIGH SCHOOL AND OTHER APPLICANT USES AS APPLICABLE WITH A HIGH SCHOOL SITE. FOR DEVELOPMENT PURPOSES, THE LAND IS ONE CONTIGUOUS TRACT. THE USE AND DEVELOPMENT OF THE TRACT SHALL BE IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02 AND 14.04 N.E. NEIGHBORHOOD SERVICE DISTRICT REGULATIONS WITH THE FOLLOWING EXCEPTS:

5. AREA BUILDING AND SITE REGULATIONS:

THE BUILDING AND SITE REGULATIONS WILL GENERALLY FOLLOW CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02 AND 14.04 N.E. NEIGHBORHOOD SERVICE DISTRICT REGULATIONS, WITH THE EXCEPTION OF THOSE ITEMS LISTED BELOW.

(A) BUILDING HEIGHT: NO BUILDING OR STRUCTURE SHALL EXCEED EIGHTY-FIVE FEET (85) OR THREE (3) STORIES IN HEIGHT.

(G) MECHANICAL & ELECTRICAL EQUIPMENT: MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING AIR CONDITIONING UNITS, SHALL BE DESIGNED AND OPERATED TO MINIMIZE noise IMPACT ON SURROUNDING PROPERTY, ALL SUCH EQUIPMENT SHALL BE SCREENED BY A SOUND BARRIER VIEW EQUIPMENT SCREENING SHALL NOT BE CONSIDERED AS A PART OF BUILDING HEIGHT.

SEC. 14.02.164 NS NEIGHBORHOOD SERVICE DISTRICT REGULATIONS

STANDARD CONDITIONS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE. THE PURPOSE OF THE NS NEIGHBORHOOD SERVICE DISTRICT IS TO PROVIDE LIMITED LOW IMPACT SERVICE TYPE FACILITIES TO RESIDENTIAL AREAS. SERVICES PERMITTED IN THIS DISTRICT DO NOT INVOLVE RETAIL ACTIVITY. THE USERS OF ALL TYPES OF DISTRIBUTION SYSTEMS SHALL HAVE AN ADVERSE EFFECT ON ADJACENT RESIDENTIAL AREAS, AND MAY BE LOCATED CLOSE TO RESIDENTIAL USES, WITH APPROPRIATE BUFFERS AND LANDSCAPING.

(B) DESIGN REQUIREMENTS. THE FOLLOWING DESIGN REQUIREMENTS SHALL APPLY TO THE NS NEIGHBORHOOD SERVICE DISTRICT:

(1) (a) NO OUTDOOR STORAGE, EXCEPT FOR REFUSE DISPOSAL, SHALL BE PERMITTED. REFUSE DISPOSAL AREAS SHALL BE LANDSCAPED AND SCREENED FROM VIEW.

(2) MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING AIR CONDITIONING, UNITS, SHALL BE DESIGNED, INSTALLED AND OPERATED TO MINIMIZE NOISE, IMPACT ON SURROUNDING PROPERTY. ALL SUCH EQUIPMENT SHALL BE SCREENED FROM VIEW.

(3) LIGHTING SHALL BE DESIGNED TO REFLECT AWAY FROM ANY ADJACENT RESIDENTIAL AREA.



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NORTHWEST INDEPENDENT SCHOOL DISTRICT
2775 BOBCAT BLVD.
Trophy Club, TX 76262

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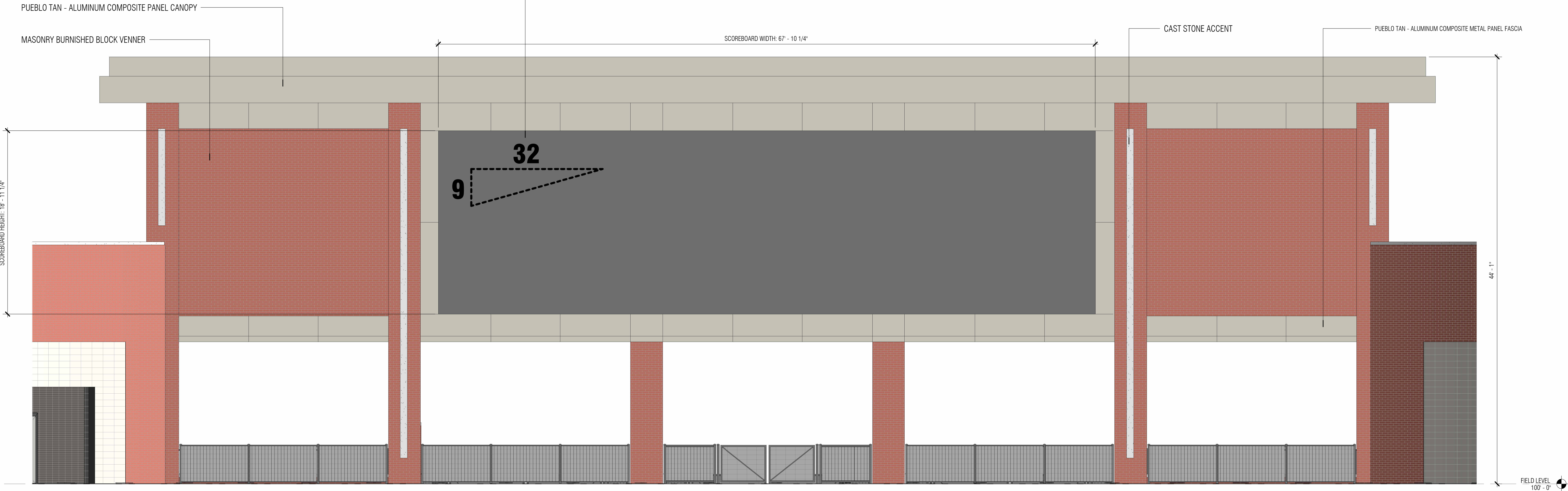
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GLENN | PARTNERS PROJECT NO. 23-006

G21 - 02
COLORED OVERALL
EXTERIOR
ELEVATIONS -
SCHOOL

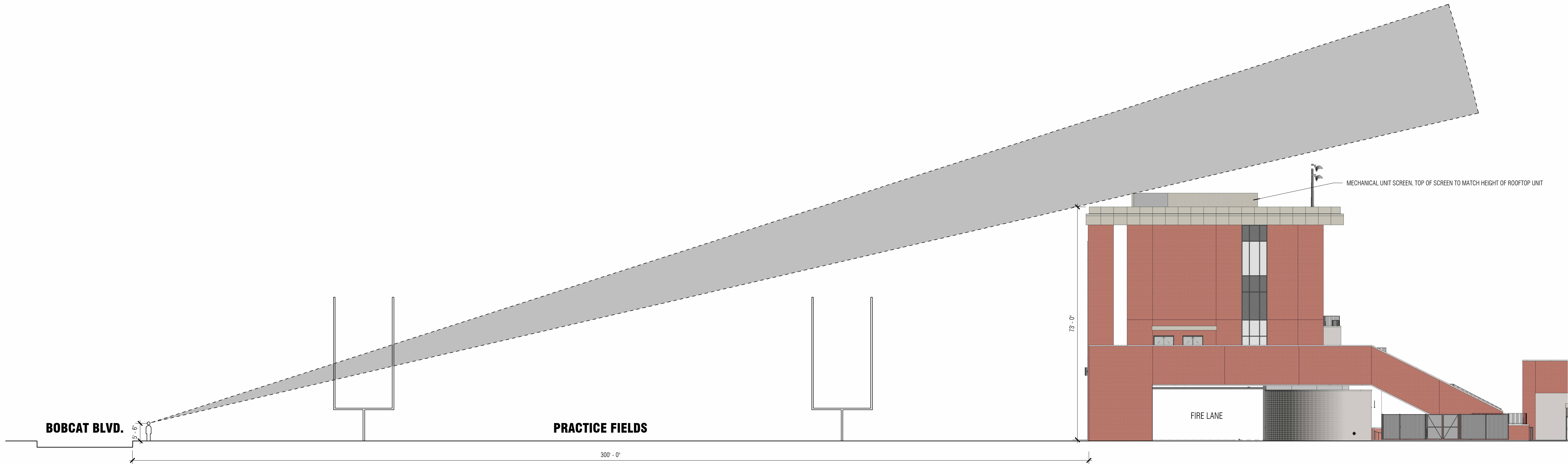
ISSUE FOR BID AND PERMIT
03.07.2025

32-9 DIGITAL SCOREBOARD
CONTRACTOR TO PROVIDE FIXED BRIGHTNESS LEVELS DURING COMMISSIONING.
DISPLAY LISTED TO HAVE A BRIGHTNESS LEVEL OF 7,500NITS AND TEST
PERFORMED AT 25%, 50%, 60%, 75%, AND 100% TO RECORD LUMEN OUTPUT



02 | COLORED ENLARGED ELEVATION- STADIUM SCOREBOARD

SCALE: 3/8\"/>



01 | COLORED ELEVATION - ROOFTOP UNITS VISIBILITY DIAGRAM

SCALE: 1/8\"/>

CITY OF TROPHY CLUB - BNHS - PD 28

DESIGN STANDARDS NSD HIGH SCHOOL NO.2 - TROPHY CLUB, TEXAS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THIS PLANNED DEVELOPMENT IS DESIGNED TO ACCOMMODATE A HIGH SCHOOL AND OTHER APPURTENANT USES AS APPLICABLE WITH A HIGH SCHOOL SITE. FOR DEVELOPMENT PURPOSES, THE LAND IS ONE CONTIGUOUS TRACT. THE USE AND DEVELOPMENT OF THE TRACT SHALL BE IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02.164 NS - NEIGHBORHOOD SERVICE DISTRICT REGULATIONS WITH THE FOLLOWING EXCEPTIONS:

5. AREA BUILDING AND SITE REGULATIONS:

THE BUILDING AND SITE REGULATIONS WILL GENERALLY FOLLOW CHAPTER 14 OF THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02.164 NS - NEIGHBORHOOD SERVICE DISTRICT REGULATIONS, WITH THE EXCEPTION OF THOSE ITEMS LISTED BELOW:

(A) BUILDING HEIGHT: NO BUILDING OR STRUCTURE SHALL EXCEED EIGHTY-FIVE FEET (85') OR THREE (3) STORES IN HEIGHT.

(G) MECHANICAL & ELECTRICAL EQUIPMENT: MECHANICAL AND ELECTRICAL EQUIPMENT, INCLUDING AIR CONDITIONING UNITS, SHALL BE DESIGNED AND OPERATED TO MINIMIZE NOISE IMPACT ON SURROUNDING PROPERTY. ALL SUCH EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. EQUIPMENT SCREENING SHALL NOT BE CONSIDERED AS A PART OF BUILDING HEIGHT.

CITY OF TROPHY CLUB - NS REGULATIONS

SEC. 14.02.164 NS NEIGHBORHOOD SERVICE DISTRICT REGULATIONS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THE PURPOSE OF THE NS NEIGHBORHOOD SERVICE DISTRICT IS TO PROVIDE LIMITED LOW IMPACT SERVICE TYPE FACILITIES TO RESIDENTIAL AREAS. SERVICES PERMITTED IN THIS DISTRICT DO NOT INVOLVE RETAIL ACTIVITY. THE USES ALLOWED IN THESE DISTRICTS SHOULD NOT HAVE AN ADVERSE EFFECT ON ADJACENT RESIDENTIAL AREAS, AND MAY BE LOCATED CLOSE TO RESIDENTIAL USES, WITH APPROPRIATE BUFFERS AND LANDSCAPING.

(K) DESIGN REQUIREMENTS: THE FOLLOWING DESIGN REQUIREMENTS SHALL APPLY IN THE NS NEIGHBORHOOD SERVICE DISTRICT:

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(3) LIGHTING SHALL BE DESIGNED TO REFLECT AWAY FROM ANY ADJACENT RESIDENTIAL AREA.



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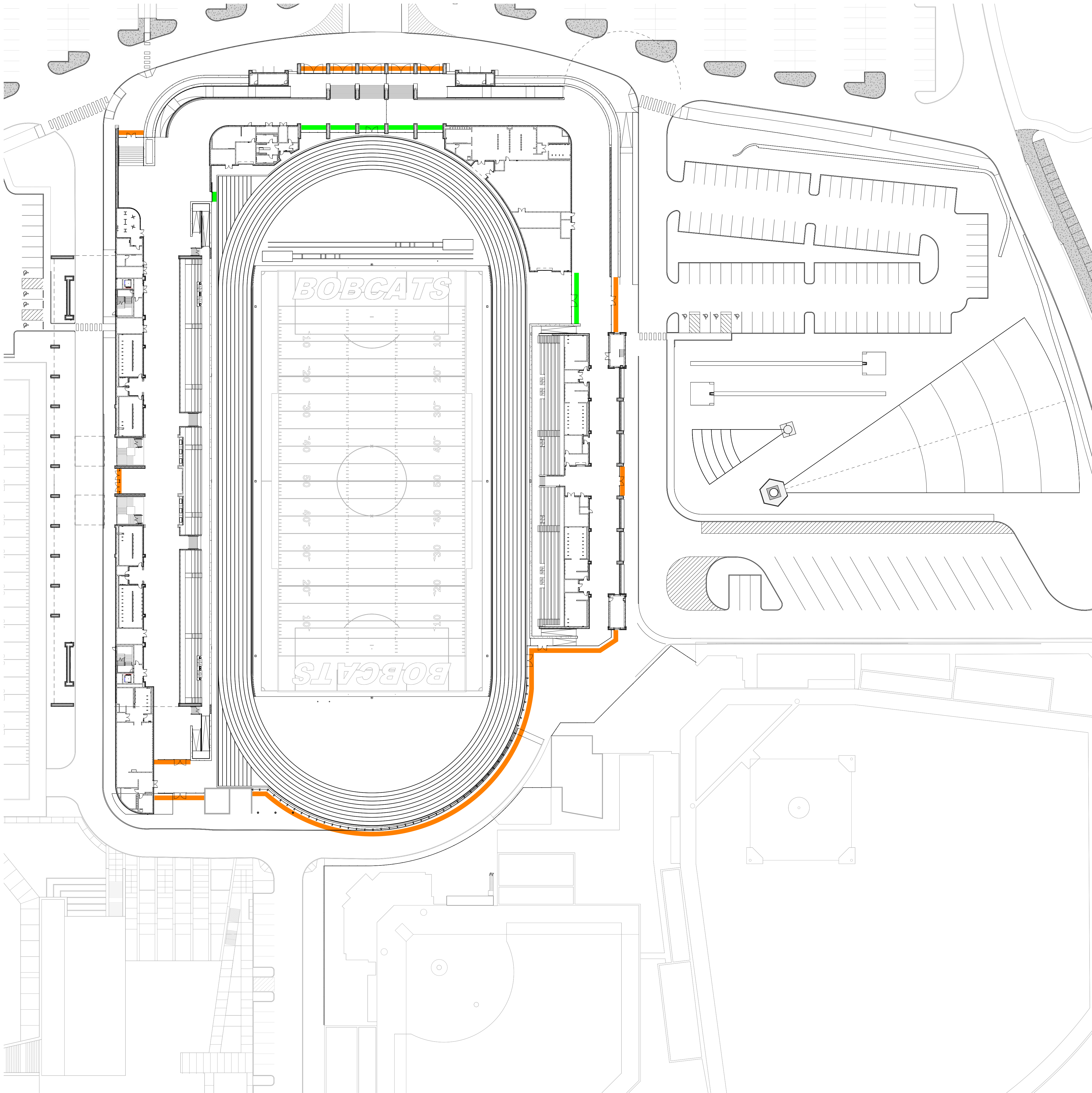
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GLENN | PARTNERS PROJECT NO. 23-006

G21-04
SITE SUBMITTAL
DETAILS -
STADIUM

ISSUE FOR BID AND PERMIT
03.07.2025



01 | SITE PLAN FENCING DIAGRAM – STADIUM

SCALE: 1" = 40'-0"



Specifications

Wire Panels: 3" x 0.5" x 10.5ga (8' ht.) / 8ga (10' ht.) anti-climb mesh

Impasse II Rails: 2"sq x 11ga

I-Beam Posts: 3" x 2.75" x 12ga / 4" x 2.75" x 12ga

Heights: 8' & 10'

IBC Compliant Configuration:

- 3 rails
- 3" min I-beam posts
- For plated posts: 8" x 8" min plates with gussets

3 Rail Welded Wire Panels

- Available 8' & 10' height

Groundable Configuration

- Available 8' & 10' height

02 | WIREWORKS ANTI-CLIMB FENCING SYSTEM

SCALE: 1/2" = 1'-0"

CITY OF TROPHY CLUB - BNHS - PD 28

DEVELOPMENT STANDARDS NSD HIGH SCHOOL NO.2 - TROPHY CLUB, TEXAS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THIS PLANNED DEVELOPMENT IS DESIGNED TO ACCOMMODATE A HIGH SCHOOL AND OTHER APPURTENANT USES AS APPLICABLE WITH A HIGH SCHOOL SITE. FOR DEVELOPMENT PURPOSES, THE LAND IS ONE CONTIGUOUS TRACT. THE USE AND DEVELOPMENT OF THE TRACT SHALL BE IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE TOWN, SECTION 14.02.164 NS - NEIGHBORHOOD SERVICE DISTRICT REGULATIONS WITH THE FOLLOWING EXCEPTIONS:

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CITY OF TROPHY CLUB - NS REGULATIONS

SEC. 14.02.164 NS NEIGHBORHOOD SERVICE DISTRICT REGULATIONS

DESIGN STANDARDS (APPLICABLE TO THIS PROJECT ONLY)

(A) PURPOSE: THE PURPOSE OF THE NS NEIGHBORHOOD SERVICE DISTRICT IS TO PROVIDE LIMITED LOW IMPACT SERVICE TYPE FACILITIES TO RESIDENTIAL AREAS. SERVICES PERMITTED IN THIS DISTRICT DO NOT INVOLVE RETAIL ACTIVITY. THE USES ALLOWED IN THESE DISTRICTS SHOULD NOT HAVE AN ADVERSE EFFECT ON ADJACENT RESIDENTIAL AREAS, AND MAY BE LOCATED CLOSE TO RESIDENTIAL USES, WITH APPROPRIATE BUFFERS AND LANDSCAPING.

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(3) LIGHTING SHALL BE DESIGNED TO REFLECT AWAY FROM ANY ADJACENT RESIDENTIAL AREA.

SITE PLAN FENCING DIAGRAM LEGEND

- 8' SECURITY FENCE (WIREWORKS ANTI-CLIMB FENCING SYSTEM)
- 4' BLACK VINYL-COATED CHAINLINK FENCE

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NORTHWEST INDEPENDENT SCHOOL DISTRICT
2775 BOBCAT BLVD.
TROPHY CLUB, TX 76262

NO REVISION DATE

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GLENN | PARTNERS PROJECT NO. 23-006

G21-05
SITEPLAN
SECURITY
FENCING DIAGRAM
- STADIUM

ISSUE FOR BID AND PERMIT
03.07.2025



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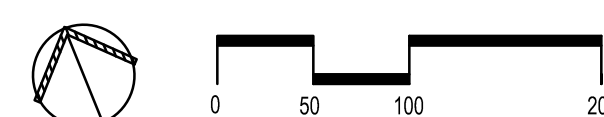
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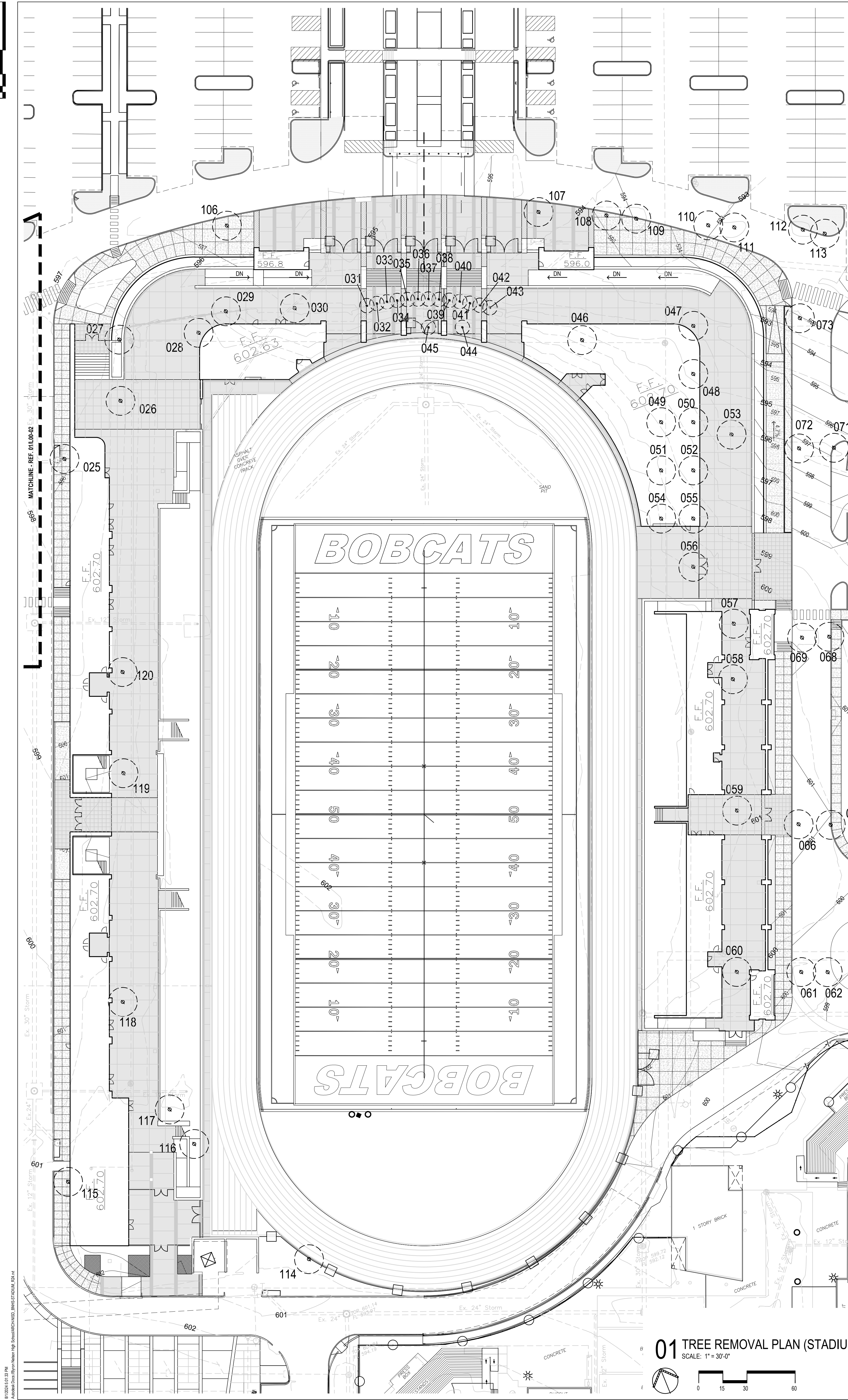
Site Plan Application
2.13.2025

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com



01 OVERALL SITE LAYOUT





01 TREE REMOVAL PLAN (STADIUM)
SCALE: 1" = 30'-0"

EXISTING TREE NOTES

- Existing trees to remain shall be protected during construction from tree structure damage and compaction of soil under and around drip line (canopy) of tree.
- If any root structure is damaged during adjacent excavation/construction, notify the Architect immediately. It is recommended that a licensed Arborist be secured for the treatment of any possible tree wounds.
- No disturbance of the soil greater than 4" shall be located closer to the tree trunk than 1/2 the distance of the drip line to the tree trunk. A minimum of 75% of the drip line and root zone shall be preserved at natural grade.
- Any fine grading done within the critical root zones of the protected trees must be done with light machinery such as a bobcat or light tractor. No earth moving equipment with tracks is allowed within the critical root zone of the trees.
- Material Storage: No materials intended for use in construction or waste materials accumulated due to excavation or demolition shall be placed within the limits of the drip line of any tree.
- Equipment Cleaning/Liquid Disposal: No equipment may be cleaned, toxic solutions, or other liquid chemicals shall be disposed within the limits of the drip line of a tree. This would include but not be limited to paint, oil, solvents, asphalt, concrete, mortar, primers, etc.
- Tree Attachments: No signs, wires or other attachments, other than those of a protective nature shall be attached to any tree.
- Vehicular Traffic: No vehicular and construction equipment traffic or parking is allowed within the limits of the drip line of trees.
- Boring of Utilities: May be permitted under protected trees in certain circumstances. The minimum length of the bore shall be the width of the tree's canopy and shall be a minimum depth of forty-eight (48) inches.
- Trenching: Any irrigation trenching which must be done within the critical root zone of a tree shall be dug by hand and enter the area in a radial manner.
- Tree Flagging: All trees to be removed from the site shall be flagged by the Contractor with bright red vinyl tape (3" width) wrapped around the main trunk at a height of four (4) feet above grade. Flagging shall be approved by Landscape Architect prior to any tree removal. Contractor shall contact Landscape Architect with 72 hour notice to schedule on-site meeting.
- Protective Fencing: All trees to remain, as noted on drawings, shall have protective fencing located at the tree's drip line. The protective fencing may be comprised of snow fencing, orange vinyl construction fencing, chain link fence or other similar fencing with a four (4) foot approximate height. The protective fencing will be located as indicated on the Tree Protection Detail(s).
- Bark Protection: In situations where a tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree's trunk with lumber encircled with wire or other means that does not damage the tree. Refer to Tree Protection Detail(s).
- Construction Pruning: In a case where a low hanging limb is broken during the course of construction, the Contractor shall notify the Landscape Architect immediately. In no instance shall the Contractor prune any portion of the damaged tree without the prior approval by the Landscape Architect.

DEMOLITION NOTES

- Provide demolition, salvage and protection of existing structures, surfaces and trees as shown on the drawings.
- Before submitting proposal, visit and examine site to determine actual nature and scope of demolition and salvage work. Claims for extra compensation on account of additional labor materials or equipment required for difficulties encountered in demolition and salvage will not be recognized.
- Prior to demo, disconnect and cap off utilities and service lines not required for new construction in accordance with requirements of governing authorities ordinances and regulations.
- Erect necessary barricades, storing and protective measures as required.
- Materials and debris resulting from demolition operations become the property of the Contractor. Please remove from site.
- Remove pavements, and structures to the depths of their sub-structure.
- Leave construction area clean and ready to use by other trades.
- Remove pavement sub-base to the depth of the base materials.
- Do not remove or damage trees unless noted to be removed. All tree protection devices shall be in place prior to demolition activities. Any demolition activities required within the drip line of trees to be saved shall be carefully removed by hand labor. Report any tree damage to the Landscape Architect.
- Prior to beginning demolition, Contractor shall provide coverings for existing site elements remaining to prevent damage. Any site elements scheduled to remain which are damaged by the Contractor's activities shall be required at the Contractor's expense.
- Provide demolition of existing site items as shown on the drawings. Completely remove items to 8" below grade and haul away all refuse.

EXISTING TREE LEGEND

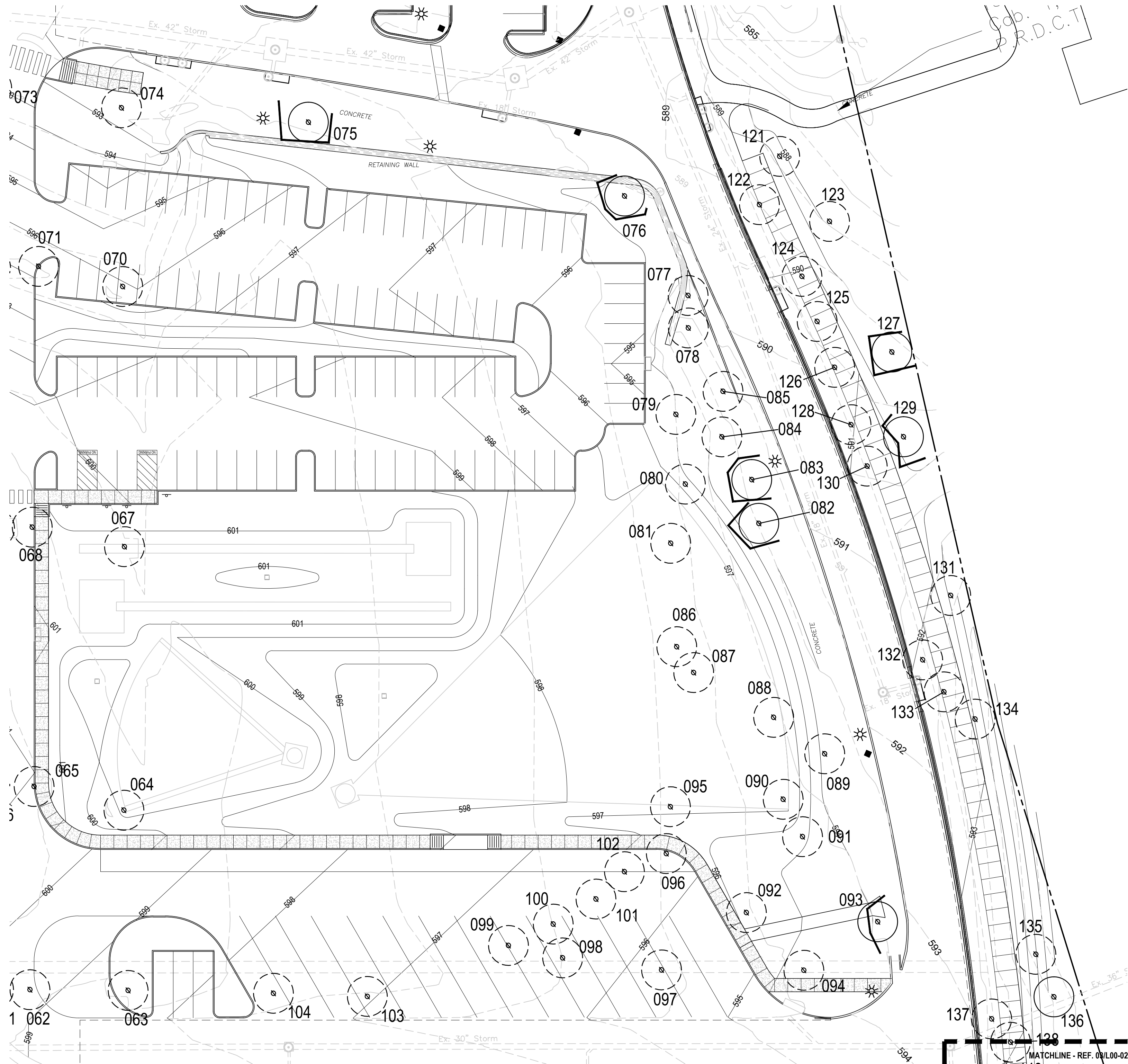
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCING TO REMAIN DURING CONSTRUCTION REFER TO 04/L00-02

Town of Trophy Club Tree Notes

- Each tree shall be identified by numerical reference on the tree survey.
- Each tree shall be affixed with a permanent tag bearing the corresponding number as depicted on the tree survey. The tag shall be permanently attached at a height not less than five feet (5') nor more than six feet (6') above existing grade on the south face of the tree.
- The survey shall bear the stamp or seal of a registered surveyor relative to the location of any trees and shall bear the stamp or seal of a registered landscape architect, or registered arborist relative to the species of any trees.
- A sign shall be placed on each separate lot or tract for which a tree removal permit is requested to inform the general public that an application for a tree removal permit(s) has been filed relative to a protected, specimen, majestic, or historic tree. The sign must meet the following criteria:
 - The sign(s) shall be mounted on stakes/poles.
 - The sign(s) shall be visible from the street.
 - There shall be one (1) sign for each street frontage; and
 - The sign(s) shall have a white background, with letters and borders being green in color. The sign(s) shall state the following:

TOWN OF TROPHY CLUB, TX
A TREE REMOVAL PERMIT HAS BEEN
REQUESTED FOR THIS SITE
FOR INFORMATION, CALL 682.831.4680

Note:
Per Section 10.02.243 of the Town of Trophy Club Development Ordinance
Tree preservation
(4) Exemptions.
(B) Local authorities, consisting or improving public grounds and/or buildings, shall be exempt from the requirements set forth in this division.



02 TREE REMOVAL PLAN (PARKING LOT/ATHLETIC FIELDS)
SCALE: 1" = 30'-0"



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2775 BOBCAT BLVD.
TROPHY CLUB, TX 76262

NO REVISION DATE

DOCUMENTS ARE INCOMPLETE
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GLENN | PARTNERS PROJECT NO. 23-006

L00-01
Tree Removal
Plan

Site Plan Application
2.13.2025

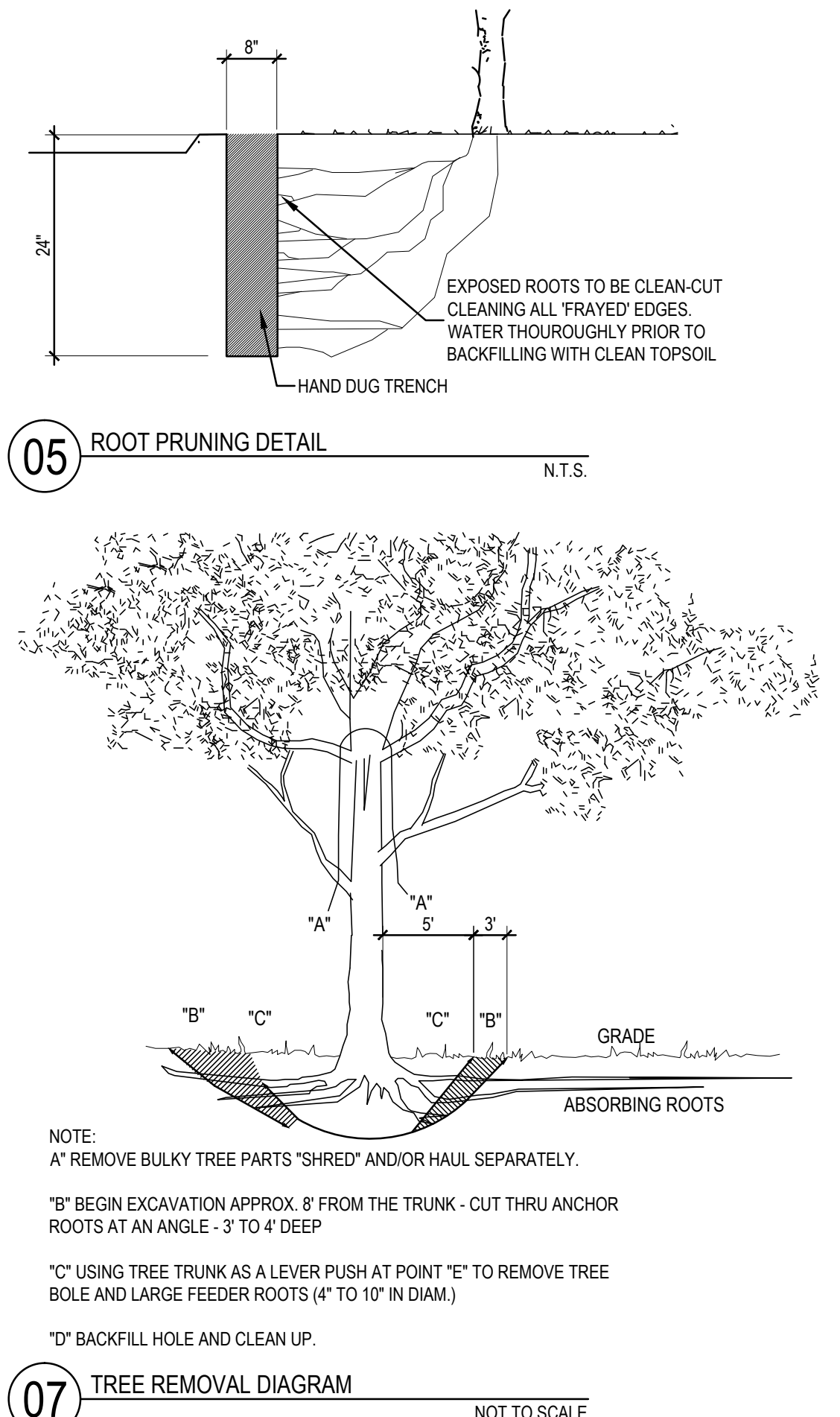
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Tel: 214.871.0003
Fax: 214.871.0545
Email: smr@smrva.com



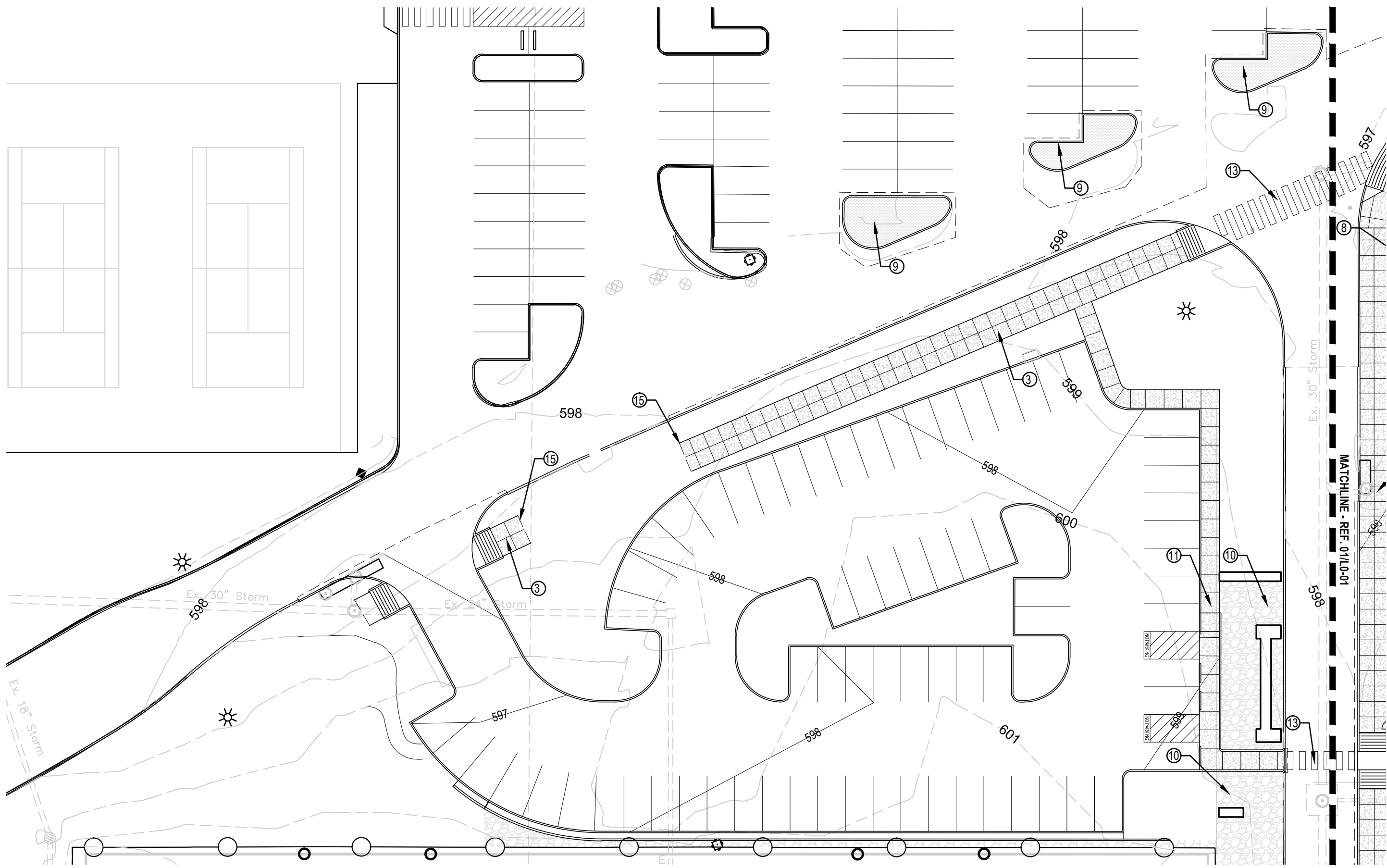
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landscape architects, inc.

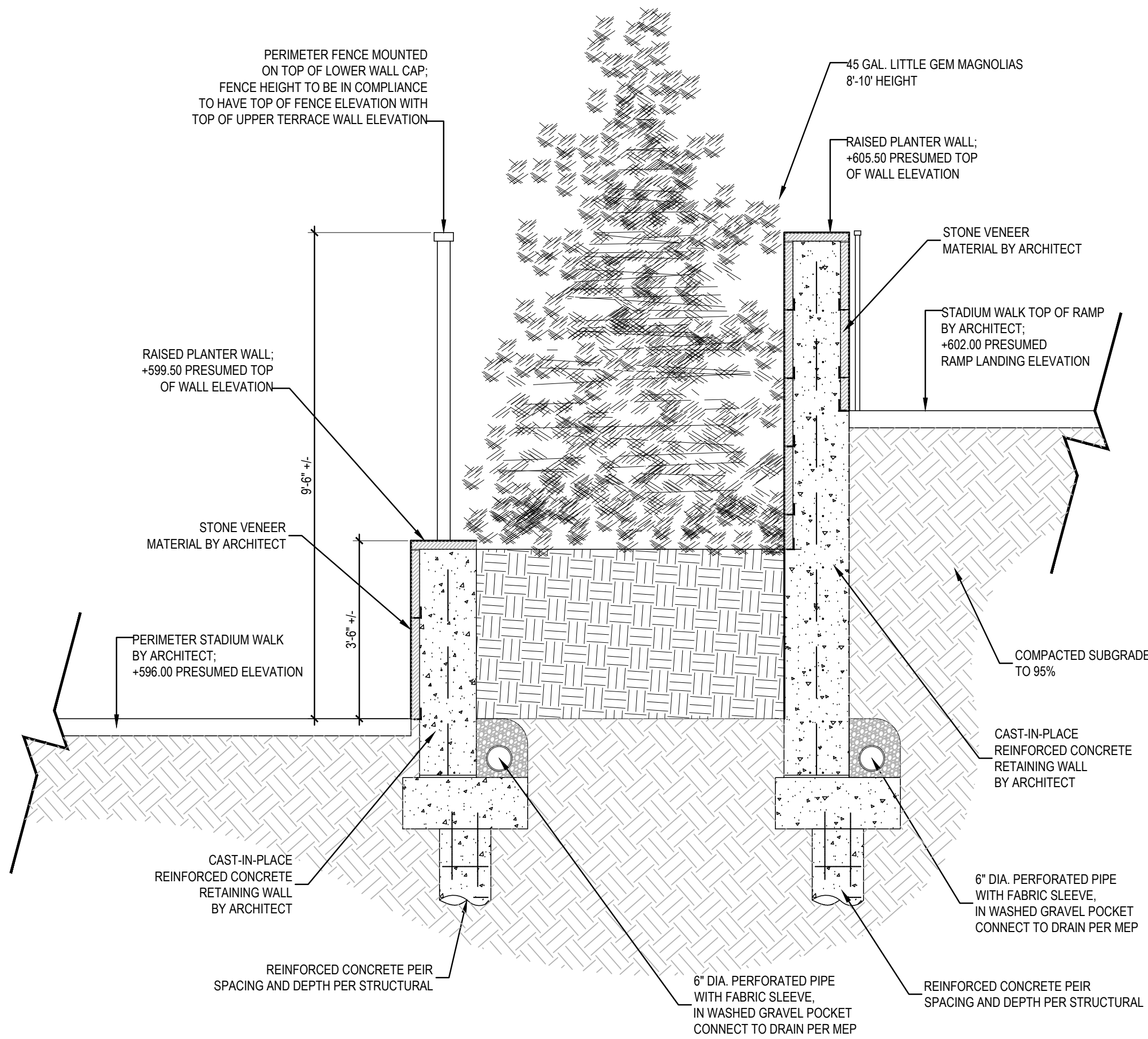
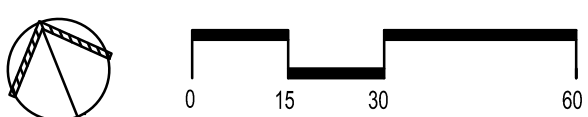
1708 N. Griffin Street
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Fax 214.871.0545
Email smr@smr-la.com



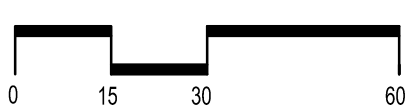
Page 140 of 166



01 HARDSCAPE PLAN (WEST PARKING LOT)
SCALE: 1" = 30'-0"



02 PLANTER WALL DETAIL
SCALE: 1/2" = 1'-0"

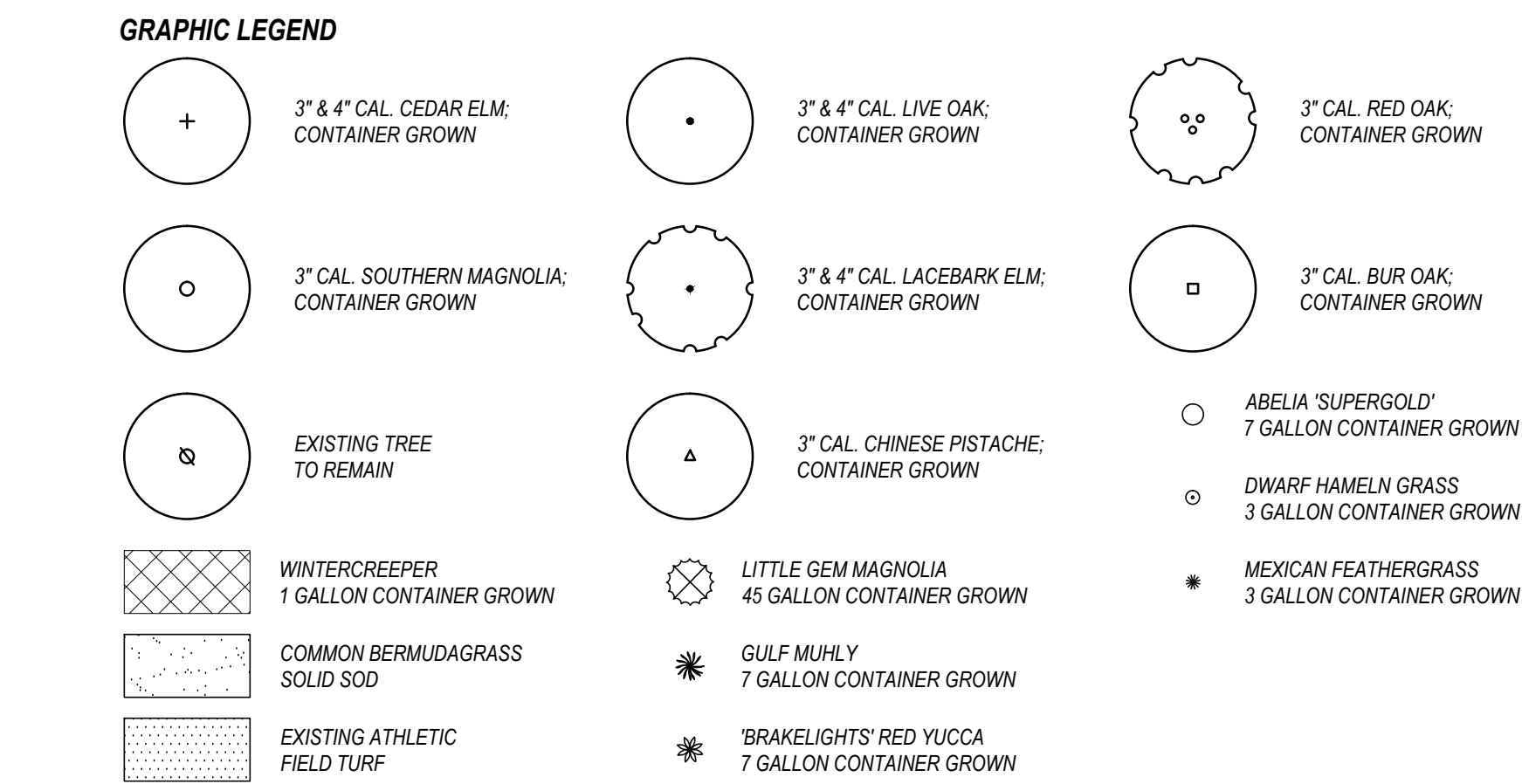
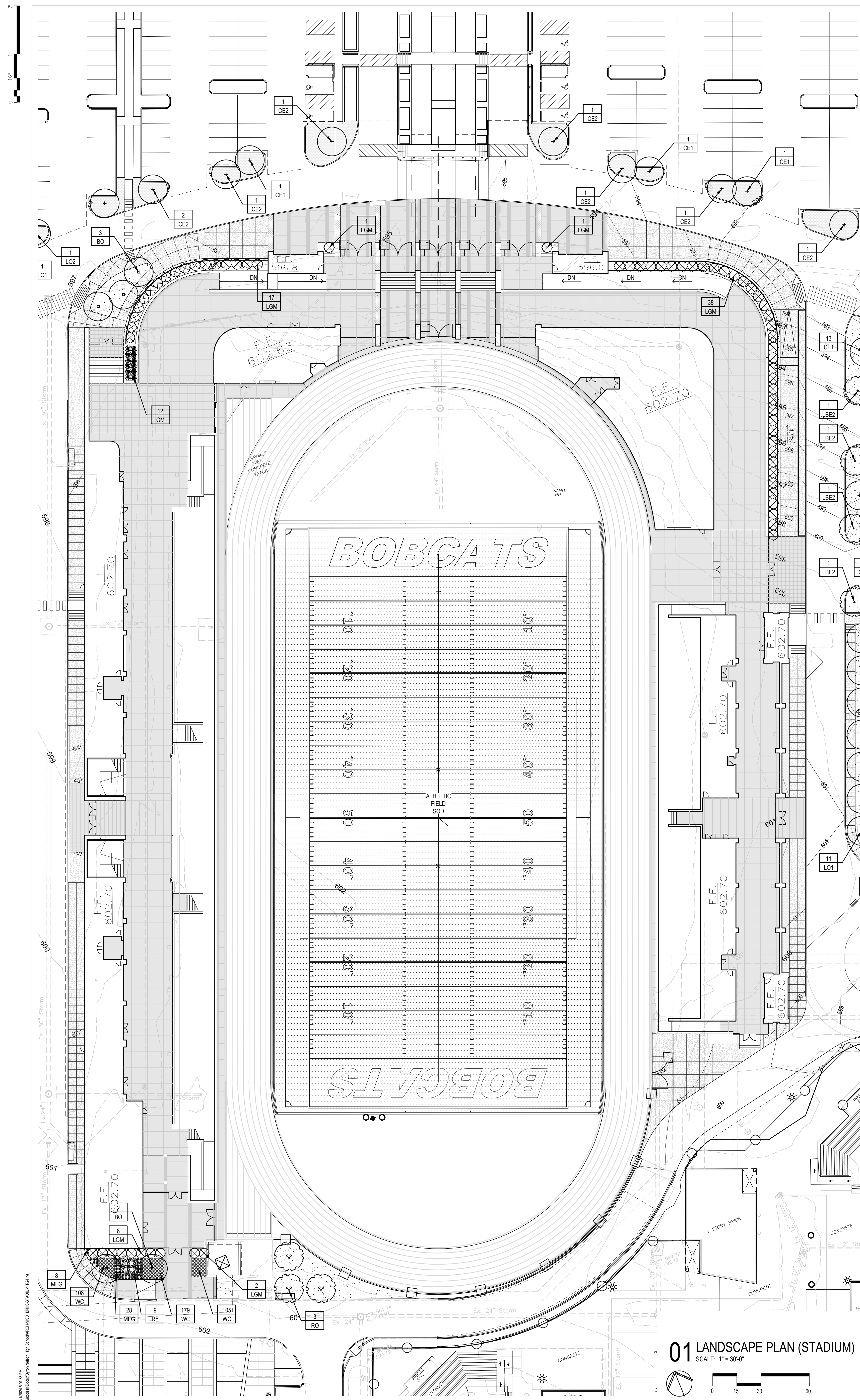


NO	REVISION	DATE

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CONSTRUCTION PURPOSES.

GLENN | PARTNERS PROJECT NO. 23-006

L01-02
Hardscape
Plan



BYRON NELSON HIGH SCHOOL
NORTHWEST INDEPENDENT SCHOOL DISTRICT
2775 BOBCAT BLVD.
TROPHY CLUB, TX 76262

[illegible]

DOCUMENTS ARE INCOMPLETE
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CONSTRUCTION PURPOSES.

GLENN | PARTNERS PROJECT NO. 23-0

L02-01

Landscape Plan

Site Plan Application
2.13.2025

BY/2024.10.10.13 PM
Autodesk AutoCAD 2024
K:\Projects\2024\10\13 PM\2024.10.10.13 PM\2024.10.10.13 PM.dwg
2024.10.10.13 PM

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

LAWN REPAIR NOTES

- All lawn areas damaged during construction to be repaired with solid sod and raked free of debris.
- Adjust damaged areas to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All areas to be repaired must be planted by hand to cover area completely. Insure edges of sod are touching. Top dress joints by hand with compost to fill voids.
- Roll repaired areas to achieve a smooth, even surface, free from unnatural undulations.

SOLID SOD NOTES

- Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation.
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

DEMOLITION NOTES

- Provide demolition, salvage and protection of existing structures, surfaces and trees as shown on the drawings.
- Before submitting proposal, visit and examine site to determine actual nature and scope of demolition and salvage work. Claims for extra compensation on account of additional labor materials or equipment required for difficulties encountered in demolition and salvage will not be recognized.
- Prior to demo, disconnect and cap off utilities and service lines not required for new construction in accordance with requirements of governing authorities ordinances and regulations.
- Erect necessary barricades, storing and protective measures as required.
- Materials and debris resulting from demolition operations become the property of the Contractor. Please remove from site.
- Remove pavements, and structures to the depths of their sub-structure.
- Leave construction area clean and ready to use by other trades.
- Remove pavement sub-base to the depth of the base materials.
- Do not remove or damage trees unless noted to be removed. All tree protection devices shall be in place prior to demolition activities. Any demolition activities required within the dripline of trees to be saved shall be carefully removed by hand labor. Report any tree damage to the Landscape Architect.
- Prior to beginning demolition, Contractor shall provide coverings for existing site elements remaining to prevent damage. Any site elements scheduled to remain which are damaged by the Contractor's activities shall be required at the Contractor's expense.
- Provide demolition of existing site items as shown on the drawings. Completely remove items to 5' below grade and haul away all refuse.

IRRIGATION REPAIR SPECIFICATIONS

- Contractor shall perform site visit prior to bidding and construction, to review extent of existing irrigation system.
- Contractor shall be responsible for verifying conditions of existing irrigation system. Contractor shall be responsible for maintaining the integrity of existing irrigation where possible, and if not, repair as needed, including but not limited to irrigation controller, meter, sleeving, etc.

LANDSCAPE TABULATIONS

CITY OF TROPHY CLUB			
INTERIOR LANDSCAPING SCOPE OF WORK (286 SPACES) / 91,866.18 s.f.			
Requirements: - 10% Minimum of Gross Parking to be Landscape - (1) Tree per every 400 SF of required interior LS area - Planter islands no further than 12 spaces - (1) Tree Per Planter Island, 4" Cal. Min.			
Required 5,186.5 SF (10%) (23) Trees (25) Planter Islands (25) Trees in Islands	Provided 11,286.1 SF (12%) (40) Trees (30) Planter Islands (30) Trees in Islands		
PERIMETER LANDSCAPING			
Requirements: - All Vehicular use areas to be screened from abutting properties and R.O.W.s w/ fence, hedge, berm, or other durable Landscape Buffer (0 FT. Ht. for Shrubs) - Minimum 15' Landscape Buffer between vehicular use areas and adjacent Right-of-Ways - Vehicular areas adjacent to property lines must have 10' wide landscape areas - (1) tree per 30 Linear Feet of Perimeter Area			
Required Vehicular Screening R.O.W. Buffer 10' Landscape Buffer (1) Tree per 30 LF of Perimeter Area	Provided NOT IN SCOPE OF WORK		
NON-VEHICULAR OPEN SPACE SCOPE OF WORK (71,515 SF of N.V.O.S.)			
Requirements: - Landscape material to cover any open ground within 20 Feet of any Building - Non-residential zoning 15% of total site area is to be devoted to feature landscape with not less than 50% of the landscape to within the front yard. - Tree per Non-Vehicular Open Space - Less Than 30% (6) Trees per 2500 SF - 30% - 49% (7) Trees per 3000 SF - Over 50% (8) Trees per 4000 SF			
Required Landscape Material within 20' of Buildings 15% of Devoted Site Landscape Trees Per Non Vehicular Open Space	Provided As Required Provided as Required Existing Site Features as Required		

GRAPHIC LEGEND

- 3" & 4" CAL CEDAR ELM,
CONTAINER GROWN
- 3" CAL BUR OAK,
CONTAINER GROWN
- EXISTING TREE
TO REMAIN
- 3" & 4" CAL LIVE OAK,
CONTAINER GROWN
- 3" & 4" CAL LACEBARK ELM,
CONTAINER GROWN
- 3" CAL RED OAK,
CONTAINER GROWN
- 3" CAL CHINESE PISTACHE,
CONTAINER GROWN

- WINTERCREEPER
1 GALLON CONTAINER GROWN
- COMMON BERMUDAGRASS
SOLID SOD
- EXISTING ATHLETIC
FIELD TURF
- ABELIA 'SUPERGOLD'
7 GALLON CONTAINER GROWN
- DWARF HAMELI GRASS
3 GALLON CONTAINER GROWN
- MEXICAN FEATHERGRASS
3 GALLON CONTAINER GROWN
- LITTLE GEM MAGNOLIA
45 GALLON CONTAINER GROWN
- GULF MUHLY
7 GALLON CONTAINER GROWN
- BRAKELIGHTS' RED YUCCA
7 GALLON CONTAINER GROWN

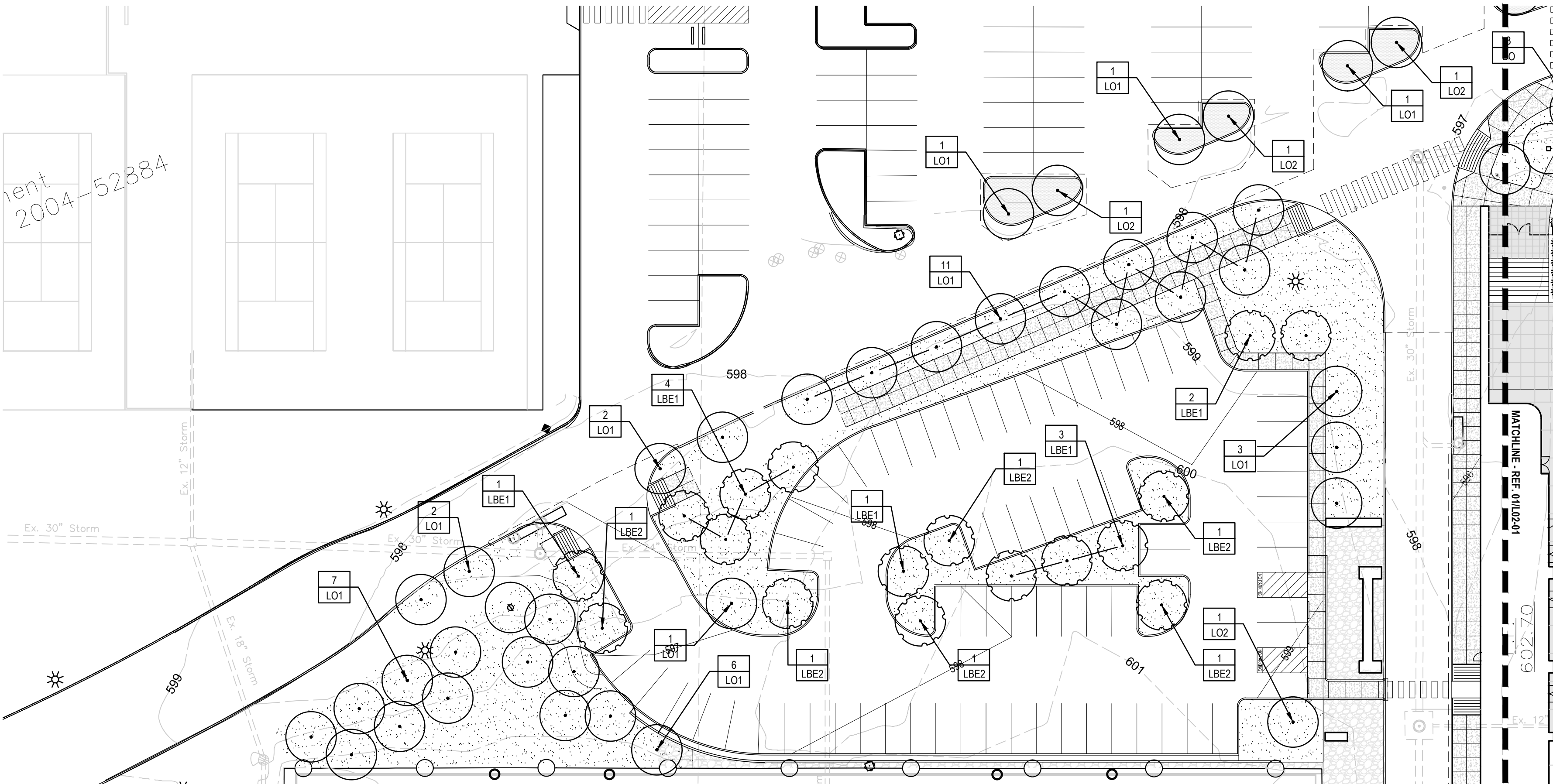
PLANT LIST

TREES	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
15	BO	Bur Oak	Quercus macrocarpa	Quercus macrocarpa	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
87	CE1	Cedar Elm	Ulmus crassifolia	Ulmus crassifolia	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
8	CE2	Cedar Elm	Ulmus crassifolia	Ulmus crassifolia	4" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
21	CP	Chinese Pistache	Pistacia chinensis	Pistacia chinensis	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
13	LBE1	Lacebark Elm	Ulmus parviflora	Ulmus parviflora	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
18	LBE2	Lacebark Elm	Ulmus parviflora	Ulmus parviflora	4" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
67	LGM	Little Gem Magnolia	Magnolia spec. 'Little Gem'	Magnolia spec. 'Little Gem'	45 gal	container grown, 6' - 10' ht., full plant specimen
97	LO1	Live Oak	Quercus virginiana	Quercus virginiana	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
4	LO2	Live Oak	Quercus virginiana	Quercus virginiana	4" cal	container grown, 15" ht., 5' spread min., 5' clear trunk
32	RO	Red Oak	Quercus shumardii	Quercus shumardii	3" cal	container grown, 15" ht., 5' spread min., 5' clear trunk

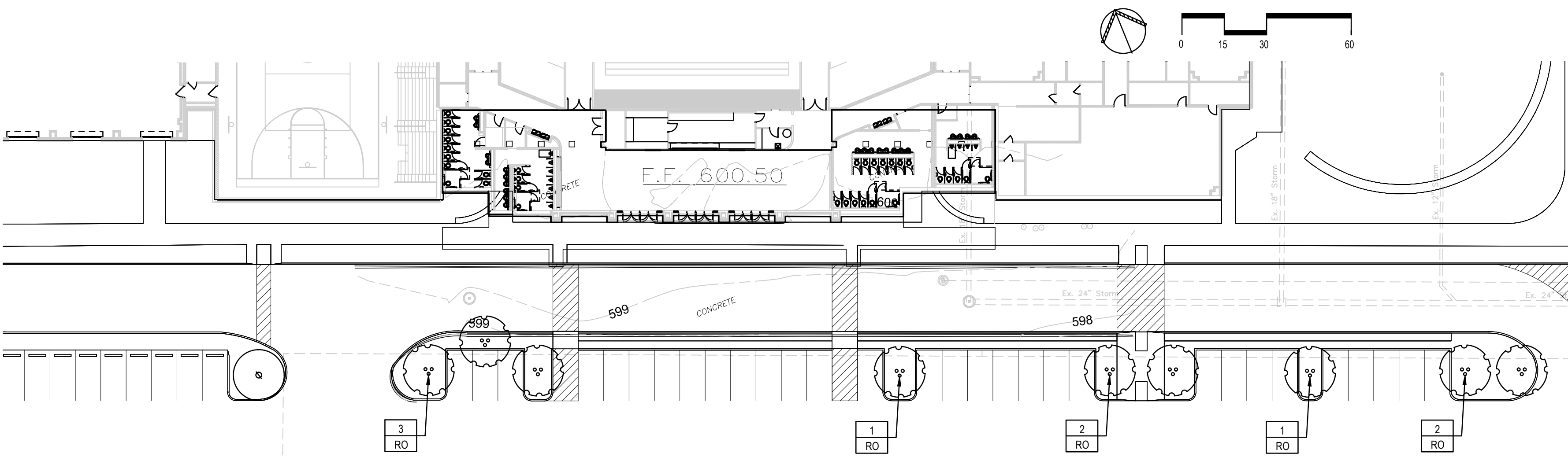
SHRUBS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
12	GM	Gulf Muhly	Muhlenbergia capillaris	Muhlenbergia capillaris	7 gal	container grown, full plant specimen
36	MFG	Mexican Feathergrass	Nassella tenuissima	Nassella tenuissima	5 gal	container grown, full plant specimen
9	RY	Red Yucca	Hesperaloe parviflora	Hesperaloe parviflora	7 gal	container grown, full plant specimen

GROUNDCOVERS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
392	WC	Wintercreeper	Euonymus fortunei	Euonymus fortunei	1 gal.	container grown, full plant specimen, 12" o.c.
		Common Bermudagrass	Cynodon dactylon	Cynodon dactylon	roll sod	solid sod, refer to notes

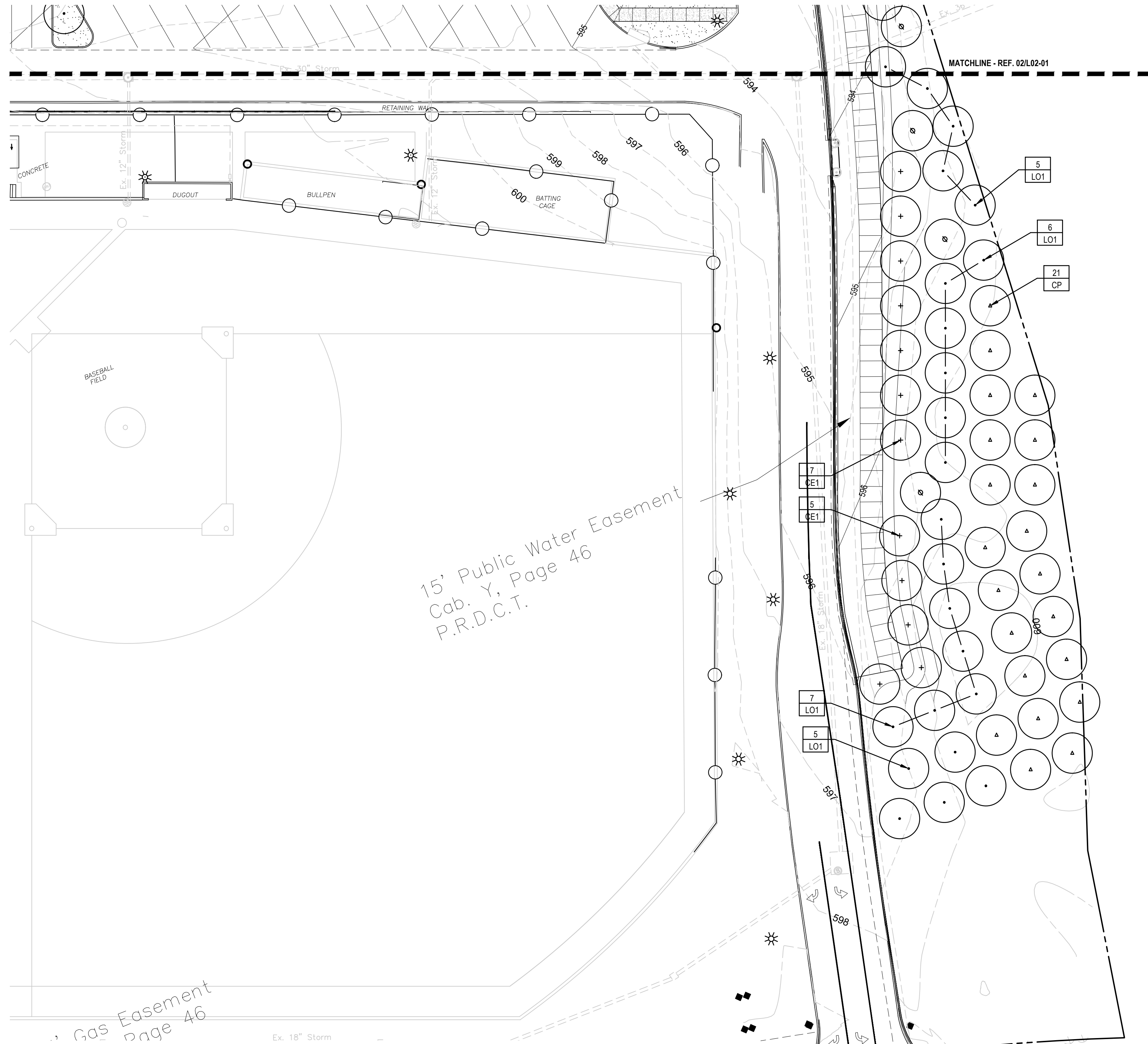
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



01 LANDSCAPE PLAN (WEST PARKING LOT)
SCALE: 1" = 30'-0"



02 LANDSCAPE PLAN (AUDITORIUM ENTRY)
SCALE: 1" = 30'-0"



03 LANDSCAPE PLAN (GOLF CART PARKING)
SCALE: 1" = 30'-0"

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GLENN | PARTNERS PROJECT NO. 23-006

L02-02
Landscape
Plan

Site Plan Application
2.13.2025

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

1. Planting (trees, shrubs, and grass)
2. Bed preparation and fertilization
3. Notification of sources
4. Water and Maintenance until final acceptance
5. Guarantee

1.3 REFERENCE STANDARDS

- A. American Standard for Nursery Stock published by American Association of Nurserymen 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) – plant material.
- B. American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names.
- C. Texas Association of Nurserymen, Grades and Standards.
- D. Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- | | |
|----|---|
| A. | The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project. |
| B. | Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project. |
| C. | Product Data: Submit complete product data and specifications on all other specified materials. |
| D. | Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain representative samples for final installed plant materials. |
| E. | File Certificates of inspection of plant material by state, county, and federal authorities with Architect, if provided. |
| F. | Soil Analysis: Provide sandy loam soil analysis if requested by the Architect. |

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- A.** Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- B.** All planting areas shall be conditioned as follows:
1. Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into the top of said six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 2. All planting areas shall receive a two (2") inch layer of specified mulch.
 3. Backfill for tree pits shall be as follows: Use existing top soil on site (use imported soil as needed) from large landscape, rocks, gravel, caliche, subsoils, etc., placed in nine (9") inch layers and watered, in order.
- C. Grass Areas:**
1. Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then, watered thoroughly.
 2. Areas to be Hydromorh Common Bermudagrass: Hydromorh with bermudagrass sods of size of two (2") inches thick and one thousand (1,000) square feet. Use a 4 x 8 footer board against the bed areas.

3.2 INSTALLATION

- A. Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- B. Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transport. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of soil for #1 & #2 plants shall be kept covered with soil or other acceptable material. Contractor must maintain the property of the Contractor until final acceptance.
- C. Position the trees and shrubs in their intended location as per plan.
- D. Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- E. Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be such that the soil can be planted in without further amendment. The Contractor shall maintain the relationship to the finish grade as it did to soil surface in original place of growth.

JOB CONDITIONS

- A. General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3) inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- B. General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- A. Maintenance:**
1. The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or plants will be accepted unless they show a healthy growth and satisfactory foliage condition.
 2. Maintenance shall include watering of trees and plants, cultivation, weeding spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 3. A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be scheduled prior to written acceptance.
 4. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- B. Guarantee:**
- a. 1. Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which are partially dead so that shape, size, or symmetry has been damaged, damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 2. Plants used for replacement shall be of the same size and kind as the originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including roots in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - b. At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - c. When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and respected for full compliance with Contract requirements. All replacements are to be included under "Work of the Section"

2. The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
 3. The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
 4. Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass on all lawn areas. At this time, the Owner will assume maintenance on the accepted work.
- Repairs. Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- | | |
|----|--|
| A. | General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work. |
| B. | Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect. |
| C. | Selection of Plant Material: <ul style="list-style-type: none"> 1. Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications. 2. Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedule to site. 3. Owner and/or Architect shall inspect all plants/materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/uniqueness, size and quantity. 4. Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects. 5. Owner and/or Architect shall reject unsatisfactory or defective material at any time during the process of work. 6. Material not accepted for use shall be removed from the site immediately. Material damaged in transit or at job site shall be rejected. |

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

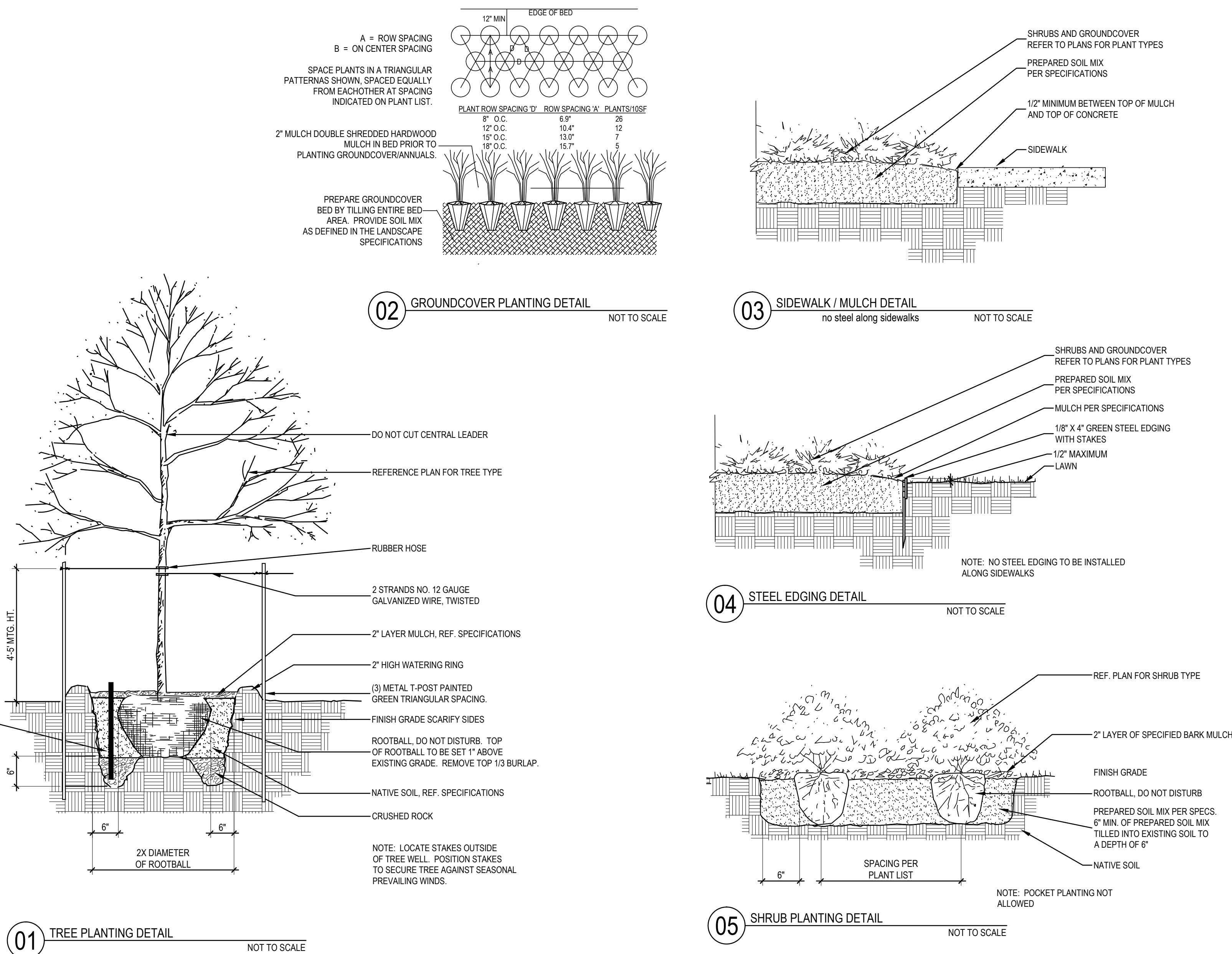
- A. Preparation:
1. Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 2. Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

2.2 SOIL PREPARATION MATERIALS

- Sandy Loam:**
- A. 1. Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallesgrass or Nutgrass shall be rejected.
 - 2. Physical properties as follows:
 - a. Clay – between 7-27 percent
 - b. Silt – between 15-25 percent
 - c. Sand – less than 52 percent
 - 3. Organic matter shall be 3%-10% of total dry weight.
 - 4. If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- B. Organic Material:** Compost with a minimum of 90% vegetative matter and 20% animal waste. Ingredients should be a mix of coarse and fine textured material.
- C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas:**
Professional Bedding Soil as supplied by Living Systems, Dallas, Texas or Acid Gyr Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.
- D. Sharp Sand:** Sharp sand must be free of seeds, soil particles and weeds.
- E. Mulch:** Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- F. Organic Fertilizer:** Fertilife, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- A. Commercial Fertilizer:** 10-20-10 (N-S-P) analysis. Nitrogen source to be a minimum 50% slow release organic nitrogen (SC or UF) with a minimum 8% sulphur and 4% iron plus micronutrients.
- B. Peat:** Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- A. Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4' on center.
- B. Staking Material for Shade Trees:
1. Post: Studied T-Post, #1 Airmooc with anchor plate, 6'-0" length, paint green.
 2. Wire: 12 gauge, single strand, galvanized wire.
 3. Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.
- C. Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- D. Filter Fabric: Mirafi 140N by Celanese Fibers Marketing Company, available at Lottford Co., (214) 631-5250 or approved equal.



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GLENN | PARTNERS PROJECT NO. 23-006

L02-03 Landscape Specifications

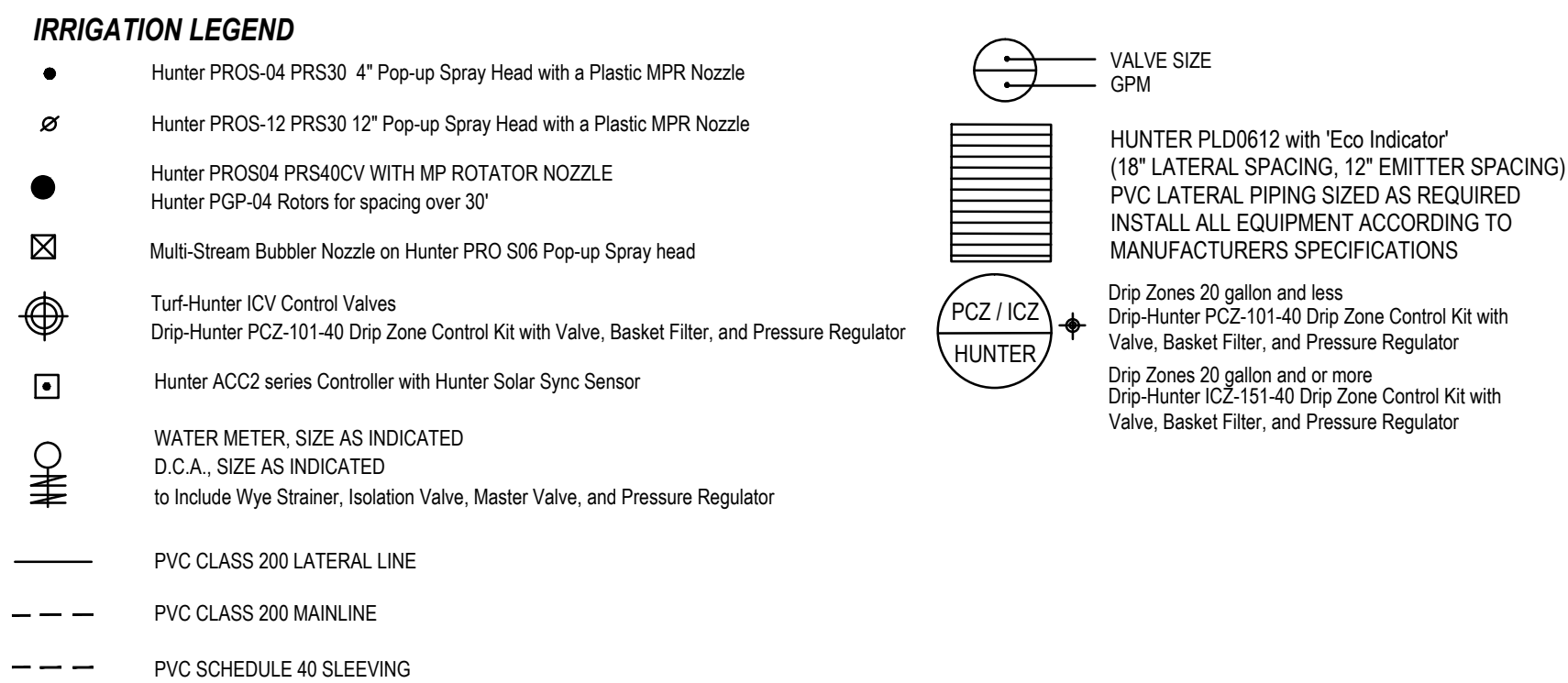
Site Plan Application
2.13.2025



REVISION	DATE
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UN | PARTNERS PROJECT NO. 23-006

Plan Application
3.2025

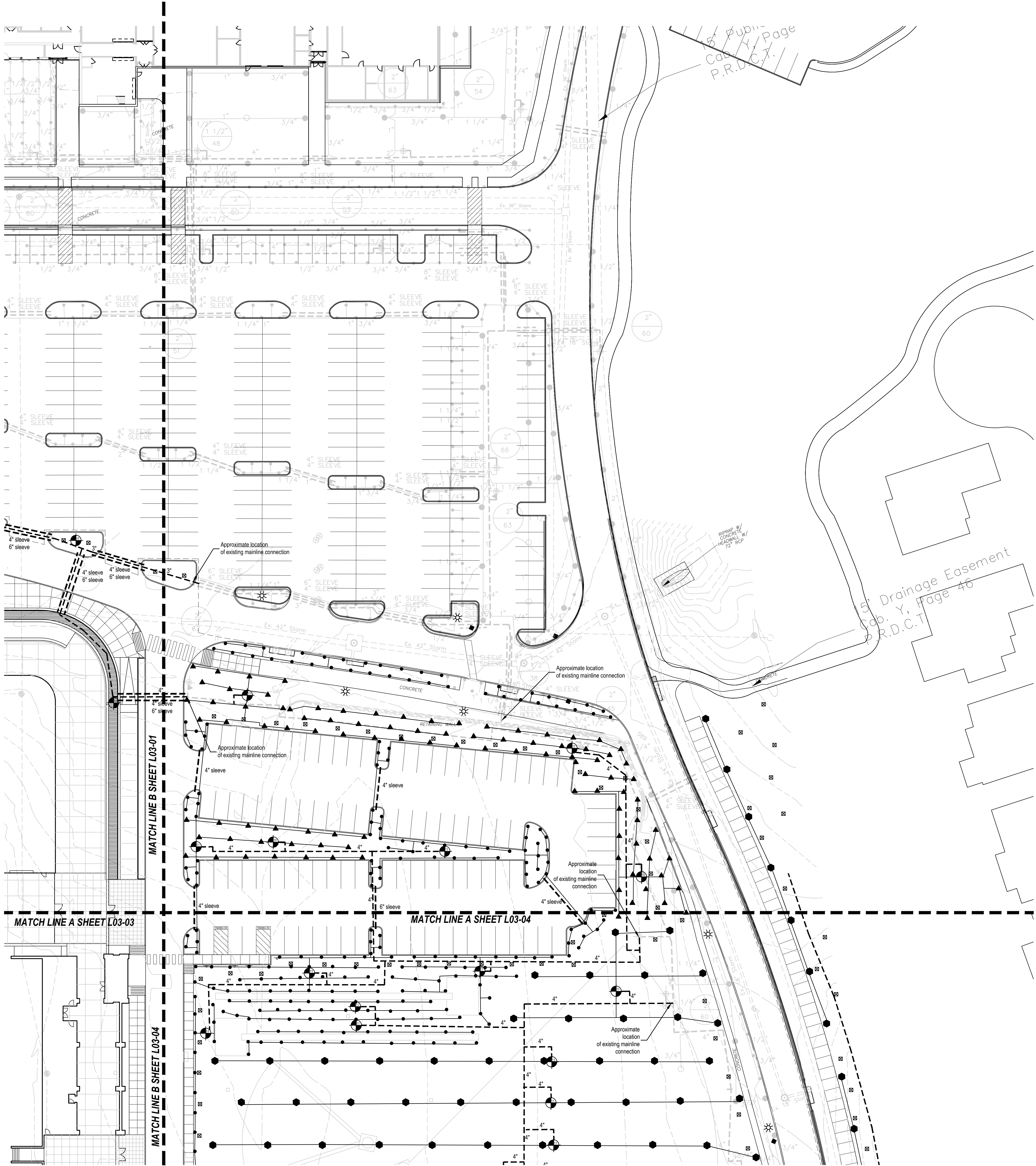


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01 IRRIGATION PLAN
SCALE: 1" = 30'-0"





NOTE:
SHADED BACK EXISTING IRRIGATION PROVIDED
FOR INFORMATIONAL PURPOSES ONLY.
CONTRACTOR SHALL VERIFY IN THE FIELD PRIOR TO
CONSTRUCTION

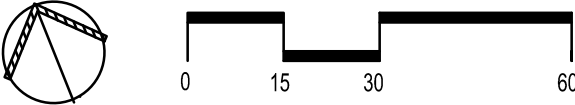
IRRIGATION LEGEND

- Hunter PROS-04 PRS30 4" Pop-up Spray Head with a Plastic MPR Nozzle
- Hunter PROS-12 PRS30 12" Pop-up Spray Head with a Plastic MPR Nozzle
- Hunter PROS-04 PRS40CV WITH MP ROTATOR NOZZLE
- Hunter PGP-04 Rotors for spacing over 30'
- ☒ Multi-Stream Bubbler Nozzle on Hunter PRO S06 Pop-up Spray head
- ⊕ Turf-Hunter ICV Control Valves
- ⊕ Drip-Hunter PCZ-101-40 Drip Zone Control Kit with Valve, Basket Filter, and Pressure Regulator
- ⊕ Hunter ACC2 series Controller with Hunter Solar Sync Sensor
- WATER METER, SIZE AS INDICATED
- D.C.A. SIZE AS INDICATED
- to Include Wye Strainer, Isolation Valve, Master Valve, and Pressure Regulator
- PVC CLASS 200 LATERAL LINE
- - - PVC CLASS 200 MAINLINE
- - - PVC SCHEDULE 40 SLEEVING
- ⊕ VALVE SIZE
- GPM
- HUNTER PLD612 with "Eco Indicator"
(18" LATERAL SPACING, 12" EMITTER SPACING)
PVC LATERAL PIPING SIZED AS REQUIRED
INSTALL ALL EQUIPMENT ACCORDING TO
MANUFACTURERS SPECIFICATIONS
- ⊕ Drip Zones 20 gallon and less
Drip-Hunter PCZ-101-40 Drip Zone Control Kit with
Valve, Basket Filter, and Pressure Regulator
- ⊕ Drip Zones 20 gallon and or more
Drip-Hunter ICZ-151-40 Drip Zone Control Kit with
Valve, Basket Filter, and Pressure Regulator

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01 IRRIGATION PLAN
SCALE: 1" = 30'-0"



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L03-02
Irrigation
Plan

Site Plan Application
2.13.2025

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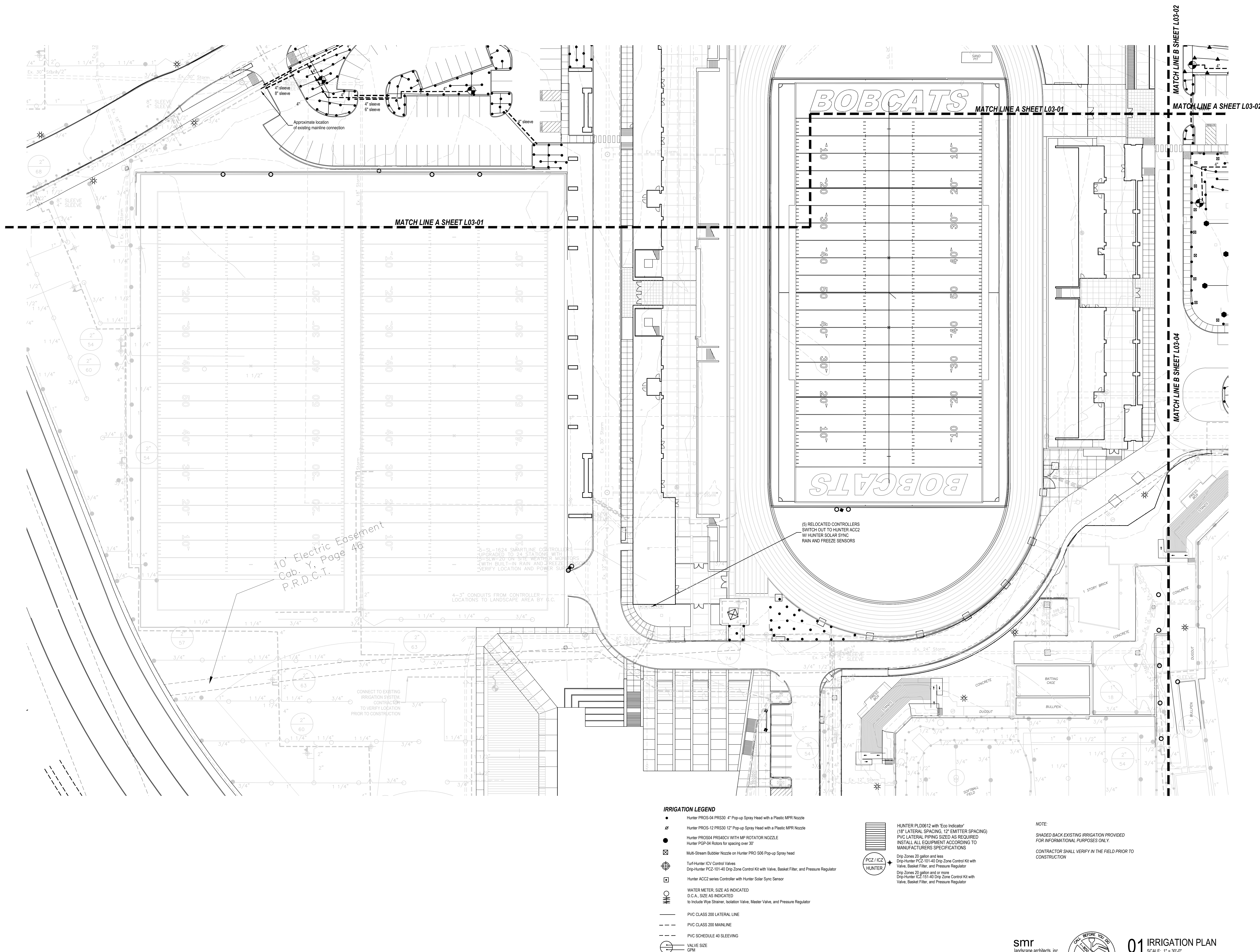
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L03-03
Irrigation
Plan

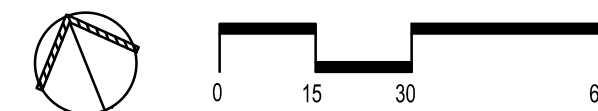
Site Plan Application



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01 IRRIGATION PLAN
SCALE: 1" = 30'-0"





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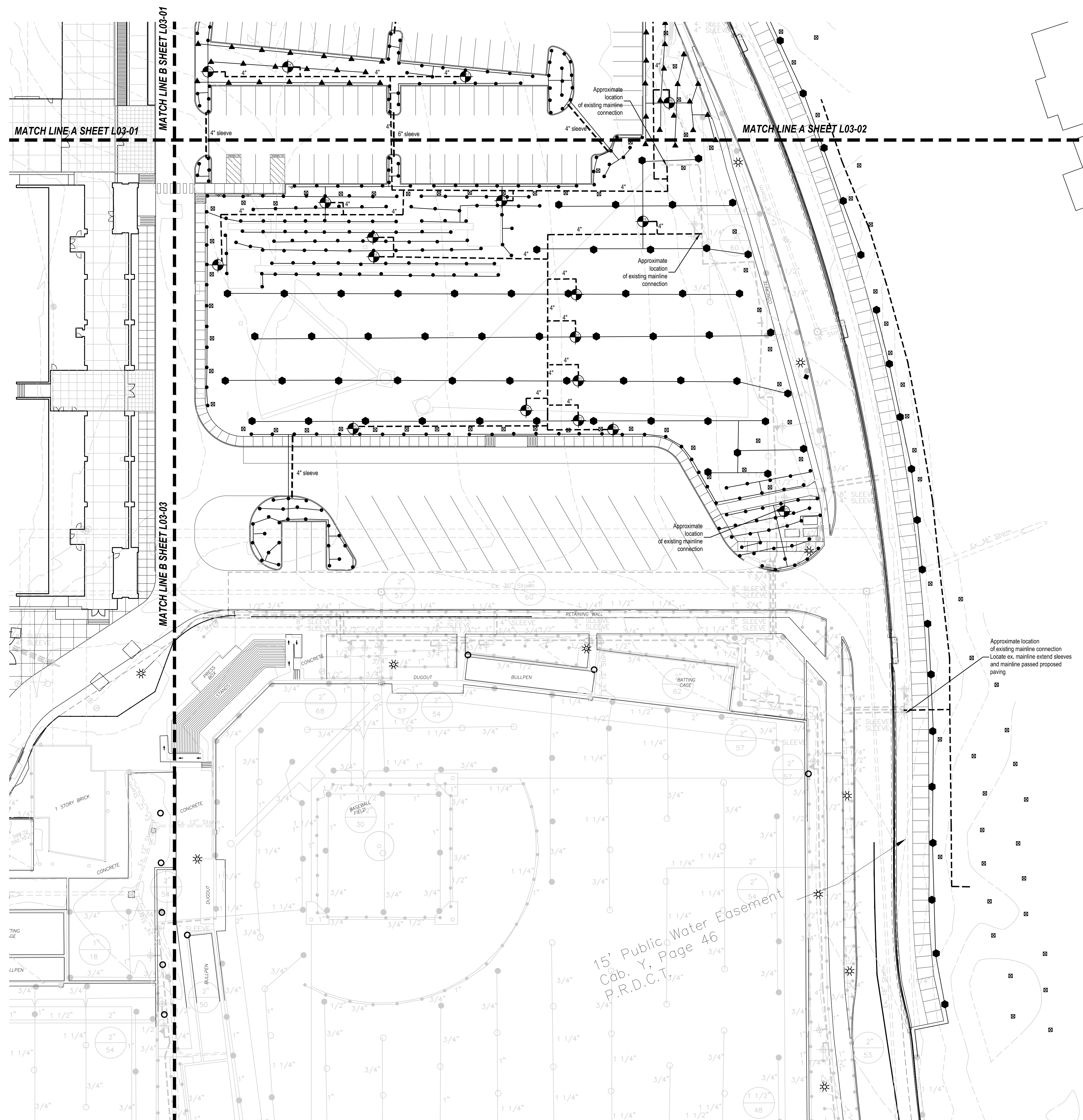
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PERMITTING, OR
CONSTRUCTION PURPOSES.

GLENN | PARTNERS PROJECT NO. 23-006

L03-04
Irrigation
Plan

Site Plan Application



NOTE:

SHADED BACK EXISTING IRRIGATION PROVIDED
FOR INFORMATIONAL PURPOSES ONLY.

CONTRACTOR SHALL VERIFY IN THE FIELD PRIOR TO
CONSTRUCTION

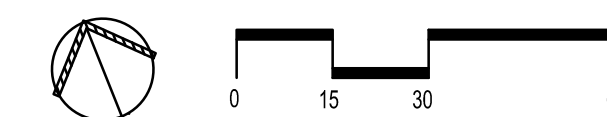
IRRIGATION LEGEND

- | | | |
|-------|--|----|
| | Hunter PROS-04 PRO30 1/2" Pop-up Spray Head with a Plastic MPR Nozzle | |
| Ø | Hunter PROS-12 PRO30 1/2" Pop-up Spray Head with a Plastic MPR Nozzle | |
| | Hunter PROS04 PRO34CV with MP ROTATOR NOZZLE | |
| | Hunter POP-04 Rotors for spacing over 30' | |
| ☒ | Multi-Stream Bubbler Nozzle on Hunter PRO SX6 Pop-up Spray head | NO |
| ⊕ | Turf Hunter ICV Control Valves | |
| | Hunter HPIR 101-10 Dip Zone Control Kit with Valve, Basket Filter, and Pressure Regulator | NO |
| □ | Hunter ACC2 series Controller with Hunter Solar Sync Sensor | |
| | WATER METER, SIZE AS INDICATED | |
| | D.C.S. SIZE AS INDICATED | |
| | To Include Wet Strainer, Isolation Valve, Master Valve, and Pressure Regulator | |
| — | PVC CLASS 200 LATERAL LINE | |
| --- | PVC CLASS 200 MAINLINE | |
| --- | PVC SCHEDULE 40 SLEEVING | |
| ⊖ | VALVE SIZE | |
| | GPM | |
| | HUNTER PDL0612 with 'Eco Indicator' | |
| | PVC LATERAL, SPACING 12" (EMITTER SPACING) | |
| | PVC LATERAL, PIPING SIZE AS REQUIRED | |
| | INSTALL ALL EQUIPMENT ACCORDING TO MANUFACTURERS SPECIFICATIONS | |
| ⊖ / ⊕ | Dip Zones 20 gallon and less | |
| ⊖ / ⊕ | Dip Zones HPIR 101-10 Dip Zone Control Kit with Valve, Basket Filter, and Pressure Regulator | |
| ⊖ / ⊕ | Dip Zones 20 gallon and or more | |
| ⊖ / ⊕ | Dip Zones HPIR 123-10 Dip Zone Control Kit with Valve, Basket Filter, and Pressure Regulator | |

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com



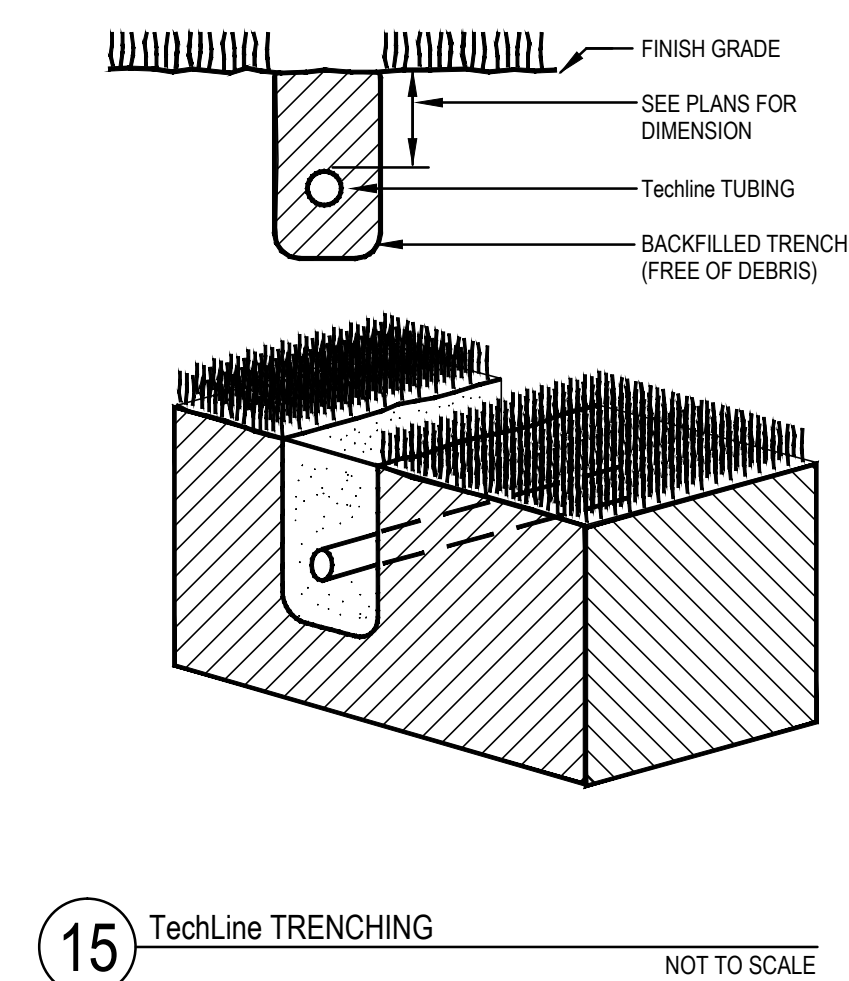
01 IRRIGATION PLAN



[illegible]

GLENN | PARTNERS PROJECT NO. 23-006

Site Plan Application
2.13.2025

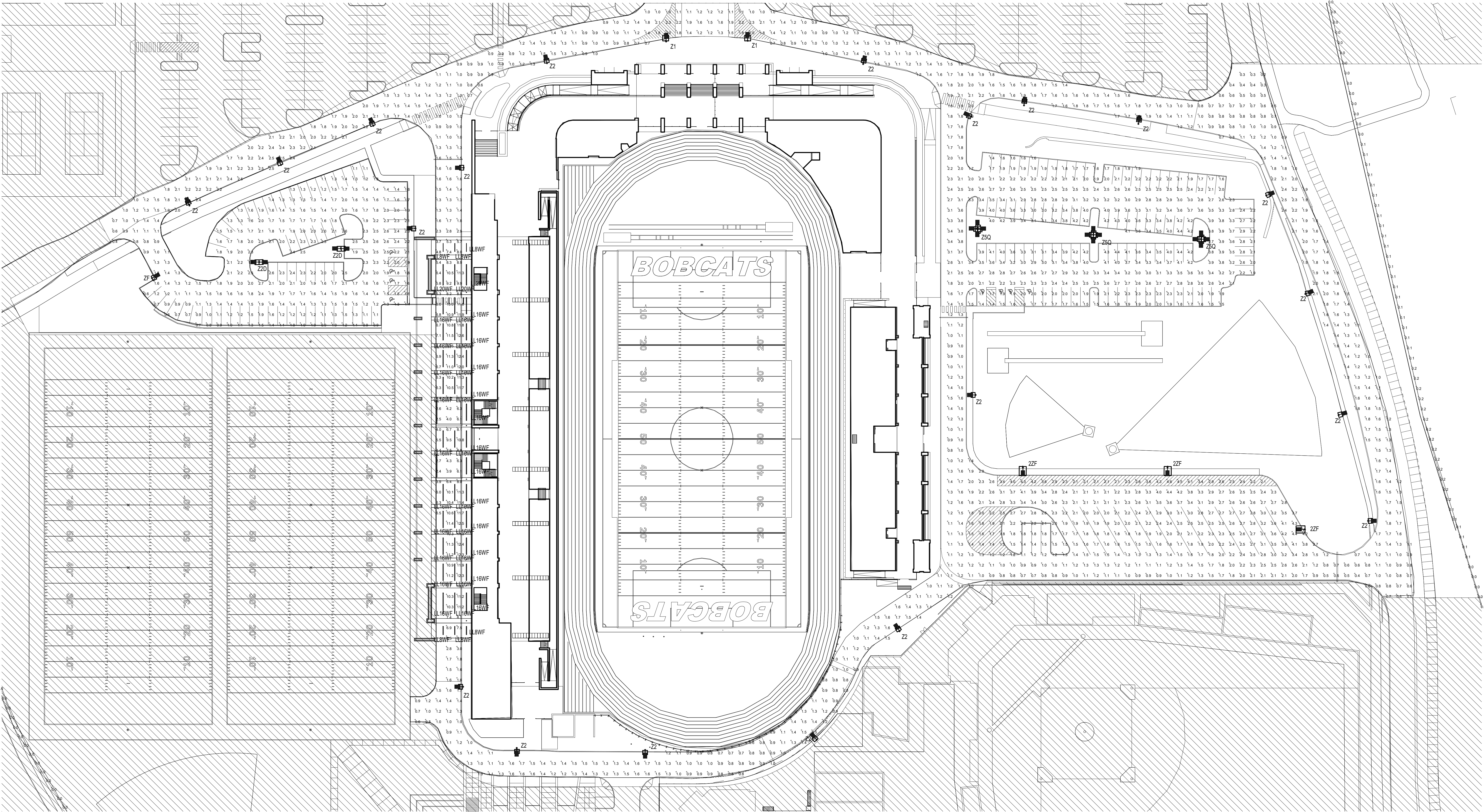


Luminaire Schedule							
Symbol	Qty	Label	Description	LLF	Luminaire Lumens	Luminaire Watts	Mounting Height
	152	LL4WF	HP-4-WL-D-4ft-S-835-F	0.800	1415	14.4	17.4
	20	Z2	DSX1 LED P5 40K T2M MVOLT	0.800	15795	138	32.5
	3	Z2F	DSX2 LED P8 40K 80CRI TFTM	0.800	52800	462.45	32.5
	3	Z5Q	DSX1 LED P5 40K T5M MVOLT	0.800	16433	138	32.5
	2	Z1	DSX1 LED P1 40K 80CRI T1S	0.800	7435	50.9	32.5
	2	Z2D	DSX1 LED P5 40K T2M MVOLT	0.800	15795	138	32.5
	1	ZF	DSX1 LED P5 40K TFTM MVOLT	0.800	15828	138	32.5

Calculation Summary				
Label	CalcType	Avg	Max	Min
AREA LIGHTING_Top	Illuminance	2.22	12.6	0.0
PROPERTY LINE	Illuminance	0.01	0.2	0.0

PHOTOMETRIC SITE PLAN GENERAL NOTES

1. THESE PLANS ARE ACCURATE AND DESIGNED IN COMPLIANCE WITH AND MEET THE REQUIREMENTS OF THE CITY OF TROPHY CLUB OUTDOOR LIGHTING ORDINANCE IN EFFECT AT THE TIME OF THE SUBMISSION OF PLANS.
2. ALL CALCULATIONS SHOWN ARE AT THE GROUND LEVEL AND ARE MEASURED HORIZONTALLY.
3. LIGHTING CALCULATIONS HAVE BEEN PRODUCED USING AGI32 LIGHTING SOFTWARE BY LIGHTING ANALYSTS, INC.



BYRON NELSON HIGH SCHOOL
NORTHWEST INDEPENDENT SCHOOL DISTRICT
2775 BOBCAT BLVD.
TROPHY CLUB, TX 76262

NO REVISION DATE

REVIEW ONLY
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION

Engineer: James M. Tate III
License State: TX License No.: 102427
Date: 2/12/2025 5:26:07 PM

GLENN | PARTNERS PROJECT NO. 23-006

E04-03
PHOTOMETRIC
SITE PLAN

EMA EMA Engineering & Consulting, Inc.
Tyler | Austin | Houston | El Paso
DFW | San Antonio | Shreveport
Texas Firm Registration No. F-893
Louisiana Firm Registration No. EF-5818
DESIGN SOLVE ENHANCE www.EMAengineer.com
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF CITY
REVIEW UNDER THE AUTHORITY OF JAMES M. TATE III, P.E.,
JAVIER GARCIA, P.E., AND CATHERINE L. HOLLENSHEAD,
P.E. THIS DOCUMENT IS NOT TO BE USED FOR
CONSTRUCTION OR BIDDING PURPOSES.

SITE PLAN APPLICATION
02.13.2025

2775 BOBCAT BLVD. NOTIFICATION MAP

TROPHY CLUB, TX

Legend

200ft Radius

Bryan Nelson HGS

Trophy Club

Roanoke

Trophy Club taxpayers to reside

0 500 1,000 Feet

Maxer, Muenzwin
Page 154 of 166



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 28, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance approving and authorizing the issuance and sale of Trophy Club Public Improvement District No. 1 special assessment revenue refunding bonds, Series 2025 in the aggregate not-to-exceed principal amount of \$17,000,000; approving and authorizing an indenture of trust, a bond purchase contract, an official statement, a continuing disclosure agreement, a deposit agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

At its meeting on March 10, 2025, the Town Council authorized Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to evaluate and pursue a potential refunding of the Public Improvement District (PID) No. 1 Special Assessment Revenue Bonds to achieve interest cost savings and address related financial objectives.

Following a detailed review of two refunding scenarios, the Town Council selected Scenario 2 – Accelerated Debt Service with Level Savings as the preferred approach.

Under Scenario 2, the structure achieves a balanced outcome by combining assessment relief for PID property owners with a faster repayment schedule. Key features of this option include:

- Average annual debt service savings of approximately \$276,283 over the remaining life of the bonds.
- An average 10% reduction in annual assessments for PID residents.
- Individual estimated property owner savings ranging from \$293 per year for Lot Type 1 to \$155 per year for Lot Type 4, with an average annual savings of approximately \$202 per lot.
- Accelerated debt retirement, with final payments occurring in 2032, one year earlier than originally scheduled.

The proposed ordinance authorizes the issuance of the PID No. 1 Special Assessment Revenue Refunding Bonds, Series 2025, in an amount not to exceed \$17,000,000. Originally, staff and

consultants anticipated issuing bonds as of the date of this agenda item; however, recent fluctuations in the municipal bond market are creating substantial changes in the amount of savings realized as a result of the refunding. As a result, staff recommends approving a parameters ordinance allowing staff to proceed at anytime within the specified term if the following refunding transaction conditions are met:

- The bonds shall not bear interest at a rate greater than the maximum rate authorized by Chapter 1204, Texas Government Code, as amended.
- The aggregate principal amount of the bonds authorized to be issued shall not exceed \$17,000,000, and the bonds sold for the purposes of the refunding shall be in an amount sufficient, in combination with the net premium from the sale of the bonds, plus other available funds of the Town, if any, to provide for the refunding.
- The refunding shall result in a savings of not less than \$4,000,000.
- The maximum maturity for the bonds shall not be later than September 1, 2032.

The delegation of authority to meet these parameters and complete the refunding is 180 days for all outstanding maturities of the 2015 Refunding Bonds. These parameters give staff the flexibility to time the bond sale based on market conditions, helping ensure the final transaction achieves the required savings while aligning with the Town's financial goals and policy objectives.

Adopting this ordinance demonstrates the Town's continued commitment to fiscal responsibility and proactive debt management, while providing meaningful financial benefits to property owners within the PID.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

The refunding of the PID No. 1 Series 2015 Bonds is expected to generate at least \$4 million in total debt service savings, with average annual savings of approximately \$276,283 through 2032.

The bonds will be repaid entirely through special assessments within the PID; no General Fund or Town-wide tax revenues will be used. The structure also results in an average 10% reduction in annual assessments for PID property owners and shortens the debt term by one year.

There is no financial impact to the Town's budget, and the refunding supports the Town's commitment to responsible and efficient debt management.

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

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance approving and authorizing the issuance and sale of Trophy Club Public Improvement District No. 1 special assessment revenue refunding bonds, Series 2025 in the aggregate not-to-exceed principal amount of \$17,000,000; approving and authorizing an indenture of trust, a bond purchase contract, an official statement, a continuing disclosure agreement, a deposit agreement and other agreements and documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date.

TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025 - _____

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 SPECIAL ASSESSMENT REVENUE REFUNDING BONDS, SERIES 2025 (TOWN OF TROPHY CLUB, TEXAS) IN THE AGGREGATE NOT TO EXCEED PRINCIPAL AMOUNT OF \$17,000,000; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT, A DEPOSIT AGREEMENT AND OTHER AGREEMENTS AND DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Trophy Club, Texas (the “Town”), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the “PID Act”), has previously established the “Town of Trophy Club Public Improvement District No. 1” (the “District”), pursuant to Resolution No. 2007-08 adopted by the Town Council of the Town (the “Town Council”) on May 7, 2007; and

WHEREAS, the Town has previously issued and currently has outstanding its Town of Trophy Club Public Improvement District No. 1 Special Assessment Revenue Refunding Bonds, Series 2015 (the “Refunded Bond Candidates”), and those Refunded Bond Candidates designated by the Authorized Officer in the Pricing Certificate to be refunded are herein referred to as the “Refunded Bonds”; and

WHEREAS, the Town Council desires to issue its refunding bonds to refund the Refunded Bonds in accordance with Chapter 1207, Texas Government Code, as amended, (“Chapter 1207”) and the PID Act, such bonds to be entitled “Trophy Club Public Improvement District No. 1 Special Assessment Revenue Refunding Bonds, Series 2025 (Town of Trophy Club, Texas)” (the “Bonds”), with such Bonds being payable primarily from Assessments and other assets of the trust estate; and

WHEREAS, the Town Council has found and determined that it is in the best interests of the citizens of the Town to issue the Bonds in a single series, such series to be payable solely from and secured by the Assessments; and

WHEREAS, the Town is authorized by Chapter 1207 and the PID Act to issue its revenue bonds payable from the Assessments for the purposes of (i) refunding the Refunded Bonds, (ii) funding a debt service reserve fund, (iii) funding a delinquency and prepayment reserve fund, and (iv) paying the costs of issuing the Bonds; and

WHEREAS, the Town Council has found and determined to (i) approve the issuance of the Bonds to refund the Refunded Bonds, (ii) approve the form, terms and provisions of an indenture of trust securing the Bonds authorized hereby, (iii) approve the form, terms and

provisions of a Bond Purchase Agreement between the Town and the purchasers of the Bonds, (iv) approve an Official Statement, (v) approve a Deposit Agreement or an Escrow Agreement between the Town and The Bank of New York Mellon Trust Company, N.A., (vi) approve a Continuing Disclosure Agreement relating to the Bonds, and (vii) approve a bond counsel engagement letter; and

WHEREAS, Chapter 1207 authorizes the Town to enter into an escrow agreement (the “Escrow Agreement”) with a commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Town and such bank may agree, provided that such deposits may be invested and reinvested only in investments permitted under Chapter 1207 and the ordinances and Indentures authorizing the Refunded Bonds, and which shall mature and bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment or prepayment of the Refunded Bonds; and

WHEREAS, Chapter 1207 also authorizes the deposit of funds, including the proceeds of the Bonds, with the paying agent/registrar for the Refunded Bonds in order to accomplish the scheduled payment or prepayment of the Refunded Bonds; and

WHEREAS, the Town Council desires to delegate to the Authorized Officer (as defined in the Indenture), pursuant to Chapter 1207, and the parameters of this Ordinance, the authority to approve the amount, the number of series, the interest rate, the price and terms of the Bonds authorized hereby and to otherwise take such actions as are necessary and appropriate to effect the sale of the Bonds and to select the specific maturities or series of Refunded Bond Candidates to be refunded; and

WHEREAS, the Town Council hereby finds and determines that refunding of the Refunded Bonds contemplated in this Ordinance will benefit the Town by providing a debt service savings in an amount to be certified in a pricing certificate (the “Pricing Certificate”), and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; and

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

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein.

Section 2. Approval of Issuance of Bonds and Indenture of Trust. (a) The issuance of the Bonds in the not to exceed principal amount of \$17,000,000 for the purpose of providing funds for (i) refunding the Refunded Bonds; (ii) funding a reserve fund for payment of principal and interest on the Bonds, (iii) funding a prepayment/delinquency fund as provided in the Indenture (defined below), and (iii) paying the costs of issuing the Bonds, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under an indenture of trust, the form, terms and provisions of which are hereby approved in the substantially final form presented at this meeting of that certain Indenture of Trust (the “Indenture”), dated as of April 15, 2025, between the Town and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the Mayor of the Town, such approval to be evidenced by the execution and delivery of the Indenture. The Mayor of the Town is hereby authorized and directed to execute the Indenture and the Town Secretary is hereby authorized and directed to attest such signature of the Mayor.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture and the Pricing Certificate, with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be in substantially the form set forth in the Indenture, as modified by the Pricing Certificate, with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured solely by the Assessments and other assets of the “Trust Estate” (as defined in the Indenture) pledged to such series, and shall never be payable from ad valorem taxes.

(d) The Bonds may be sold at negotiated sale to the Underwriters in accordance with the terms of this Ordinance, including this Section and Exhibit A attached hereto, provided that all of the conditions set forth in Exhibit A can be satisfied. As authorized by Chapters 1207, the Authorized Officer is authorized to act on behalf of the Town upon determining that the conditions set forth in Exhibit A can be satisfied, in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including determining whether to acquire municipal bond insurance for the Bonds, and the terms thereof, the aggregate principal amount of the Bonds, and price at which each of the Bonds will be sold, the identification of and the aggregate principal amount of and the Refunded Bonds and their payment dates, the number and designation of series of Bonds to be issued, whether the Bonds will be issued as taxable or tax-exempt, the issuance of current interest bonds and capital appreciation bonds, the form in which the Bonds shall be issued, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the first interest payment date, the initial date from which interest will accrue or accrete, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Town and shall be subject to mandatory sinking fund redemption and extraordinary mandatory redemption and the terms thereof, the approval of an escrow agreement or deposit agreement and all other matters relating

to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate.

(e) The authority granted to the Authorized Officer under this Section shall expire at 5:00 p.m., 180 days from the date of this Ordinance, unless otherwise extended by the Town Council by separate action.

(f) Any finding or determination made by the Authorized Officer relating to the issuance and sale of the Bonds and the execution of the Purchase Agreement (if any) in connection therewith shall have the same force and effect as a finding or determination made by the Town Council.

Section 3. Sale of Bonds: Approval of Bond Purchase Agreement. The Authorized Officer is hereby authorized and directed to execute and deliver the Purchase Agreement, which Purchase Agreement shall be in the form approved by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Ordinance, which final terms shall be determined to be the most advantageous reasonably attainable by the Town, such approval and determination being evidenced by its execution thereof by the Authorized Officer. All officers, agents and representatives of the Town are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bonds shall initially be registered in the name of the Underwriter or such other entity as may be specified in the Purchase Agreement.

Section 4. Official Statement. The Town hereby approves the preparation of a Preliminary Official Statement for use in the initial offering and sale of each series of Bonds and authorizes the Authorized Officer to approve the final form of the Preliminary Official Statement and to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer) final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the Town. The Town hereby authorizes the preparation of a final Official Statements reflecting the terms of the Purchase Agreement and other relevant information. The Authorized Officer is hereby authorized and directed to authorize the use and distribution of such final Official Statement by the Underwriter in the offering and sale of the Bonds (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriter).

(a) All officers of the Town are authorized to take such actions and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefore including, without limitation, the Purchase Agreement, if any.

(b) The obligation of the Underwriter to accept delivery of the Bonds is subject to the Underwriter being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the Town, which opinion shall be dated as of and delivered on the Closing Date.

Section 5. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Initial Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the Authorized Officer, against receipt by the Town of all amounts due to the Town under the terms of sale.

(c) In the event the Mayor, Town Secretary or Town Manager is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem, any Assistant Town Secretary and any Assistant Town Manager, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem, the Assistant Town Secretary and the Assistant Town Manager shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor, Town Secretary and Town Manager, respectively.

Section 6. Continuing Disclosure Agreement. The form, terms and provisions of that certain Continuing Disclosure Agreement (the “Continuing Disclosure Agreement”) dated as of April 15, 2025 between the Town and the Trustee and/or DTA Public Finance, Inc. is hereby authorized and approved in substantially final form presented at this meeting and the Mayor of the Town or the Authorized Officer is hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and approved by the Mayor or Authorized Officer, such approval to be evidenced by the execution thereof. If executed by the Mayor, the Mayor’s signature on the Agreement may be attested by the Town Secretary.

Section 7. Approval of Service and Assessment Plan. The 2025 Annual Update of the Amended and Restated Service and Assessment Plan as presented at the meeting and as to be updated to reflect the issuance of the Bonds is hereby approved and the Town Secretary is instructed to file such 2025 Annual Update upon pricing of the Bonds.

Section 8. Approval and Ratification of Filing. The Town Secretary is hereby authorized and directed to file the Annual Update of the Amended and Restated Service and Assessment Plan for the years 2021-2024 in the real property records of Denton County and any filing of such Annual Updates occurring prior to the approval of this Ordinance is hereby ratified and approved.

Section 9. Redemption of Refunded Bonds. The Refunded Bonds selected from the Refunded Bond Candidates identified in the Pricing Certificate, are hereby called for redemption on the date, in the principal amounts and at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date as set forth in the Pricing Certificate and the Indenture

Section 10. Additional Actions. (a) The Mayor, the Town Manager and each other officer, employee and agent of the Town are hereby authorized and directed to take any and all actions on behalf of the Town necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance, The Mayor, the Town Manager and each other officer, employee and agent of the Town are hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Ordinance. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the Town is hereby authorized and directed to issue a check of the Town payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) \$9,500).

Section 11. Effective Date. This Ordinance shall take effect immediately upon its adoption by the Town Council of the Town.

FINALLY PASSED, APPROVED AND EFFECTIVE this April 28, 2025

[Signature Page Follows]

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 28th day of April 2025, at a regular meeting of the Town Council.

BY:

MAYOR,
TOWN OF TROPHY CLUB, TEXAS

ATTEST:

TOWN SECRETARY,
TOWN OF TROPHY CLUB, TEXAS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

All outstanding maturities of the Trophy Club Public Improvement District No. 1 Special Assessment Revenue Refunding Bonds, Series 2015 (Town of Trophy Club, Texas)

EXHIBIT A

SALE PARAMETERS

In accordance with Section 2 of the Ordinance, the following conditions with respect to the Bonds must be satisfied in order for the Authorized Officer to act on behalf of the Town in selling and delivering the Bonds to the Underwriters:

(a) the Bonds shall not bear interest at a rate greater than the maximum rate authorized by Chapter 1204, Texas Government Code, as amended;

(b) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 2 shall not exceed the limits described in that Section, and the Bonds sold for the purposes of refunding the Refunded Bonds shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the Town, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount;

(c) the refunding of the Refunded Bonds shall result in a savings of not less than \$4,000,000; and

(d) the maximum maturity for the Bonds shall not be later than September 1, 2032.