TOWN OF TROPHY CLUB TOWN COUNCIL

WORK SESSION AND REGULAR MEETING AGENDA

October 13, 2025

6:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion of Traffic Safety Working Group recommendations from the Town's Business Plan Goal to assess and address traffic, mobility, and pedestrian concerns on Trophy Club roadways. (Patrick Arata, Chief of Police)

ADJOURN WORK SESSION

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

INVOCATION led by Pastor Joel Quilé, Bara Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code 551.007. The Council is not permitted to discuss or take action on any presentations made concerning matters that are not listed on the agenda. Presentations are limited to matters over which the Council has authority. Speakers have up to three (3) minutes or the time limit determined by the Presiding Officer. Each speaker is requested to complete the Speaker's Form prior to speaking or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

2. Presentation Atmos Energy Grant

3. Working for You... Trophy Club

a) Update from Town Council Members

b) Update from Town Manager (Brandon Wright, Town Manager)

c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

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

4. Consider approval of the September 22, 2025, Regular Meeting minutes, the September 22, 2025, Joint Work Session minutes with the Economic Development Corporation, and the September 24, 2025, Work Session minutes of the Town Council.

5. Consider an ordinance amending the FY 2025 Budget, allocating funding to the General Fund budget for additional expenditures and revenues associated with the CWD contract, effective June 1, 2025. (April Duvall, Director of Finance)

6. Consider an ordinance amending the FY 2026 Budget, allocating funding to the Capital Replacement Fund for the purchase of a replacement HVAC system at Town Hall. (April Duvall, Director of Finance)

7. Consider an ordinance repealing Section A1.014 Water and Wastewater Fees for Public Improvement District No. 1 of Article A1.000 General Provisions or Appendix A Fee Schedule of the Code of Ordinances. (April Duvall, Director of Finance)

8. Consider authorizing the Town Manager to negotiate and execute a purchase and services agreement with Design A Sign, LLC to upgrade the Town of Trophy Club's crosswalk signal software and hardware system, and to purchase 34 LED-enhanced school crossing signs in the amount of $86,150. (Matt Cox, Director of Community Development)

9. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount not to exceed $64,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)

10. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed $30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development)

11. Consider authorizing the Town Manager to negotiate and execute a three-year purchase and service agreement with Pyrotex, Inc. in the amount of $30,000 annually for the Fourth of July fireworks show. (Chase Ellis, Director of Parks & Recreation)

12. Consider a resolution providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment. (Tammy Dixon, Town Secretary)

INDIVIDUAL ITEMS

13. Consider a resolution adopting the facility naming and special recognition plaque policy. (Brandon Wright, Town Manager)

14. Consider accepting the Town's state-approved emergency management plan and emergency support functions. (Jason Wise, Fire Chief)

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.

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: October 7, 2025 at 12:00 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551.

Tammy Dixon, Town Secretary

- *In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Trophy Club Town Hall, 1 Trophy Wood Drive, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.*
- *BUDGET STATEMENT: Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the Town Council meeting agenda at which the Town Council will discuss or adopt a budget for the Town of Trophy Club: For an average-valued homestead property ($714,324.00), the Town's portion of the property tax bill in dollars for the current fiscal year (FY2025) is $2,967.79, the Town's portion of the property tax bill for the upcoming fiscal year (FY2026) for the same property if the proposed budget is adopted is estimated to be $2,949.19, and the Town's portion of the property tax bill in dollars for the upcoming fiscal year (FY2026) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be $2,809.82.*
- If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 6822372900, 48 hours in advance, and reasonable accommodations will be made to assist you.

TOWN OF TROPHY CLUB

Traffic Safety Study

October 13, 2025

Trophy Club Drive

Total vehicle count 111,761

4,038 avg cars/day (counted)

Total count over 36 MPH 0.21%

That is 234 Vehicles

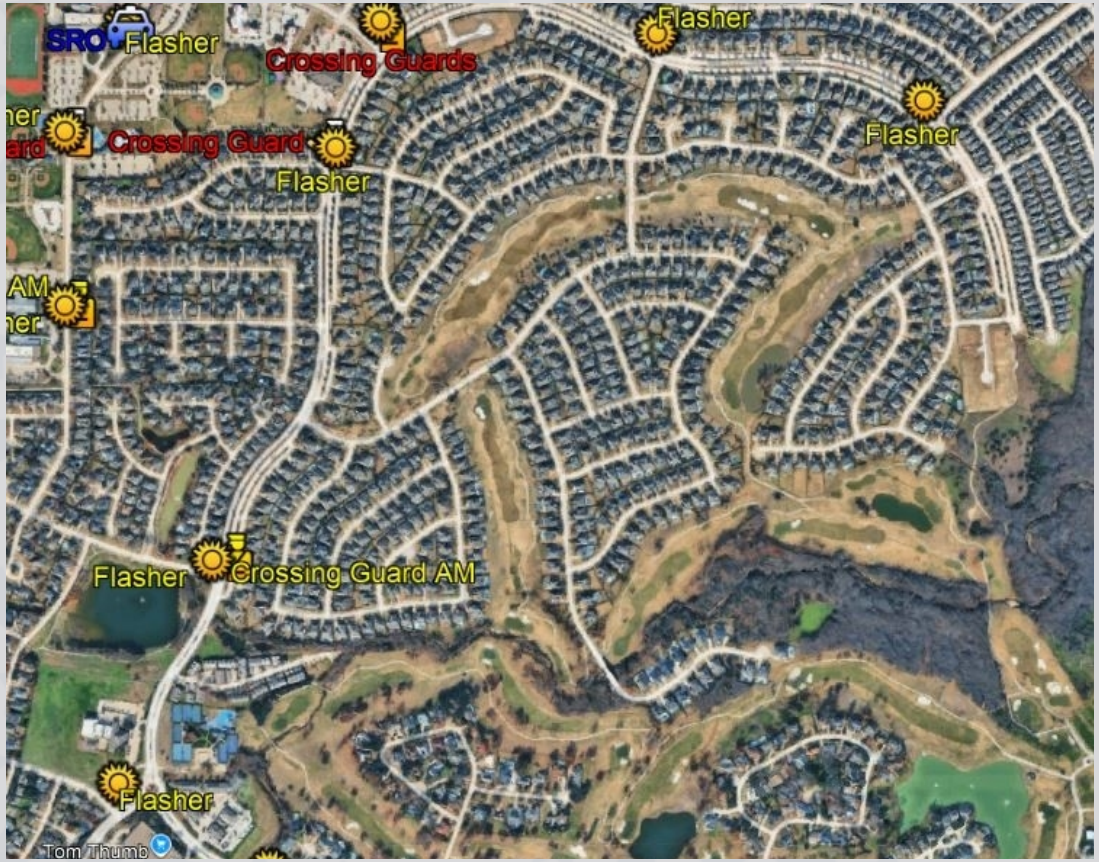
85% of the traffic is below 32.3 MPH

Observation dates:

Dec 31, 2024 – Jan 3, 2025 (3 Days)

Jan 23–30, 2025 (7 Days)

Jun 13–26, 2025 (14 days)



Bobcat Blvd

Total vehicle count 96,918

3,991 avg cars/day (counted)

Total count over 36 MPH 0.878%

That is 851 Vehicles

85% of the traffic is below 32.38 MPH

Observation dates:

July 17, 2025 – August 1, 2025 (16 days)

May 16 2025 – May 27, 2025 (12 days)

Trophy Park Drive

Total vehicle count 28,686

1,304 avg cars/day

Total count over 36 MPH 0.37%

That is 106 Vehicles

85% of the traffic is below 32.2 MPH

Observation dates:

May 1, 2025 – May 7, 2025 (7 days)

July 2, 2025 – July 16, 2025 (15 days)

Indian Creek Drive

Total vehicle count 29,862

1,106 avg cars/day (counted)

Total count over 36 MPH 0.28%

That is 82 Vehicles

85% of the traffic is below 28.6 MPH

Observation dates:

January 16–22, 2025 (7 days)

February 1–7, 2025 (7 days)

June 1–13, 2025 (13 days)

Parkview Drive

Total vehicle count 11,284

Southbound only

1,612 avg cars/day (counted)

Total count over 36 MPH 0.06%

That is 7 Vehicles

85% of the traffic is below 31 MPH

Observation dates:

March 6 – March 12, 2025 (6 days)

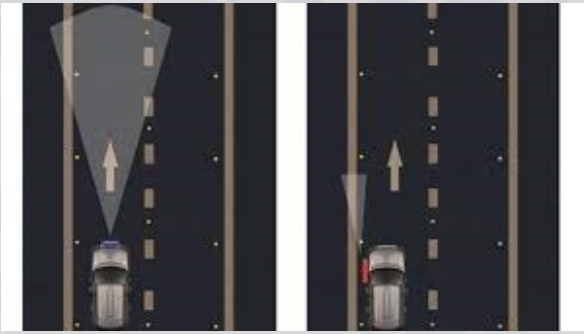
Bobcat Blvd. Improvements

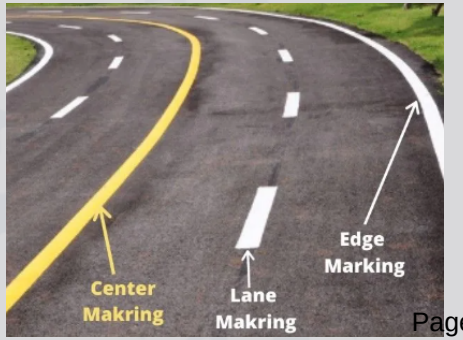
- Add LED streetlights and in-ground lighting at cross walks

Trophy Club Dr. Improvements

- Add in-ground lighting at crosswalks

- Add road markings to improve safety

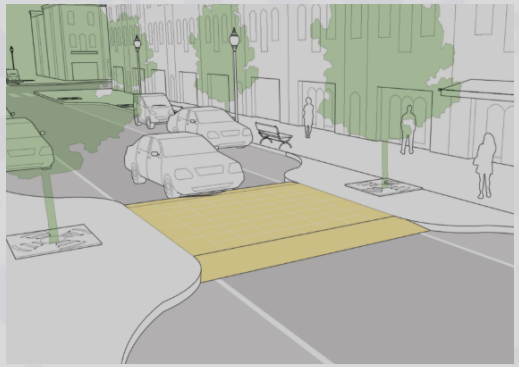


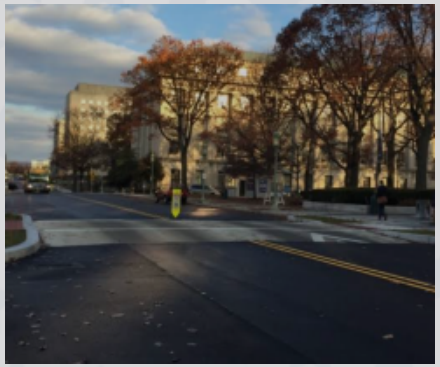


Parkview Dr. Improvements

- Add in-ground lighting at crosswalks

- Add speed table crosswalks





Trophy Park Dr. Improvements

- Add in-ground lighting at crosswalks

- Add additional crosswalks

Ordinance Recommendations: Golf Carts

Require seat belts to be installed and used with all riders, including child safety seats.

Strengthen penalties for violations, including fines and potential suspension of golf cart sticker.

Ordinance recommendations: Micromobility Devices

Define Micromobility Devices: Scooters, skateboards, hoverboards, segways, and similar devices not exceeding 28 miles per hour.

- Require helmets for all riders under 14 years of age.
- Require nighttime safety equipment: a white front lamp visible at 500 feet and a red rear reflector or lamp.
- Prohibit the use of handheld electronic devices while the micromobility device is in operation.
- Prohibit the use of headphones or devices that impair hearing.
- Require operators to yield to pedestrians and provide audible warnings when passing.
- Establish penalties up to $50 for a first offense, with the option of a safety course in lieu of fine, and up to $100 for repeat offenses.

TOWN OF
TROPHY CLUB

social media | email | website

Traffic Safety Corridor Report

Executive Summary

The Trophy Club Traffic Safety Working Group has completed traffic studies for five major corridors. Across all locations, the 85th percentile speed consistently exceeds the 30 mph posted limit, confirming ongoing risk to students, pedestrians, and micromobility users.

Corridor Findings (85th Percentile Focus)

Bobcat Boulevard (Southbound Bobcat Blvd)

- 85th Percentile: 32.38 mph (posted 30 mph)
- 96,918 vehicles counted in 28 days
- Top speed recorded: 47 mph
- Lighting deficiencies at crosswalks elevate risk for students.

Indian Creek Drive

- 85th Percentile: 28.6 mph (posted 30 mph)
- 29,862 vehicles counted in 27 days
- Top violator: 47 mph
- Hilly terrain and no sidewalks force pedestrians/cyclists into the roadway calming lane.
- Risk periods: weekend mornings (8:00 AM–9:00 AM).

Parkview Drive

- 85th Percentile: 31 mph (generally compliant during school hours)
- 11,284 vehicles counted in 6 days
- Compliance is high (94%), but violations occur outside school patrol windows.
- The Town is adding bollards at Durango trail crossing for added protection.

Trophy Club Drive

- 85th Percentile: 32.3 mph (posted 30 mph)
- 111,761 vehicles counted in 24 days
- Violator top speed: 45 mph recorded in late evening hours.
- High micromobility usage (golf carts, scooters); citations issued for minors operating illegally.
- Accident data (2023–2025) shows Priority 1 collisions near intersections.

Trophy Park Drive

- 85th Percentile: 32.2 mph (posted 30 mph)
- Top violator: 42 mph
- 28,686 vehicles counted in 15 days
- Risk windows: Fridays 4–5 PM and weekends.

Overarching Themes

• Every corridor shows 85th percentile speeds above the posted limit, often by 2–5 mph, with outliers exceeding 40–47 mph.
• School zones and evening/weekend periods are the highest risk windows.
• Lighting and crosswalk visibility remain critical weaknesses.
• Micromobility safety is an emerging priority, with minors and unlit golf carts presenting repeated violations.

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Trophy Club Drive Final Traffic Safety Report

Prepared by: Trophy Club Traffic Safety Working Group

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1. Executive Summary

Trophy Club Drive is a critical corridor in the Town of Trophy Club, supporting daily school traffic, entry and exit traffic to SH 114, neighborhood connectivity, and growing micromobility activity (golf carts and scooters). This report evaluates accident records, speed compliance, enforcement patterns, and traffic volume, with a focus on ensuring safety and recommending strategies.

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2. School Zone Management

The Trophy Club Police Department deploys crossing guards during school hours (7:00–9:00 AM and 2:30–5:00 PM) at the following locations:

- Trophy Club Dr. & Bobcat Blvd
- Trophy Club Dr. & Durango Dr.
- Trophy Club Dr. & Lilyfield Dr.

These crossings see elevated pedestrian and micromobility use during Northwest ISD arrival and dismissal periods.

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3. Accident & Enforcement Data Overview

Accident Data (2024–2025)

During the two-year period, **25 accidents** were reported on Trophy Club Drive. Three involved people being struck: one pedestrian and two bicyclists. These incidents highlight the importance of safety infrastructure for vulnerable road users.

Golf Cart Violations

The Trophy Club Police Department conducted four separate golf cart-related stops on Trophy Club Drive resulting in citations or warnings.

- Violations involved underage, unlicensed drivers and carts lacking required safety equipment

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4. Speed & Volume Observations

- **Dec 31, 2024 – Jan 3, 2025 (3 days, Trophy Club Dr. SB at Durango):** 13,154 total vehicles; 35 vehicles recorded above 36 mph (**0.27%**); highest violator speed 42 mph.
- **Jan 23–30, 2025 (7 days, Meadow Ridge NB):** 27,034 total vehicles; 49 vehicles recorded above 36 mph (**0.18%**); highest violator speed 41 mph.
- **Jun 13–26, 2025 (14 days, Durango SB):** 71,573 total vehicles; 150 vehicles recorded above 36 mph (**0.21%**); highest violator speed 45 mph.

Traffic volume consistently peaked between **6:00 AM–6:00 PM**, with the heaviest flows between **2:00–6:00 PM**. Extended studies in June 2025 showed an average speed of **28.3 mph**, with violator speeds topping out in the mid-40s.

Key Observations

Speed feedback signs showed measurable impact, with peak slowing during school hours (7:00–9:00 AM, 2:30–5:00 PM)

85th Percentile Speed: Speeding problems are typically identified by an 85th Percentile Speed at least 5 mph above the posted speed limit. Trophy Club Drive's 85th Percentile Speed is below that range at 32.3 mph. This area should continue to have speed mitigation strategies applied to ensure speeds over time remain below that 5 mph level.

5. Recommendations

A. Infrastructure

- Add road markings to improve safety
- Upgrade and repaint school zone markings
- Install high-visibility pedestrian crossings with embedded lighting.

B. Enforcement

- Increase patrol presence during school dismissal windows.
- Rotate radar trailers every 10–14 days between key intersections.
- Enforce golf carts from driving on the sidewalk and grass areas.

C. Micromobility Ordinance

Adopt a local ordinance similar to Flower Mound's "Micromobility Devices & Bicycles" ordinance (Ordinance No. 15-25) that include:

Require children aged 14 years or younger to wear properly fitted helmets while operating bicycles or micromobility devices on public roadways or public property.

Prohibit use of handheld electronic devices and headphones/earphones that impair hearing while operating bicycles or micromobility devices.

Require yielding right-of-way to pedestrians; provide an audible warning when passing.

Include a safety education component: first offenses may be mitigated via completion of a "Micromobility Safety Course" taught or coordinated by the police department. Fines escalate for repeat violations.

D. Education

Partner with Northwest ISD to develop safety curriculum modules for students.

Conduct workshops targeting golf cart operators and teen drivers.

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6. Conclusion

Trophy Club Drive remains a heavily utilized and high-risk corridor, particularly during school hours. With **25 reported accidents in 2024–2025, including three involving pedestrians and bicyclists**, proactive strategies are necessary. Strategic infrastructure enhancements, updated micromobility ordinances, and targeted enforcement will reduce risks and foster a safer environment for all roadway users.

Bobcat Boulevard Final Traffic Safety Report

Prepared by: Trophy Club Traffic Safety Working Group

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1. Executive Summary

Bobcat Boulevard is a high-volume corridor situated between Byron Nelson High School and Medlin Middle School, with several key pedestrian crosswalks and school access points. This report analyzes recent speed data, volume trends, and infrastructure conditions to guide future safety improvements. Lighting enhancements are especially critical in this area.

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2. Corridor Profile

- Connects Byron Nelson High School and Medlin Middle School
- Crosswalks located at:
  - High school exits
  - Parkview Drive
  - Marshall Creek
  - Trophy Club Drive (at the east end of the corridor)
- Serves local school traffic, parent pickup/drop-off, and neighborhood residents as well as an entry/exit point to Roanoke commercial areas, Hwy 377, and SH 114.
- Limited street lighting increases safety concerns, especially at dusk and dawn

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3. Speed & Volume Observations

- **July 17, 2025 – August 1, 2025 (16 days, Southbound Bobcat Blvd):** 65,882 total vehicles; 355 vehicles recorded above 36 mph (**0.54%**); highest violator speed 47 mph.
- **May 16 2025 – May 27, 2025 (12 days, Northbound Bobcat Blvd):** 31,036 total vehicles; 496 vehicles recorded above 36 mph (**1.6%**); highest violator speed 45 mph.

Key Observations:

Peak volume hours: **7:00 AM – 9:00 AM** and **2:00 PM – 6:00 PM**

85th Percentile Speed: Speeding problems are typically identified by an 85th Percentile Speed at least 5 mph above the posted speed limit. Bobcat's 85th Percentile Speed is below that range at 32.38 mph. This area should continue to have speed mitigation strategies applied to ensure speeds over time remain below that 5 mph level.

4. Safety Concerns

- **Insufficient Lighting:** Crosswalks and intersections lack adequate illumination, reducing visibility for drivers and pedestrians.
- **High Pedestrian Activity:** Students, families, and staff use multiple crosswalks daily.

5. Recommendations

A. Infrastructure Enhancements

- Install or upgrade street lighting at all major crosswalks, particularly near:
    - High school exit points
    - Marshall Creek intersection
    - Parkview Drive
- Add in road signal lighting, reflective paint or raised crosswalk features.
- Evaluate crosswalk signal timing and signage placement.

B. Enforcement Planning

- Increase patrol presence during the weekdays between the hours of **7:00–9:00 AM** and **2:30–6:00 PM.**
- Monitor high-speed violations and re-position radar trailers as needed.

C. Community & School Coordination

- Notify parents and students of preferred crossing routes via school communication channels.
- Partner with NISD to promote driver awareness during school transitions. Provide community workshops on safe golf cart operation and bicycle awareness.
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6. Conclusion

Bobcat Boulevard is one of the most critical corridors in Trophy Club due to its proximity to two major schools and high pedestrian use. With improved lighting, continued enforcement, and active coordination with the school district, the safety of students and residents can be significantly enhanced.

Trophy Park Drive Final Traffic Safety Report

Prepared by: Trophy Club Traffic Safety Working Group

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1. Executive Summary

Trophy Park Drive supports residential access, commuting to Town parks, and community mobility through vehicles and micromobility devices such as golf carts. This report compiles traffic volume, speed patterns, compliance risks, and enforcement trends and provides actionable recommendations for improving safety outcomes.

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2. Pedestrian Considerations

Although Trophy Park Dr. does not have designated school zones, it serves important community amenities including:

- A mid-block crossing at Trophy Park Drive and Annandale Drive.
- Access to the Freedom Dog Park.
- Access to Trophy Club Park.

These elements necessitate careful attention to pedestrian visibility, driver yield compliance, and appropriate signage.

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3. Speed & Volume Observations

- **May 1, 2025 – May 7, 2025 (7 days, Southbound Trophy Park Drive):** 15,200 total vehicles; 65 vehicles recorded above 36 mph (**0.43%**); highest violator speed 42 mph.
- **July 2, 2025 – July 16, 2025 (15 days, Northbound Trophy Park Drive):** 13,486 total vehicles; 40 vehicles recorded above 36 mph (**0.3%**); highest violator speed 41 mph.

Key Observations:

85th Percentile Speed: Speeding problems are typically identified by an 85th Percentile Speed at least 5 mph above the posted speed limit. Trophy Park Drive's 85th Percentile Speed is below that range at 32.2 mph. This area should continue to have speed mitigation strategies applied to ensure speeds over time remain below that 5 mph level.

4. Enforcement Priorities

• Maintain periodic radar trailer deployment to monitor changes as neighborhood and park traffic increases.

• Prioritize enforcement during morning and late afternoon peak hours.

• Continue education and enforcement regarding unlicensed or underage golf cart use town wide.

5. Recommendations

A. Infrastructure Enhancements

- Add road markings
- Upgrade signage near residential clusters
- Improve visibility at the public crosswalk with in-ground lighting around the dog park
- When development completes the sidewalk from Abbey Moor to Balmoral Drive, install crosswalk flashers at the intersection, which is a crossing point for Freedom Dog Park.
- Stripe pedestrian crossing at the mid-block intersection of Annandale and Trophy Park Drive.

B. Enforcement Focus

- Emphasize enforcement on days with high risk (Friday/Saturday/Sunday), schedule officers or patrols from 3:00–6:00 PM during weekends.

C. Public Education

- Partner with schools and local groups for bicycle and scooter awareness.
- Promote community alerts for radar trailer rotation schedules.

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6. Conclusion

Trophy Park Drive currently demonstrates high compliance and no reported accidents (CY 2024–2025), making it one of the lower-risk corridors in Trophy Club. Ongoing monitoring, proactive enforcement, and infrastructure planning will ensure the roadway remains safe as development and recreational use expand.

Indian Creek Drive Final Traffic Safety Report

Prepared by: Trophy Club Traffic Safety Working Group

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1. Executive Summary

Indian Creek Drive is a residential and connector corridor located in the hill area of Town, frequented by local traffic and micromobility users. The topography of this area may contribute to increased vehicle speeds. This report summarizes enforcement data and speed risk patterns collected to recommend strategies for maintaining safe use.

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2. Corridor Profile

- Indian Creek serves as a residential and connector roadway.
- No schools or crossing guards are currently posted on Indian Creek.
- There are no sidewalks along this corridor.
- The calming lane on the street is frequently used by golf carts, pedestrians, and bike riders for shared access

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3. Speed & Volume Observations

According to radar trailer data collected on Indian Creek Drive during three deployments in 2025, recurring speed patterns were identified.

- **January 16–22, 2025 (7 days, Harmony WB):** Total vehicles: **3,641:** 1 vehicle exceeded 36 mph **(0.03%)**, with a top violator speed of 41 mph.
- **February 1–7, 2025 (7 days, Hillcrest EB):** Total vehicles: **15,675:** 73 vehicles above 36 mph, **(0.47%)**. The highest recorded speed was 47 mph.
- **June 1–13, 2025 (13 days, Harmony WB):** Total vehicles: **10,546:** 8 vehicles exceeded 36 mph, **(0.076%)** with a top violator speed of 45 mph.

The violations were concentrated at the Hillcrest eastbound segment, particularly during early mornings (5:00–7:00 AM), weekend mornings, and late evenings (10:00 PM–12:00 AM). Indian Creek Dr. at Harmony Park WB showed lower but recurring morning clusters.

Key Observations:

> **85th Percentile Speed:** Speeding problems are typically identified by an 85th Percentile Speed at least 5 mph above the posted speed limit. Indian Creek's 85th Percentile Speed is below that range at 28.6 mph. This area should continue to have speed mitigation strategies applied to ensure speeds over time remain below that 5 mph level.

The hilly terrain and absence of sidewalks elevate risks to pedestrians and cyclists.

4. Recommendations

Infrastructure Improvements

- Refresh roadway painting along Indian Creek by Harmony Park and golf cart crossing and lane guidance where fading is visible.
- Evaluate feasibility for additional warning signage, for crosswalk and golf cart crossings.

Enforcement Planning

- Prioritize monitoring Sunday mornings, weekdays midday, and nighttime patrols (10:00 PM–12:00 AM).
- Target locations where speeds exceed 35 mph for selective radar trailer deployment.

Community Notification

- Share updates on enforcement locations via the Town Weekly Report.
- Reinforce awareness by using the radar speed signs in both directions.

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5. Conclusion

Indian Creek Drive demonstrates speed pressure with occasional high-end violators. Fewer than **1% of vehicles (0.27%)** observed exceeded 36 mph, yet these cases present heightened safety risks given the corridor's hilly layout and absence of sidewalks. These conditions increase vulnerability for pedestrians, cyclists, and golf cart users who rely on the calming lane. Strategic enforcement rotations and targeted infrastructure improvements remain essential to improve traffic predictability and community safety.

Parkview Drive Final Traffic Safety Report

Prepared by: Trophy Club Traffic Safety Working Group

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1. Executive Summary

Parkview Drive is a heavily trafficked corridor with multiple community and educational anchors including Beck Elementary, Medlin Middle School, Independence Park, and the Trophy Club Community Pool. With regular school traffic, pedestrian use, and recreational visits, this report analyzes key traffic risks and provides recommendations to support public safety.

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2. School Zone & Community Infrastructure Management

Several municipal and school facilities are present within a short distance on Parkview Drive. These government facilities include:

- Beck Elementary School
- Medlin Middle School
- Trophy Club Pool
- Independence Park

The Trophy Club Police Department deploys crossing guards within this area, Beck Elementary and the Town Pool Complex, during the following times:

- 7:00–9:00 AM (arrival window)
- 2:30–5:00 PM (dismissal and after-school activities)

These guard posts are essential for managing both student and pedestrian flow in proximity to active vehicle corridors.

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3. Accident & Enforcement Data Overview

A. Accident Data (CY 2024–2025)
During the two-year period, **no accidents** were reported on Parkview Drive. There were also **no bicycle or pedestrian-related accidents** recorded.

B. Golf Cart Violations
In 2025, one golf cart was stopped on Parkview Drive for not having all required safety equipment.

4. Volume Patterns

- Morning buildup begins around 6:00 AM, peaking at 8:00 AM (721 vehicles/hour).
- Mid-day volume remains consistent between 10:00 AM–3:00 PM.
- Daily volumes spike at 4:00 PM with 1,032 vehicles/hour recorded.

These higher vehicle volume trends align with school zone hours and after-school/recreation schedules, reinforcing the importance of enforcement and signage.

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5. Speed & Volume Observations

- **March 6 – March 12, 2025 (6 days, Parkview Dr. Southbound):** 11,284 total vehicles; 7 vehicles recorded above 36 mph (**0.06%**); highest violator speed 51 mph.

Key Observation:

> **85th Percentile Speed:** Speeding problems are typically identified by an 85th Percentile Speed at least 5 mph above the posted speed limit. Parkview Drive's 85th Percentile Speed is below that range at 31 mph. This area should continue to have speed mitigation strategies applied to ensure speeds over time remain below that 5 mph level.

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6. Recommendations

A. School Zone & Crosswalk Enhancements

- Upgrade crosswalk flashing lights and repaint school zone markings.
- Add raised crosswalks with in-ground lighting to reinforce pedestrian visibility.

B. Enforcement Priorities

- Prioritize patrols between the hours of 6:30–9:00 AM and 2:30–6:00 PM.
- Add temporary signage reminding drivers of active crosswalk and recreation traffic.

C. Community Outreach

- Distribute back-to-school safety flyers for families.
- Host community safety demo events at Independence Park.
- **Trail Crossing Enhancements:** On the trail running along Park Lane and down through Durango, the Town is adding bollards where the trail crosses Durango Drive mid block. These bollards are intended to slow down children and improve safety at this high-use crossing. This area should be monitored for pedestrian compliance and may be an appropriate location for crosswalk flashers as a primary use is for elementary and middle school students.

7. Conclusion

Parkview Drive experiences consistent, high traffic volume tied to school schedules and park access. Despite high overall compliance, concentrated enforcement and refreshed infrastructure will significantly reduce risk during critical hours for pedestrians and students.

Traffic Safety Recommendation Document

Prepared by: Traffic Safety Working Group

Purpose

This document provides recommendations for improving roadway and pedestrian safety in the Town of Trophy Club, focusing on Bobcat Boulevard, Indian Creek, Parkview Drive, Trophy Club Drive, and Trophy Park. The recommendations are based on recent traffic studies, compliance reports, and accident assessments.

Key Recommendations:

1. Street Lighting Enhancements

- Bobcat Boulevard: Install high-lumen LED streetlights along the corridor, especially at and near school crosswalks. Current deficiencies reduce pedestrian and cyclist visibility.
- Parkview Drive (School Zone): Add new LED streetlights along the stretch from Bobcat Boulevard to the front of Beck Elementary to improve crosswalk visibility during school dismissal hours when traffic volumes peak (over 1,000 vehicles per hour) and use of Independence Park peaks.
- Trophy Club Drive: Enhance corridor lighting, especially near the intersection with Bobcat Blvd.

2. Cross Walk Safety Upgrades

- Install embedded roadway flashers at the following locations:
    - Bobcat Boulevard crosswalks near Byron Nelson High School.
    - Parkview Drive Crossings serving Beck Elementary, Medlin Middle School, and Independence Park.
    - Trophy Club Drive crossings at high-pedestrian areas (especially near community access points at Durango Drive, Lilyfield, Bobcat Boulevard, and Trophy Park.
- Future Trophy Park Crosswalk: Upon completion of sidewalk connections to Balmoral, install a crosswalk with embedded flasher at Freedom Dog Park.
- Paint crosswalks mid-block at Indian Creek (across from the park), Trophy Park Drive, and Annandale with appropriate crosswalk signage.

3. Roadway Markings and Detection Technology

- Upgrade pavement markings with reflective thermoplastic paint on Bobcat Blvd, Parkview Dr, Trophy Club Dr, Indian Creek and Trophy Park to:

- Improve crosswalk visibility and add golf cart crossings.
- Support vehicle road detection technology.
- Enhance safety during low-light and wet conditions.

- Refresh roadway striping and lane guidance where fading is visible.

Proposed Ordinance Changes:

1. Golf Carts

- Require seatbelts for all occupants of golf carts operating on public roadways.
- Require child safety seats for passengers under the age of 8 years old, consistent with Texas child restraint laws.
- Prohibit operation of golf carts when minors are onboard unless seatbelts and child restraints are properly used.
- Strengthen penalties for violations, including fines and potential suspension of golf cart sticker.

2. Micromobility Devices:

Modeled after the town of Flower Mound's Ordinance No. 15-25, Trophy Club should adopt the following provisions.

- Define micromobility devices to include scooters, skateboards, hoverboards, segways, and similar devices not exceeding 28 miles per hour.
- Require helmets for all riders under 14 years of age.
- Require nighttime safety equipment: a white front lamp visible at 500 feet and a red rear reflector or lamp.
- Prohibit the use of handheld electronic devices while the micromobility device is in operation.
- Prohibit the use of headphones or devices that impair hearing
- Require operators to yield to pedestrians and provide audible warnings when passing.
- Establish penalties up to $50 for a first offense, with the option of a safety course in lieu of fine, and up to $100 for repeat offenses.

3. Enforcement and Education

- Enforcement led by the Trophy Club Police Department with an emphasized focus on school zones, parks, and high traffic corridors.
- To encourage compliance, the Town of Trophy Club should develop a public education campaign including:
    - Safety workshops in partnership with Northwest Independent School District (NISD).
    - Public outreach on proper golf cart and micromobility use.
    - Incorporating traffic safety messaging into Trophy Club communication channels.

TOWN OF TROPHY CLUB

Atmos Energy Donation

Trophy Club Fire Department

Grant Request

- The Trophy Club Fire Department (TCFD) has submitted a grant request to Atmos Energy Corporation in the amount of $1,500 to support the purchase of two Sensit HXG-2d single-gas detectors.
- These detectors are essential tools that aid in the safe and effective response to natural gas-related emergencies.

Incident Response

- Over the past four years, TCFD has responded to 66 gas-related incidents within the community, highlighting the ongoing need for reliable gas detection equipment.
- This funding will allow TCFD to expand our capabilities by placing additional detectors on frontline apparatus.

Partnership

We deeply value our continued partnership with Atmos Energy and sincerely thank them for their ongoing support in helping us keep our community safe.

Town of Trophy Club

Supporting Our Heroes & Winter Weather Preparation

October 13, 2025

ATMOS energy

Fueling **Safe and Thriving** Communities.

Fueling **bright minds and healthy futures** for our kids.

We believe in making a difference in the lives of children by collaborating with local school districts and education foundations to offer nutritious meals and provide resources to help children read at grade level by third grade.

Fueling **honor and thanks** for our community heroes.

We believe in showing our respect and gratitude to firefighters, police officers, medical teams, other first responders and teachers by providing free meals and support throughout the year for our hometown heroes.

Fueling **hope and growth** for our neighbors.

We believe in supporting our communities through programs that help eligible customers stay warm with financial assistance to pay their gas bill and upgrade their homes. We proudly support United Way, The Salvation Army and other local community welfare organizations.

Learn more at atmosenergy.com

ATMOS energy.

Departments can ask or apply for support from Atmos:

- Via our Contribution form online
- Visiting with your Manager of Public Affairs

Winter Weather 2025-2026

It's time to
WARM UP FOR WINTER!

This time of year is especially busy: the kids are back in school, holiday plans are coming together, and fantasy football dominates the water cooler conversation. Next thing you know, it will be time to eat turkey and decorate the house as we give thanks and celebrate with family and friends. Yet even amidst such a flurry of autumn activity, it is equally important to remember that winter weather is right around the corner.

Natural gas safety is a partnership, so Atmos Energy is pleased to offer the Winter Warm-Up Checklist as a quick and easy way to prepare your household for winter.

Winter Warm-Up Checklist

✓ **Confirm** your natural gas service is active.
- If your natural gas account lapsed for any reason and you need to reconnect service, contact Atmos Energy now to schedule an appointment – before cold weather sets in. Our customer service team is available at 888.286.6700, Monday through Friday from 7 a.m. to 6 p.m. Central, or visit the Account Center at **atmosenergy.com/AccountCenter.**

✓ **Activate** text alerts.
- Opt in to receive important updates related to your natural gas service. Sign up in the Account Center under Notification Preferences.

✓ **Save** money and energy.
- Even though natural gas is 3.5 times more affordable than electricity, increased usage during periods of extreme cold will lead to higher bills. When the temperature plunges, consider implementing conservation tips, where safe to do so.
- Atmos Energy offers rebates for high-efficiency natural gas appliances, energy-saving devices, and weatherization upgrades for customers in Colorado, Louisiana, Mississippi, and parts of Texas. Visit www.atmosenergy.com/rebates for details.

✓ **Follow** winter safety tips.
- In most states, except Kansas, you are responsible for any natural gas piping on your property from our gas meter to your house or business.* As the owner of your home's gas piping and appliances, it's your responsibility to schedule regular inspections and maintenance.
- Always operate and maintain your natural gas appliances according to the manufacturer's instructions to help keep your home safe and to improve energy efficiency,
- Make sure smoke detectors and carbon monoxide (CO) alarms are in working condition.
- Make sure snow and ice from your roof does not land on or bury your gas meter.
- Find these and more winter safety tips on our website.

When the forecast calls for extreme cold to arrive, Atmos Energy will closely monitor the weather and stage qualified, well-trained employees across our system. We will communicate updates with our customers via text alerts and our social media pages. For continued safety and weather preparedness information, visit **atmosenergy.com/winter.**

If you smell gas…

SMELL GAS? ACT FAST!

Natural gas in its original form has no smell or color. That's why we add a "rotten egg" or skunk-like odor, that gas is known for, to make you aware if gas is leaking.

IF YOU EVER SMELL NATURAL GAS, LEAVE THE AREA IMMEDIATELY AND TELL OTHERS TO LEAVE, TOO.

- **LEAVE** the area immediately.
- **CALL** 911 and Atmos Energy at our toll-free emergency number 866.322.8667 from a safe distance.
- **DO NOT** turn on or off any electric switch; this could cause a spark, igniting the gas.
- **DO NOT** use a cell phone, telephone, garage door opener, doorbell or even a flashlight.
- **DO NOT** smoke, use a lighter, or strike a match.
- **DO NOT** start or stop a nearby vehicle or machinery.
- **DO NOT** try to shut off a natural gas valve.

Questions/Discussion

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Tammy Dixon, Town Secretary
AGENDA ITEM: Consider approval of the September 22, 2025, Regular Meeting minutes, the September 22, 2025, Joint Work Session minutes with the Economic Development Corporation, and the September 24, 2025, Work Session minutes of the Town Council.

BACKGROUND/SUMMARY: The Town Council held a Joint Work Session with the Economic Development Corporation (EDC) on September 22, 2025, followed by a regular Town Council Meeting. The Town Council also held a work session on September 24, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Minutes Joint WS TC EDC 09.22.2025
2. Minutes Regular Meeting 09.22.2025
3. Minutes WS 09.24.2025

ACTIONS/OPTIONS:
Move to approve the September 22, 2025, Regular Meeting minutes, the September 22, 2025, Joint Work Session minutes with the Economic Development Corporation, and the September 24, 2025, Work Session minutes of the Town Council.

Town of Trophy Club
Joint Work Session Town Council and Parks & Recreation Board
Meeting Minutes – September 22, 2025, 6:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

Mayor Tiffany called the work session to order at 6:00 p.m. and the Economic Development Corporation Board (EDC) at 6:23 p.m. after a quorum of the EDC was established.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Rhylan Rowe, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Garry Ash, Council Member Place 5
Steve Flynn, Council Member Place 6

ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBERS PRESENT

James Calaway, Secretary
Greg Fox (*arrived at 6:23 p.m.*)
Scott Hinshaw
Joseph Longo

ECONOMIC DEVELOPMENT CORPORATION BOARD MEMBERS ABSENT

Teri Addington, President
Allan Pedersen
Garrett Wallace

STAFF MEMBERS PRESENT

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

WORK SESSION ITEM

1. Presentation and discussion on the small area plan for The Grove at TC. (Tamara Smith, Assistant to the Town Manager).

Town Manager Brandon Wright presented background on the Small Area Plan for The Grove at Trophy Club, including its guiding principles—community space, connectivity, thriving businesses, and flexibility for future development. The discussion emphasized creating a vibrant mixed-use hub while maintaining adaptability for developers.

Council and EDC members generally agreed the plan should remain broad enough to guide development without restricting private sector proposals. Feedback emphasized:

- Avoiding multifamily rental housing, with any residential component limited to owner-occupied units.
- Ensuring that green space is thoughtfully integrated into commercial development rather than designated as large stand-alone amenities.
- Maintaining flexibility so the plan serves as a vision and marketing tool to attract developers, rather than a prescriptive site layout.
- Addressing long-term challenges such as parking and connectivity.

Mayor Tiffany invited public comment. The following residents spoke on potential impacts to adjacent neighborhoods, including building height, buffering, and traffic:

Richard Beaty, 18 Hillcrest Court
Jan Beaty, 18 Hillcrest Court
Mike Evans, 20 Hillcrest Court

Based on the discussion, staff will revise the draft Small Area Plan to clarify that any residential within mixed-use development must be owner-occupied, ensure references to green space reflect thoughtful integration into commercial opportunities, and maintain the plan as a flexible vision and marketing tool to guide future development.

ADJOURNMENT

Mayor Tiffany adjourned the work session at 7:00 p.m.

_____
Jeannette Tiffany, Mayor

Attest:

_____
Tammy Dixon, Town Secretary

_____
Teri Addington, President

Attest:

_____
Tammy Dixon, Town Secretary

Town of Trophy Club
Town Council Regular Meeting
Meeting Minutes – September 22, 2025, 7:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:07 p.m.

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Rhylan Rowe, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Garry Ash, Council Member Place 5
Steve Flynn, Council Member Place 6

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Chase Ellis, Director of Parks and Recreation
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
April Duvall, Director of Finance
Patrick Arata, Police Chief *(arrived at 7:00 p.m.)*
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager

INVOCATION

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

PLEDGES

Mayor Tiffany led the Pledge of Allegiance to the American and Texas Flags.

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

1. John Donnelly - Trophy Club Resident

Trophy Club resident, John Donnelly, shared his experience climbing Mount Kilimanjaro, describing training in Trophy Club, his journey, and lessons learned. Council Member Gary Ash briefly described his own recent climb of Mount Fuji.

2. Working for You... Trophy Club

a) Update from Town Council Members

Council Member Sheridan spoke of the Town's expenses related to Council Member Bauer.

Council Member Flynn announced the Town's official designation signed by the Governor designating Trophy Club as the "Texas Town of Patriotism" a ten-year recognition.

Mayor Tiffany reported on the progress of the pickleball courts at Harmony Park. She also praised family activity in the community.

b) Update from Town Manager (Brandon Wright, Town Manager)

Town Manager Wright provided the following update:

Pickleball Courts at Harmony Park: Construction remains on schedule with a projected completion date of November 1, 2025. A ribbon cutting is planned for early November.

Community Pool Project: A groundbreaking ceremony will be held on Friday, September 26, 2025, at 9:30 a.m. at the community pool site. Council and the public are invited to attend.

Can-Am Utility Demo Experience: The Town, in partnership with Can-Am, will host the 2025 Utility Demo Experience at Trophy Club Park on September 26–27, 2025. Guests may register for demo rides of Can-Am Defender and Outlander models. ATV tracks will be closed beginning September 24 for event setup and on September 25 for a dealership-only event.

Fright Lights Contest: The Trophy Club Fright Lights contest will return with creative yard displays, lighting, and spooky features. Details are available at trophyclub.org.

Pet Fest: Scheduled for Saturday, October 4, 2025, at Freedom Dog Park, this event will bring pets and owners together for a family-friendly day.

National Night Out: To be held on Tuesday, October 7, 2025, at Independence Park. Residents are encouraged to participate by turning on their lights, hosting block parties, and registering events with the Police Department.

Upcoming Meetings & Events

- Town Council Work Session – Wednesday, September 24, 2025, at 6:00 p.m. to review Appointments Committee recommendations.

- Citizen Academy – Begins September 29, 2025.

c) Quick Civic Tip (Dean Roggia, Town Attorney)

Town Attorney Dean Roggia provided an overview of Town Attorney Roggia reported that recent changes to state law increased the procurement threshold from $50,000 to $100,000 without competitive bidding. He noted that many agenda items use cooperative purchasing agreements or interlocal contracts, which allow the Town to benefit from bids already conducted by other entities.

CONSENT AGENDA

3. Consider approval of the September 8, 2025, Town Council work session and regular meeting minutes.(Tammy Dixon, Town Secretary)

4. Consider authorizing the Town Manager to negotiate and execute a five-year contract with Motorola in the amount of $298,998.50 for police body cameras and in-car video systems with software and video storage. (Patrick Arata, Chief of Police)

5. Consider authorizing the Town Manager to negotiate and execute a 5-year contract with Axon in the amount of $119,590.80 for Police Department Taser 10 conducted energy weapons, training, software, and support. (Patrick Arata, Chief of Police)

6. Consider authorizing the Town Manager to negotiate and execute a purchase contract with BMW Motorcycle of North Dallas for the purchase of a BMW R1250 RT-P police motorcycle in the amount of $40,726.99. (Patrick Arata, Chief of Police)

7. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Classic Chevrolet for the purchase of two Police Department vehicles in the amount of $116,437.49. (Patrick Arata, Chief of Police)

8. Consider authorizing the Town Manager to negotiate and execute a purchase contract with SupplyCore for the purchase of Modular Vehicle Barriers in the amount of $158,204.10. (Patrick Arata, Chief of Police)

9. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Stolz Telecom for the purchase of police emergency equipment to

outfit a new Chevrolet K9 response unit in the amount of $41,283.98. (Patrick Arata, Chief of Police)

10. Consider ratifying the Town Manager's execution of a contract with H&G Systems for the emergency purchase and installation of a replacement RTU HVAC system at Town Hall in the amount of $75,398. (Matt Cox, Director of Community Development)

11. Consider authorizing the Town Manager to negotiate and execute an amendment to a purchase agreement with PVS DX, Inc. for the purchase of water treatment chemicals for the Community Pool in the total amount of $25,496.86. (Chase Ellis, Director of Parks & Recreation)

12. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with SiteOne Landscape Supply Holding, LLC for the purchase of irrigation and landscaping supplies in the amount of $40,000. (Chase Ellis, Director of Parks & Recreation)

13. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with PVS DX, Inc. for water treatment chemicals in the not-to-exceed amount of $30,000. (Chase Ellis, Director of Parks & Recreation)

14. Consider an ordinance of the Town of Trophy Club, Texas amending Ordinance 2013-23 relating to the composition of the Board of Directors for the Reinvestment Zone Number One (TIRZ No. 1). (Tammy Dixon, Town Secretary). The caption reads as follows:

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS; AMENDING ORDINANCE NO. 2013-23 RELATING TO THE COMPOSITION OF THE BOARD OF DIRECTORS FOR REINVESTMENT ZONE NUMBER ONE, TOWN OF TROPHY CLUB, TEXAS (TIRZ NO. 1); PROVIDING FOR THE APPOINTMENT OF BOARD MEMBERS TO INCLUDE THE MEMBERS OF THE ECONOMIC DEVELOPMENT CORPORATION AND ONE MEMBER TO BE APPOINTED BY TARRANT COUNTY, IF EXERCISED BY THE COUNTY; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

15. Consider Amendment No. 2 to the participation agreement between the Town of Trophy Club and Tarrant County for Tax Increment Reinvestment Zone Number One (TIRZ No. 1). (Tammy Dixon, Town Secretary)

16. Consider a resolution of the Town of Trophy Club, Texas finding that Oncor Electric Delivery Company LLC's application to change rates within the Town should be denied. (Brandon Wright, Town Manager.) The caption reads as follows:

RESOLUTION NO. 2025-20

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE TOWN SHOULD BE DENIED; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL

Council Member Flynn moved to approve Consent Items 3-16. Council Member Beach seconded the motion.

VOTE ON MOTION
AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

Mayor Tiffany recognized Trophy Club resident Shelby Sullivan, a college student in attendance to observe the meeting as part of her government class.

INDIVIDUAL ITEMS

17. Conduct a public hearing and consider an ordinance accepting and approving an update of the Service and Assessment Plan and an updated Assessment Roll for the Town of Trophy Club Public Improvement District No. 1 (PID) in compliance with Chapter 372 Public Improvement District Assessment Act of the Texas Local Government Code. (April Duvall, Director of Finance)

Conduct Public Hearing

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

April Duval, Director of Finance, presented the item.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:33 p.m.

Consider Ordinance Approval

Mayor Pro Tem Rowe moved to approve Ordinance No. 2025-30 accepting and approving an update of the Service and Assessment Plan and an updated Assessment Roll for the Town of Trophy Club Public Improvement District No. 1 (PID). Council Member Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-30

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE TOWN OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 ("PID") IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE AND ASSESSMENT PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE PID ATTACHED AS EXHIBIT "A" HERETO; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION
AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

18. Conduct a public hearing and consider an ordinance finding that annual special assessments for emergency services in Public Improvement District No. 1 (The Highlands at Trophy Club) no longer provide a special benefit to the property; providing that no further levy of assessments for emergency services will be made in accordance with Chapter 372 of the Texas Local Government Code; repealing the Service and Assessment Plan; and providing an effective date. (April Duvall, Director of Finance)

Conduct Public Hearing

Mayor Tiffany opened the public hearing at 7:34 p.m.

April Duval, Director of Finance, presented the item.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:35 p.m.

Consider Ordinance Approval

Mayor Pro Tem Rowe moved to approve Ordinance No. 2025-31 finding that annual special assessments for emergency services in Public Improvement District No. 1 (The Highlands at Trophy Club) no longer provide a special benefit to the property; providing that no further levy of assessments for emergency services will be made in accordance with Chapter 372 of the Texas Local Government Code. Council Member Beach seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-31

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, FINDING THAT ANNUAL SPECIAL ASSESSMENTS (THE

"ASSESSMENTS") FOR EMERGENCY SERVICES ("EMERGENCY SERVICES") COMPRISING THE AUTHORIZED SERVICES NO LONGER PROVIDE A SPECIAL BENEFIT TO THE PROPERTY IN THE TOWN OF TROPHY CLUB PUBLIC IMPROVEMENT DISTRICT NO. 1 (THE HIGHLANDS AT TROPHY CLUB) (THE "DISTRICT"); PROVIDING THAT THERE SHALL BE NO LEVY OF ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT FOR EMERGENCY SERVICES IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; REPEALING THE SERVICE AND ASSESSMENT PLAN; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
VOTE ON MOTION

VOTE ON MOTION
AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

19. Conduct a public hearing and consider an ordinance amending Sections 14.02.052, "Definitions," Section 14.02.103, "Use Table," and Division 5, "Supplementary District Regulations," of Article 2, "Zoning Ordinance," of Chapter 14, "Zoning," of the Code of Ordinances, Town of Trophy Club, Texas, by updating regulations pertaining to Nursing Facilities, Assisted Living Facilities, and Community Homes and establishing for the registration of such operations. (Tamara Smith, Assistant to the Town Manager)

Conduct Public Hearing

Mayor Tiffany opened the public hearing at 7:37 p.m.

Tamara Smith, Assistant to the Town Manager, presented the proposed ordinance on permitting senior group homes and boarding homes, noting it incorporates feedback from workshops, joint board sessions, and resident input. Key provisions address parking, compliance with subdivision and zoning regulations, inspection and violation protocols, community notification, state-mandated distance requirements, and disposal of trash and medical waste. The ordinance also includes a fee schedule for applications, inspections, and legal or consultant review, with public education to follow through a dedicated webpage.

Michael Biggs, Chairman of the Planning and Zoning Commission, advised that the Commission held a public hearing on this item on September 4 and recommended approval by a vote of 5–1.

The following spoke during public comment:

- Pat Keefer, Fresh Meadow
- Sara Miniatas, 248 Oake Hill Drive

Mayor Tiffany closed the public hearing at 7:49 p.m.

Consider Ordinance

Council members asked clarifying questions regarding the ordinance language, including definitions under state law, application to planned developments, and use table consistency. Staff explained that reasonable accommodation requirements are governed by federal law and will be administered through internal policies, with accommodations evaluated on a case-by-case basis. Questions were also raised about the ability to regulate assisted living facilities, community homes, and garage conversions, with staff noting such requests would be subject to state law and reasonable accommodation standards.

Council members also expressed concern about the Town's limited authority under state law, particularly related to siting commercial operations in residential areas, but emphasized the importance of protecting neighborhoods to the fullest extent allowed. Parking enforcement was noted as an ongoing challenge, though staff confirmed violations will be addressed where possible. Council and staff acknowledged the extensive effort by P&Z, staff, and residents to refine the ordinance and incorporate community input.

Council Member Sheridan moved to approve Ordinance No. 2025-32 amending Sections 14.02.052, "Definitions," Section 14.02.103, "Use Table," and Division 5, "Supplementary District Regulations," of Article 2, "Zoning Ordinance," of Chapter 14, "Zoning," of the Code of Ordinances, Town of Trophy Club, Texas, by updating regulations pertaining to Nursing Facilities, Assisted Living Facilities, and Community Homes and establishing for the registration of such operations with an addition of a note added to the use table. Council Member Flynn seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-32

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SECTION 14.02.052, "DEFINITIONS," SECTION 14.02.103, "USE TABLE," AND DIVISION 5, "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE 2, "ZONING ORDINANCE," OF CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, BY UPDATING REGULATIONS PERTAINING TO NURSING FACILITIES, ASSISTED LIVING FACILITIES, AND COMMUNITY HOMES AND ESTABLISHING FOR THE REGISTRATION OF SUCH OPERATIONS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION
AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

20. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Olsson, Inc. for gateway, water tower, and wayfinding signage design in a not-to-exceed amount of $111,300. (Tamara Smith, Assistant to the Town Manager)

Ms. Smith presented the FY 2025–26 initiative to develop a wayfinding and signage package to enhance the Town's brand and gateways. Following an RFP and review process, Olsson, Inc. was recommended as consultant for design services at a cost not to exceed $111,300, funded through the hotel occupancy tax fund. The agreement covers design concepts only, with community input to be included before final implementation.

Council Member Beach moved to authorize the Town Manager to negotiate and execute a professional services agreement with Olsson, Inc. for gateway, water tower, and wayfinding signage design in a not-to-exceed amount of $111,300. Council Member Ash seconded the motion.

VOTE ON MOTION
AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

ADJOURNMENT

Mayor Tiffany adjourned the regular meeting at 8:08 p.m.

_____
Jeannette Tiffany, Mayor

Attest:

_____
Tammy Dixon, Town Secretary

Town of Trophy Club
Town Council Work Session
Meeting Minutes – September 24, 2025, 6:00 p.m.
EOC Room, 1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL REGULAR MEETING TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Rhylan Rowe, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Garry Ash, Council Member Place 5
Steve Flynn, Council Member Place 6

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney

PUBLIC COMMENTS

There were none.

WORK SESSION ITEM

1. Discussion on appointments of members to the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment.

Mayor Tiffany provided an overview of the Boards and Commission process and Town Secretary Dixon provided an overview of the Town's Boards and Commissions website page and portal.

Mayor Tiffany reported that the Appointments Committee, comprised of herself and Council Members Ash and Beach, interviewed 35 applicants between July 16 and September 19 for 33 open positions on Boards, Commissions, and Corporations. She noted that recommendations were developed and included Chair and Vice Chair designations where appropriate. A review and discussion were held on each individual board, and the Town Council reached consensus to consider the appointments at the October 13th meeting.

ADJOURNMENT

Mayor Tiffany adjourned the regular meeting at 6:42 p.m.

_____
Jeannette Tiffany, Mayor

Attest:

_____
Tammy Dixon, Town Secretary

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: April Duvall, Director of Finance
AGENDA ITEM: Consider an ordinance amending the FY 2025 Budget, allocating funding to the General Fund budget for additional expenditures and revenues associated with the CWD contract, effective June 1, 2025. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The attached budget amendment represents the third 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 related to the new Community Waste Disposal contract implemented in June 2025:

General Fund

- **Revenues:** Increase by $310,000, from $16,490,370 to $16,800,370.
- **Expenditures:** Increase by $300,000, from $16,555,294 to $16,855,294.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: This budget amendment will increase General Fund revenues by $310,000 and increase General Fund expenditures by $300,000. Additional costs associated with the CWD contract are offset by additional solid waste fees collected from Trophy Club residents.

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

ATTACHMENTS:

1. Ordinance
2. Exhibit A: Town of Trophy Club Budget Amendment No. 3

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance amending the FY 2025 Budget, allocating funding to the General Fund budget for additional expenditures and revenues associated with the CWD contract, effective June 1, 2025.

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, AND AS AMENDED BY ORDINANCE NO. 2025-13 AND BY ORDINANCE NO. 2025-18, 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, the Annual Budget was amended by Ordinance No. 2025-13 on April 28, 2025 and by Ordinance No. 2025-18 on May 12, 2025; 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 of Trophy Club for the fiscal year beginning October 1, 2024, and ending September 30, 2025, as adopted by Ordinance No. 2024-21 and amended by Ordinance No. 2025-13 and Ordinance No. 2025-18, is hereby further amended to authorize adjustments to the General Fund. These adjustments include expenditures for the Facilities department, as detailed in Exhibit "A," which is attached hereto and incorporated herein by reference. 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 13th day of October, 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. 3

FY25 BUDGET AMENDMENT #3:

Department	Line Item	Line Item Description		Budget Total	Recommended Change	Amended Budget
Section 1						
Revenue						
	01-000-41250	*Refuse Franchise*		*$ (153,000)*	*$ (10,000)*	*$ (163,000)*
	01-000-43250	*Refuse - Charges for Service*		*$ (1,000,000)*	*$ (300,000)*	*$ (1,300,000)*
		Total Facilities:		***$ (1,153,000)***	***$ (310,000)***	***$ (1,463,000)***
Expense						
	01-710-83650	*Professional Outside Services - CWD Contract*		*$ 1,000,000*	*$ 300,000*	*$ 1,300,000*
		Total Facilities:		***$ 1,000,000***	***$ 300,000***	***$ 1,300,000***
Total Increase/Decrease:					***$ (10,000)***	

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: April Duvall, Director of Finance
AGENDA ITEM: Consider an ordinance amending the FY 2026 Budget, allocating funding to the Capital Replacement Fund for the purchase of a replacement HVAC system at Town Hall. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The attached budget amendment represents the first proposed adjustment to the FY 2026 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 2026 Budget related to the emergency purchase of a replacement HVAC system at Town Hall:

- **Capital Replacement Fund (Facilities)**
    - **Expenditures:** Increase by $76,000, from $0 to $76,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: This change will result in an overall increase of $76,000 to the Capital Replacement Fund budget.

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

ATTACHMENTS:
1. Ordinance
2. Exhibit A: Town of Trophy Club Budget Amendment No. 1

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to approve the ordinance amending the FY 2026 Budget, allocating funding to the Capital Replacement Fund for the purchase of a replacement HVAC system at Town Hall.

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, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 2025-27, BY PROVIDING FOR ADJUSTMENTS TO THE CAPITAL PROJECTS 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, 2025, and ending on September 30, 2026 (the "Annual Budget"); and

WHEREAS, the Annual Budget was adopted by Ordinance No. 2025-27 on September 08, 2025; 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, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 2025-27, is hereby amended to provide for adjustments to the Capital Projects 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 13th day of October, 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

FY26 BUDGET AMENDMENT #1:

Department	Line Item	Line Item Description		Budget Total	Recommended Change	Amended Budget
Section 1						
Capital Replacement						
	35-710-83650	*Capital Replacement - Facilities*		*$ -*	*$ 76,000*	*$ 76,000*
		Total Capital Improvement - Facilities:		***$ -***	***$ 76,000***	***$ 76,000***
Total Expenditure Increase					***$ 76,000***	

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: April Duvall, Director of Finance
AGENDA ITEM: Consider an ordinance repealing Section A1.014 Water and Wastewater Fees for Public Improvement District No. 1 of Article A1.000 General Provisions or Appendix A Fee Schedule of the Code of Ordinances. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

On October 14, 2024, the Town Council approved Resolution No. 2024-21, authorizing the expansion of the boundaries of the Trophy Club Municipal Utility District No. 1 (District). With the adoption of this resolution, all properties within the expanded area are now subject to the water and wastewater rates established by the District.

As a result, Section A1.014 of Article A1.000 of Appendix A – Fee Schedule of the Town's Code of Ordinances, which sets forth separate water and wastewater fees for Public Improvement District No. 1, is no longer applicable. The attached ordinance repeals this section to align the Town's Code with the expanded service area of the District.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Repealing Section A1.014 will not have any fiscal impact on the Town. With the expansion of the District boundaries under Resolution No. 2024-21, the District is responsible for establishing and collecting all water and wastewater service fees within the expanded area. Accordingly, the Town is no longer required to assess the fees previously outlined in the Code of Ordinances for Public Improvement District No. 1. This action eliminates an outdated provision and aligns the Town's ordinances with current service responsibilities.

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 repealing Section

A1.014 Water and Wastewater Fees for Public Improvement District No. 1 of Article A1.000 General Provisions or Appendix A Fee Schedule of the Code of Ordinances.

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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING 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 THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; 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 Town Council previously adopted water and wastewater fees for the Trophy Club Public Improvement District No. 1, codified in Section A1.014 of the Code of Ordinances, Town of Trophy Club, Texas (the "Code"); and

WHEREAS, on October 14th, 2024, the Town approved Resolution No. 2024-21, which authorized expansion of the boundaries of Trophy Club Municipal Utility District No. 1 (the "MUD"), to include the entire corporate limits of the Town; and

WHEREAS, on October 16th, 2024, the MUD approved Resolution No. 2024-1016, accepting the Town's consent to expand its boundaries to include the entire corporate limits of the Town; and

WHEREAS, after the expansion of the MUD's boundaries, Section A1.014 of the Code is no longer necessary and the Town Council now desires to repeal Section A1.014 in its entirety.

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

SECTION 1.

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

SECTION 2.

Section A1.014, Article A1.000, Appendix A of the Code of Ordinances, Town of Trophy Club, Texas, is hereby repealed in its entirety.

SECTION 3.

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.

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

SECTION 5.

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that 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 6.

This Ordinance shall take effect from and after its date of passage in accordance with law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 13th day of October, 2025.

_____
Jeannette Tiffany, Mayor

ATTEST:

_____
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

_____
Dean Roggia, Town Attorney

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Matt Cox, Director of Community Development
AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase and services agreement with Design A Sign, LLC to upgrade the Town of Trophy Club's crosswalk signal software and hardware system, and to purchase 34 LED-enhanced school crossing signs in the amount of $86,150. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town of Trophy Club currently maintains multiple pedestrian crosswalk signal systems throughout the community to enhance pedestrian and school zone safety. To ensure continued functionality, improved visibility, and compliance with current standards, staff recommends upgrades to the crosswalk signal software and hardware system, along with the purchase of LED-enhanced school crossing signs.

The following crosswalk system upgrades are included in the purchase agreement with Design A Sign, LLC:

- 18 solar rectangular rapid flashing beacons (RRFBs) with confirmation lights (banding mount).
- 28 D/C panels for use with Polara INX push-button controls.
- 28 accessible pedestrian signal (APS) push button stations (9"x12", black/black).
- 2 battery cabinets with U-bolt mounts, with an additional contingency for replacement parts such as taller poles, high-capacity batteries, or solar panels if needed.

The total cost for the crosswalk system upgrades is $65,478 under TIPS Cooperative Contract #24010401.

In addition to the signal upgrades, staff recommends the purchase of 34 LED-enhanced school crossing signs. Each 30" fluorescent yellow-green sign is fitted with LED lights around the border for increased visibility during school zone hours. These signs are powered by the push-button control cabinets and are quoted at a total of $20,672, also under TIPS Cooperative Contract #24010401.

The combined cost for the crosswalk signal upgrades and LED-enhanced school crossing signs is $86,150. This project will provide consistent, highly visible pedestrian and school crossing safety features throughout the Town, supporting both resident and student safety. This project advances several Town priorities identified in the Strategic Plan (2025–2030) and the FY 2026 Business Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the crosswalk signal upgrades and LED school crossing signs is available in the Streets Maintenance Sales Tax Fund in the FY 2026 Budget.

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

ATTACHMENTS:
1. Crosswalk Signals Quote
2. LED School Signs Quote
3. Design A Sign - TIPS Contract

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase and services agreement with Design A Sign, LLC to upgrade the Town of Trophy Club's crosswalk signal software and hardware system, and to purchase 34 LED-enhanced school crossing signs in the amount of $86,150.

Name Matt Cox
Agency Trophy Club
Email Address mcox@trophyclub.org

DESIGN A SIGN, LLC

DAS9-10-25 Ped crossing upgrades

9/9/2025
9:10:22 PM
Quote By: Alonzo Carrasco
(817)247-6336

TIPS Coop Contract # 24010401

Part #s	Description	Qty	Unit Price	Total Price
PNS10-503661DCB	Single Solar RRFB W/ Confirmation Light (Banding Mount)	18	$ 950.00	$ 17,100.00
PNS10-503333UB	One Battery Cabinet Cabinet Only + Ubolt Mount	2	$ 975.00	$ 1,950.00
PNS10-501506A	D/C Panel for use with Polara INX Pushbutton	28	$ 737.00	$ 20,636.00
87-iNX9WN0-B	9X12 APS Push Button Station Black/Black	28	$ 564.00	$ 15,792.00
Contingency equipment	Replacement equipment that may be needed to operate with upgardes if existing equpment isn't compatible with new controls. Taller sign poles, High capacity batteries, or Solar panels.	1	$ 10,000.00	$ 10,000.00
			Total Before Tax	$ 65,478.00
			Sales Tax (if applicable)	$ -
			Shipping	
			Grand Total	**$ 65,478.00**

Notes

Equipment to upgrade existing School Ped crosswalk signals. New cabinets shouldn't be needed. 2 cabinets added to quote in case they are needed.

Name Matt Cox
Agency Trophy Club
Email Address mcox@trophyclub.org

DESIGN A SIGN, LLC

DAS9-10-25 Ped crossing LED signs

9/9/2025
9:02:34 PM
Quote By: Alonzo Carrasco
(817)247-6336

TIPS Coop Contract # 24010401

Part #s	Description	Qty	Unit Price	Total Price
S1-1 30 LED	LED enhanced School crossing sign w/ LEDs around border 30" yellow green	34	$ 608.00	$ 20,672.00
			Total Before Tax	$ 20,672.00
			Sales Tax (if applicable)	$ -
			Shipping	
			Grand Total	**$ 20,672.00**

Notes
LED enhanced signs are powered from the push button control cabinets

Printed 23 September 2025

Design A Sign Inc

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO		TIPS CONTACT	
ADDRESS	13409 County Road 511	NAME	Charlie Martin
CITY	Venus	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	76084	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

Overview

We make MUTCD compliant traffic signs, LED Flashing signs and solar flashing components, full color printed signage and banners. We also carry sign hardware, sign poles, decorative sign poles, traffic cones and caution flags.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
24010401	Trades, Labor, and Materials (NON JOC)	04/30/2029	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

24010401

Katherine Carrasco	Owner	(817) 402-7689	designasignpro@gmail.com
Alonzo Carrasco	Owner	(817) 217-5662	acarrasco.das@gmail.com

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Matt Cox, Director of Community Development
AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount not to exceed $64,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY:

The Community Development Department utilizes professional services provided by Bureau Veritas North America, Inc. (BVNA) to assist staff with commercial and residential building inspections and plan reviews. BVNA also supports staff in enforcing Title 25, Texas Administrative Code, Chapter 228, which regulates Trophy Club food establishments under the Texas Food Establishment Rules (TFER).

The Community Development Department engages BVNA on an on-call, as-needed basis throughout the year to provide specialized staff support as a cost-effective alternative to retaining additional personnel for these services. This agreement is an ongoing contract established in 2022 and remains in effect unless terminated by either party.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

The professional services agreement with Bureau Veritas North America, Inc., in an amount not to exceed $64,200, is included in the FY 2026 Community Development General Fund Budget. Within the total amount, $4,200 is allocated for plan reviews, $20,000 for health inspections, and $40,000 for building inspections.

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

ATTACHMENTS:
1. BVNA Agreement 2022

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount of not to exceed $64,200 for on-call third party plan reviews, health inspections, and building inspections.

BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 13th day of September, 2022, by and between Bureau Veritas North America, Inc., ("BVNA"), and the Town of Trophy Club, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other

health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. **Ownership of Documents:** All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. **Use of Data or Services:** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA's analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA's written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. **Independent Contractor:** It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client's employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. **Indemnity:** Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately caused by BVNA's negligent performance of services or breach of warranty under this Agreement.
BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. **Limitation of Liability:** To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as "BVNA") for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to $50,000 or the amount of the total fees hereunder, whichever is greater.

14. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.

b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage.

c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence.

d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. **Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. **Releases:** All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. **Waiver of Jury Trial:** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. **Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

Town of Trophy Club
Attn: Matt Cox
1 Trophy Wood Dr.
Trophy Club, TX 76262

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. **Confidential Information:** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. **Assignment:** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. **Non-Solicitation/Hiring of Employees:**

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. **Prevailing Wage:** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	**CLIENT**
Signature: Ty Chapman	Signature:
Name: Ty Chapman	Name: Alicia L. Fleury
Title: Director of Operations	Title: Mayor
Date: 9/30/22	Date: 9-13-22
Address: 1000 Jupiter Rd. #900 Plano Tx	Address: 1 Trophy Wood Dr
Telephone: 469 853 9803	Telephone: 682-237-2900
Email: ty.chapman@bureauveritas.com	Email:
DTQR Digitally signed by David Stanford	
Date Date: 2022.10.03 08:10:40 -05'00'	

ATTACHMENT A
SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
    a) Highway and street rights-of-way;
    b) Highway designations and street names;
    c) All major drainage ways;
    d) Major bodies of water;
    e) Block and lot lines for all platted subdivisions as available;
    f) Property lines within unplatted subdivisions as available;
    g) The width of all major utility easements;
    h) Railroad rights-of-way;
    i) All subdivisions and their names;
    j) Corporate limits;
    k) Other major facilities or features to include but not necessarily limited to:
        1. Major park and recreation areas and facilities;
        2. Water Treatment plants;
        3. Sewage Treatment plants;
        4. Extraterritorial jurisdiction line, as appropriate; and
        5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
    a) Standard,
    b) Minor Deteriorating,
    c) Major Deteriorating, and
    d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
    a) Vacant (vacant developed or vacant undeveloped);
    b) Agriculture (cultivated and range land - five or more acres);
    c) Residential (single family, two family, multi-family, manufactured and mobile homes);
    d) Commercial; (retail and services);
    e) Industrial; (light and heavy);
    f) Public and Semi-Public (schools, parks and public buildings); and
    g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
    a) Total acreage by use;
    b) Percentage of acreage in each land use;
    c) Acres per 100 persons, or other standard for comparison purposes; and
    d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
    a) Occupied dwelling units;
    b) Existing land use;
    c) Thoroughfares
    d) Existing and anticipated population;
    e) Soil characteristics as related to developments;
    f) Adequacy of public utilities;
    g) Adequacy of public facilities;
    h) Storm drainage problem areas;
    i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
- Development of the economy;
- Physical growth of the community;
- The relationship of the community to the region.

2. **Economic Base, “Barrier Analysis"**
   - BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
     a) Retail facilities;
     b) Wholesale facilities;
     c) Service facilities;
     d) Financial facilities;
     e) Manufacturing facilities;
     f) The physical facilities and rates for the following utilities and communication services:
        1. Electric;
        2. Water;
        3. Natural gas;
        4. Sewage and garbage disposal;
     g) Transportation;
     h) Quantity, quality and availability of raw materials;
     i) Labor supply by sex, industry, and skills;
     j) Available industrial sites and buildings to include:
        1. Location;
        2. Utility connections;
        3. Transportation;
        4. Availability.
   - BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
   - A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
     a) Cost Factors:
        1. Wage levels (g) Land/site costs
        2. Electricity costs (h) Local property taxes
        3. Fuel costs (i) Financing costs
        4. Water costs (j) State costs
        5. Sewer costs (k) Other(s), as appropriate
        6. Building costs

     b) Operating Condition Factors:
        1. Unskilled labor supply (k) Availability of air service
        2. Skilled labor (l) Vocational education facilities
        3. Productivity (m) Site availability
        4. Unionization (n) School facilities
        5. Labor-management relations (o) Medical services
        6. Electric power availability (p) Natural features, resources, geography, etc.
        7. Water and sewer availability (q) Others, such as, telecommunications,
        8. Gas availability aesthetics, community receptivity, laws,
        9. Common motor carrier service community organizations, debt, etc.
        10. Rail/freight service
     c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.

d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,
e) Determine whether the pattern of economic growth should be altered.
f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
  a) Public/private sector projects and their costs;
  b) Financing sources and incentives; and
  c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
  a) The existing land use of the Central Business District;
  b) Street rights-of-way and pavement widths, where applicable;
  c) Locations and condition of sidewalks, curbs and gutters;
  d) On and off-street parking;
  e) Condition of buildings;
  f) Location of traffic controls by types; and
  g) Traffic volumes and turning movements for major streets, where available;
  h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
  a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
  b) A ratio of existing and projected commercial acreage;
  c) A ratio of used and vacant commercial floor area in the central business district; and
  d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
  a) Improvement to facades and alleyways;
  b) Pedestrian walkways;
  c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
  d) Removal of obsolete buildings and overhead utility lines.

- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District
- Plan map(s) shall, as a minimum include but not necessarily be limited to:
    a) Any necessary rearrangement of land uses to improve compatibility;
    b) Any necessary building relocation or reorientation in order to improve their usefulness; and
    c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
    a) Rights-of-way widths, as available;
    b) Paving widths, types and condition of pavement;
    c) Curb and gutter and/or borrow (roadside) ditches;
    d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy–related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
    a) Peak hour and average daily traffic counts, where available;
    b) Right-of-way widths;
    c) Paving widths, types and condition of pavement;

d) Traffic control data;
e) Parking restrictions;
f) Curb and gutter;
g) Origin and destination information, where available;
h) Land use and traffic generator information;
i) Truck routes; and,
j) Emergency routes.

- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
  a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
  b) Circulation studies prepared previously; and
  c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
  a) Priorities;
  b) Estimated costs; and
  c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
  a) Location of lines, valves, fire hydrants, and line sizes;
  b) location and capacity of ground and elevated storage facilities;
  c) Location and capacity of wells and pumps;
  d) Location and capacity of water treatment facilities, as appropriate;
  e) Location and capacity of generators;
  f) Condition of system elements and other system data, as available.

- Using the base map for illustrative purposes, BV shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
- BV shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

2. Water System Analysis

- BV shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system's ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
    a) Water quality;
    b) Storage facilities;
    c) Availability of water; future needs;
    d) Water pressure;
    e) Water costs to city;
    f) Water cost to customers and review of current and
    g) Operation procedures.
- Distribution lines;
- Ability to function under disaster situations, such as, flood, fire, tornado, power outages, etc.
- BV shall determine the adequacy of the system to meet existing and forecasted needs.
- BV shall evaluate the local system's capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
- BV shall evaluate the local system's capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

3. Water System Plan

- BV shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
- As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, BV shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
- Using the base map for illustrative purposes, BV shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
    a) Location, condition, and size of lines as available;
    b) Location of manholes and cleanouts;
    c) Location and capacities of lift stations;
    d) Location and capacity of generators;
    e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
    a) Infiltration;
    b) Industrial waste and special treatment facilities;
    c) Operational procedures;
    d) Unserved areas;
    e) Characteristics of the soil and terrain affecting collection treatment;
    f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
    a) Location and condition of drainage ways;
    b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
    c) Location of 100 years flood hazard areas; and
    d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy–related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
    a) Priorities;
    b) Estimated costs; and
    c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
    a) Location, type and use of public parks;
    b) Location and type of public recreation facilities, including public school facilities;
    c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
    a) Recommendations for improvements and expansion to existing facilities;
    b) Recommendations for the general location of new facilities;
    c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
    d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
    e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
    f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
    a) Phasing of clear and measurable priorities;
    b) Timeline for completion;
    c) Estimated cost by project; and
    d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
    a) Past, present, and anticipated sources and amounts of income;
    b) Annual budgets;
    c) Operating costs;
    d) Direct and overlapping public debt;
    e) Outstanding municipal bonds and their schedule of retirement;
    f) Public improvements financing practices; and
    g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
    a) Mandatory: Those which protect life or health.
    b) Necessary: Those which are important public services.
    c) Desirable: Those which replace obsolete facilities.
    d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

<u>PHASE 1</u> ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc…). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- Scope**:**
  - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
  - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
  - **Task 3 – Initiate Self-**evaluation**:**
    - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
    - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
    - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
  - **Task 4 – Facilities** Survey**:**
    - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
    - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
    - **4D: Signalized** intersections – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.

- **Task 5 – Survey Data Reporting:**
  - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
    - Listing of facilities in compliance.
    - Listing of facilities not in compliance.
    - Recommended actions to resolve non-compliance elements.
    - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
    - Assign conceptual costs and budget based on prioritized list of recommended actions.
    - Provide photo log of each facility surveyed.
    - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
  - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- Scope**:**
  - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
  - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
  - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
  - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
  - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- Scope**:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1 –** BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2 –** BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3 –** Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- Scope**:**
  - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
  - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
  - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
  - **Task 4 – Draft ADA Self-evaluation and** ADA **Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
    - **4A:** Executive summary describing the project purpose, process, and significant findings.
    - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
    - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
    - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
  - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
  - **Task 6 – Final** Deliverables**:**
    - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
    - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
    - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.

II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).

III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).

IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).

V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

ATTACHMENT B
FEE SCHEDULE

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
$1.00 to $10,000.00	$50.00
$10,001.00 to $25,000.00	$70.69 for the first $10,000.00 plus $5.46 for each additional $1000.00
$25,001.00 to $50,000.00	$152.59 for the first $25,000.00 plus $3.94 for each additional $1000.00
$50,001.00 to $100,000.00	$251.09 for the first $50,000.00 plus $2.73 for each additional $1000.00
$100,001.00 to $500,000.00	$387.59 for the first $100,000.00 plus $2.19 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1,263.59 for the first $500,000.00 plus $1.85 for each additional $1000.00
$1,000,001.00 and up	$2,188.59 for the first $1,000,000.00 plus $1.23 for each additional $1000.00

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
$1.00 to $10,000.00	$76.92
$10,001.00 to $25,000.00	$108.75 for the first $10,000.00 plus $8.40 for each additional $1000.00
$25,001.00 to $50,000.00	$234.75 for the first $25,000.00 plus $6.06 for each additional $1000.00
$50,001.00 to $100,000.00	$386.25 for the first $50,000.00 plus $4.20 for each additional $1000.00
$100,001.00 to $500,000.00	$596.25 for the first $100,000.00 plus $3.36 for each additional $1000.00
$500,001.00 to $1,000,000.00	$1,940.25 for the first $500,000.00 plus $2.85 for each additional $1000.00
$1,000,001.00 and up	$3,365.25 for the first $1,000,000.00 plus $1.89 for each additional $1000.00

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	**Fee**
0 - 1,500 S.F.	$785.00
1,501 - 10,000 S.F.	$785.00 for the first 1,500 S.F. plus $0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	$3,760.00 for the first 10,000 S.F. plus $0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	**Fee**
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	$100.00 per trade
Other project types not listed above	$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

∗ All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

∗ Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	$76.92 per address/building
Commercial and non-Single Family Residential	$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	$175.00
Fire Code Inspection Services	$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than $6,250	$200.00
$6,250 to $250,000	$300.00
$251,000 to $500,000	$425.00
$501,000 to $1,000,000	$550.00
$1,001,000 to $3,000,000	$800.00
$3,001,000 to $6,000,000	$1,200.00
$6,000,000 and up	$1,200.00 plus $0.38 for each additional $1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than $6,250	$300.00
$6,250 to $250,000	$425.00

$251,000 to $500,000	$525.00
$501,000 to $1,000,000	$675.00
$1,001,000 to $3,000,000	$950.00
$3,001,000 to $6,000,000	$1,425.00
$6,000,000 and up	$1,425.00 plus $0.38 for each additional $1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review (1 hour minimum)	$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	$250.00 per hour

Fire Extinguisher Suppression System

Per permit, one Inspection	$450.00
Each re-inspection	$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections ∗ Minimum one hour per inspection	$150.00 per hour

Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	$350.00
Fire Code Inspection	$450.00

Site Plan

Fire Code Plan Review (2 hour minimum)	$250.00 per hour
Fire Code Plan Inspection (2 hour minimum)	$250.00 per hour

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.
Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.
New Building

Group B occupancy
Type VB construction
10,000 square feet total building area
Declared construction valuation $1,200,000.
Calculated construction valuation - 10,000 square feet X $136.08 per square foot = $1,360,800.
The calculated construction valuation is greater than the declared construction valuation so $1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection • Permanent Food Establishment Inspection • Mobile Food Vendor (Hot and Cold Truck) Inspection • Seasonal Vendor Inspection • Public Swimming Pool Inspection	1 - 150 per year - $150.00 Each after 150 - $125.00
Temporary Event Inspection - Per each vendor permit (up to 5 permits per event)	$100.00
(6 or more permits per event)	$150.00 per hour ∗ Minimum two hours
Complaint Investigation - Per each complaint	$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection. ∗ Minimum one hour	$150.00 per hour

PUBLIC WORKS SERVICES

Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in $/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	**Elements**	**Cost / 100 people**	**Min. Hours**
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	$2,000	67
2	Parks & Recreation	$750	25
3	Thoroughfare Plan	$750	25
4	Central Business District Planning	$1,250	42
5	Zoning Ordinance	(fixed fee) $6,500	43

6	Subdivision Ordinance	(fixed fee) $6,500	43
7	Streets Condition Study	$700	23
8	Water Study Distribution and Supply	$1,000	33
9	Wastewater Collection and Treatment	$1,000	33
10	Capital Improvement Plan	$300	10
11	Digital Map preparation*	$1,000	33
12	Citizen Participation	$1,250	42
As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element			
* Assume easy access to documents - additional research listed under additional services			

Hourly Fees

Available Planning Services		
Element	**Cost**	
Site Plan Review	$150 per hour (1 hour minimum)	
Site Plan Preparation	$150 per hour (1 hour minimum)	
Zoning Application Review	$150 per hour (1 hour minimum)	
SUP Application Review	$150 per hour (1 hour minimum)	
Zoning Board of Adjustment Application Review	$150 per hour (1 hour minimum)	
Sign Application Review	$150 per hour (1 hour minimum)	
Zoning Case Ordinance Preparation	$150 per hour (1 hour minimum)	
Plat Review - Planning Perspective	$150 per hour (1 hour minimum)	
Public Hearing Notice map and ownership list (City Mails)	$150 per hour (1 hour minimum)	
Zoning Map Updates	$150 per hour (1 hour minimum)	
911 Address mapping (First Time)	$1,000 per person	Min. 33 hours
911 Address mapping updates	$150 per hour (1 hour minimum)	
City Council/Planning and Zoning Meeting	$225 per hour (1 hour minimum)	
Contract Planning Director	$175 per hour (1 hour minimum)	
Contract Planner	$150 per hour (1 hour minimum)	
Contract work for Developer interests	$150 per hour (1 hour minimum)	
Easement Acquisition Negotiator	$150 per hour (1 hour minimum)	
Additional Services	$150 per hour (1 hour minimum)	
* Assume easy access to documents - additional research listed under additional services		

Reimbursable Expenses ($150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

• Printing, graphics, photography and reproduction

• Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	$150.00	$6,000.00
1B – ADA Notice Development & Distribution	40	$150.00	$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	$150.00	$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	$150.00	$8,400.00
Grand Total:	**176 (1.5 wks)**		**$26,400.00**

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	$150.00	$86,400.00
2B – ADA Transition Plan	96	$150.00	$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	$150.00	$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	$150.00	$25,200.00
Grand Total:	**880 (5.5 mos.)**		**$132,000.00**

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	$1,250 per man day
eLearning platform and sector specific modules	Client Specific	$15 per user, plus • One-time setup cost $500 • Optional custom portal per unique module / department function ($2,000)
Physical Audit	Client Specific	$1,450 ***estimate per Facility****
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	$195 ***estimate per Facility***
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility. **BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Matt Cox, Director of Community Development
AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed $30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Community Development Department utilizes professional planning services provided by HE Planning+Design, LLC on an as-needed basis in lieu of hiring a full-time Town planner. Under the proposed contract, HE Planning+Design, LLC will provide at least one staff member on an on-call basis to review and make recommendations on development applications, assist with reports and memos, draft Town ordinances for the Town Attorney's review, and advise Town staff on other development-related matters as needed. This contract provides a cost-effective method for ensuring high-quality service delivery to Trophy Club residents.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: On-call planning services provided by HE Planning+Design, LLC are budgeted in an amount not to exceed $30,000. Funding for the professional services agreement is included in the FY 2026 Community Development General Fund – Professional Outside Services account.

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

ATTACHMENTS:
1. Agreement

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed $30,000 for on-call professional planning and consulting services.

PLANNING + DESIGN
heleneve@HEPlanningDesign.com
(469)360-6618

October 1, 2025

Mr. Matthew Cox
Director of Community Development
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

RE: Professional Services Agreement for Planning Services for the Town of Trophy Club, Denton and Tarrant County, Texas.

Dear Matthew:

Thank you for considering HE Planning+Design, LLC (HEP+D) for professional on-call planning services for the Town of Trophy Club for the fiscal year of October 2025 through September 2026. I have outlined the services I propose to complete below.

SCOPE OF SERVICES

Planning Tasks

HEP+D will provide technical review of the following applications:

1. Zoning Applications, including Straight Zoning, Specific Use Permits, Conditional Use Permits, and Planned Development Districts;
2. Board of Adjustment Applications;
3. Site Plan Applications;
4. Plat Applications;
5. Landscape and Screening Applications;
6. Sign Applications;
7. Variance and Waiver Applications;
8. Draft Agendas and Case Reports for posting;
9. Drafting PD, SUP, and CUP ordinances for city attorney review;
10. Minor ordinance and Comprehensive Plan amendments necessary to process a zoning application; and
11. Respond to zoning and development inquiries from city staff and others (as authorized by staff) and provide direction based on ordinance regulations in effect at the time of the inquiry.

Method

HEP+D will:

1. Review the applications and identify compliance with the adopted zoning ordinance, subdivision regulations, comprehensive plan, and other adopted plans;
2. Provide the reviews in written and graphic format (PDF review) for clear understanding of the comments;

3. Coordinate review comments for consensus with staff, city engineer, city attorney, Trophy Club Municipal Utility District, TXDOT, and other required entities as authorized by you; and
4. Will prepare the yearly submission application calendar and provide updates as indicated and directed by you and the Town Secretary throughout the year.

Review Turnaround
HEP+D will provide the review comments within ten (10) business days of receipt of the application.

Agendas, publications in the official newspaper, and public hearing notices will be sent to you and the Town Secretary for posting in the Town's official agenda location and on the Town of Trophy Club website. Notifications that are required to be mailed will be provided to you and the Town Secretary for mailing from the Town. HEP+D will provide the ownership database for mailing label production. Agendas will be sent no later than 24 hours prior to a posting deadline. Publications required to appear in Trophy Club's official newspaper will be sent via email to the Community Development Department 24 hours prior to the publication's deadlines unless directed to submit notifications to the Town Secretary for submission.

Please note, applicants that do not resubmit according to the deadline date on the adopted development calendar will be processed on an amended schedule and will not be placed on the originally anticipated agenda date for consideration.

Meetings
HEP+D, Helen-Eve L. Beadle, AICP will attend meetings with applicants, consultants, and town staff in person or via internet session, as directed by you.

FEE AND BILLING

HEP+D will perform the services described above based on the **Town of Trophy Club General Planning Services** for the hourly rates below.

Intern	$60.00
Planner I	$90.00
GIS Analyst	$100.00
Planner Project Manager	$120.00
Principal Planner	$175.00
Invoice Fee/each	$50.00
Administrative Assistant	$40.00

Direct expenses such as blueprinting, copying (full size and reductions included), scanning, color copies, mileage, deliveries, will be invoiced at 1.15 times cost.

PLANNING + DESIGN
heleneve@HEPlanningDesign.com
(469)360-6618

On-call Planning Services Hourly, not to exceed $30,000.00*

*The fee quoted above is based on review of past agendas available and general understanding of the number of cases per year. Should the scope of services change from the contents in this agreement, I will notify you of the need to reconsider the scope.

Invoices will be submitted monthly based on services performed. Billing will be due and payable to HE Planning+Design, LLC, 8458 Howell Drive, Frisco, Texas 75034 within 25 days of receipt.

ADDITIONAL SERVICES

Any items requested by you that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. In the event you need these services for such items I can provide you with a letter agreement for them.

This scope does not include:

1. Preconstruction meeting attendance, Public Improvement Developer's Agreements, Financial Assurance, Bonds, Construction Contracts, Inspections, Impact Fee updates, and Right-of-Way Permits as those tasks are under the responsibility of an engineer.
2. Comprehensive Plan updates, zoning ordinance, subdivision ordinance, and ordinance rewrites/updates.
3. GIS Geographic Information System services including mapping updates.

CLOSURE

Your signature and return of one copy of this professional services agreement shall serve as direction to proceed.

I appreciate the opportunity to submit this agreement for on-call professional planning services. Please contact me if you have any questions. I look forward to continuing working with you and the Town of Trophy Club.

Sincerely,

Helen-Eve L. Beadle, AICP

AGREED and accepted this _____day of October, 2025.

_____

Brandon Wright, Town Manager
Town of Trophy Club

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Chase Ellis, Director of Parks & Recreation
AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a three-year purchase and service agreement with Pyrotex, Inc. in the amount of $30,000 annually for the Fourth of July fireworks show. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY:

The Town of Trophy Club's annual 4th of July Celebration is one of the community's most anticipated events, bringing residents and visitors together for an evening of family-friendly activities, live entertainment, and patriotic spirit. The evening concludes with a grand fireworks display, serving as the signature highlight of the celebration.

To ensure a professional, high-quality, and safe show, the Parks and Recreation Department has coordinated with Pyrotex, a well-established fireworks vendor, to provide a 20-minute display. The agreement includes all necessary services, such as procurement, setup, execution, and compliance with all applicable safety regulations and permitting requirements.

To secure the event date and stabilize costs, the Town has negotiated a three-year contract with Pyrotex. Under this agreement, the vendor will honor current pricing for the duration of the contract, with an annual deposit due at the start of each new fiscal year.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

The Town solicited proposals from three vendors; one declined due to the inability to meet the Town's requirements. Of the two qualified bids received, Pyrotex submitted the lowest-cost proposal at $30,000 annually, making them the most cost-effective option for providing this service. The cost for the 2026, 2027, and 2028 fireworks shows will be $30,000 per year, which is included in the FY 2026 Budget within the Hotel Occupancy Tax Fund.

LEGAL REVIEW: Town Attorney, Dean Roggia, has provided the vendor with the agreement for acceptance of the Town's terms.

ATTACHMENTS:

1. Pryrotex Proposal
2. Service Agreement

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a three-year purchase and service agreement with Pyrotex, Inc. in the amount of $30,000 annually for the Fourth of July fireworks show.

PYROTEX

2026 PROPOSAL FOR

Town of Trophy Club

Custom Show Design

To celebrate our Nation's Independence, Pyrotex proposes a custom 20-minute aerial firework display using a mix of up to 3" aerial shells, based on the proposed firing site, and multi-shot effect boxes fired from a semi-trailer based on the following shell counts --

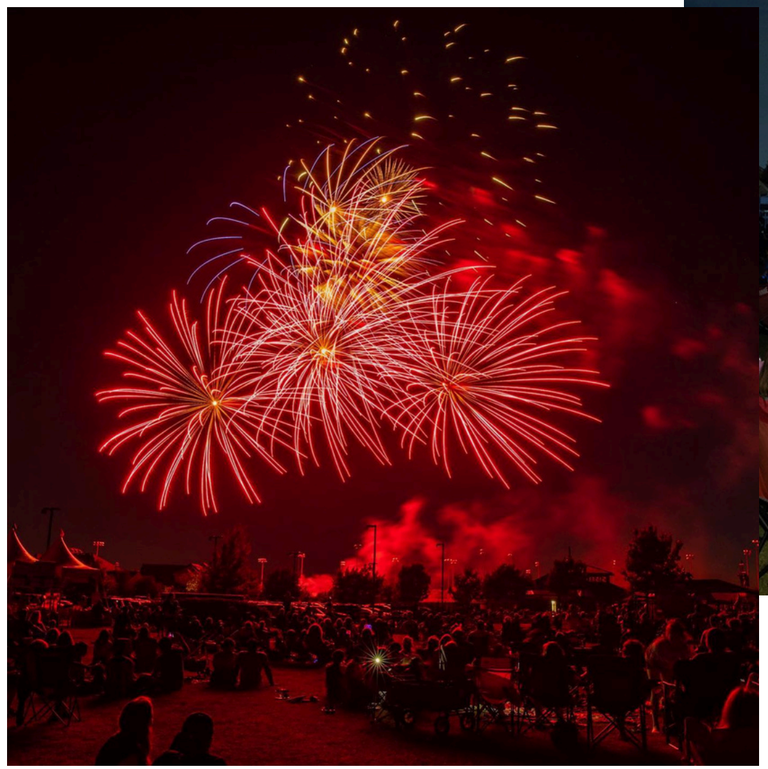
2"-3" Cakes - 440 Shells 2.5" - 384 Shells 3" - 744 Shells

The firework show will be choreographed to a Patriotic soundtrack perfect for the event and shall be designed to be enjoyed by an audience in the round. In addition to the traditional Grand Finale, each music transition will include a mini-finale to maintain an upbeat tempo throughout the display. Unique patterned shells, hand-crafted in China, will mix with traditional floral patterns to add interest and keep the audience curious for more.

Pyrotex will work with the event coordinators to design an upbeat, family friendly soundtrack to enhance the display. The lead pyrotechnician will coordinate with the DJ or sponsoring radio station to project the soundtrack so that everyone in the viewing area will be able to enjoy the complete show.

Pyrotex loads all shows as a same-day process. The crew would arrive onsite in the afternoon on the day of the event with trailer and product and would remain onsite until the conclusion of the cleanup about 2 hours after the display fires.

An example of a similar display can be found at --
https://www.youtube.com/watch?v=XA8qjzDugZQ&t=102s



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Investment

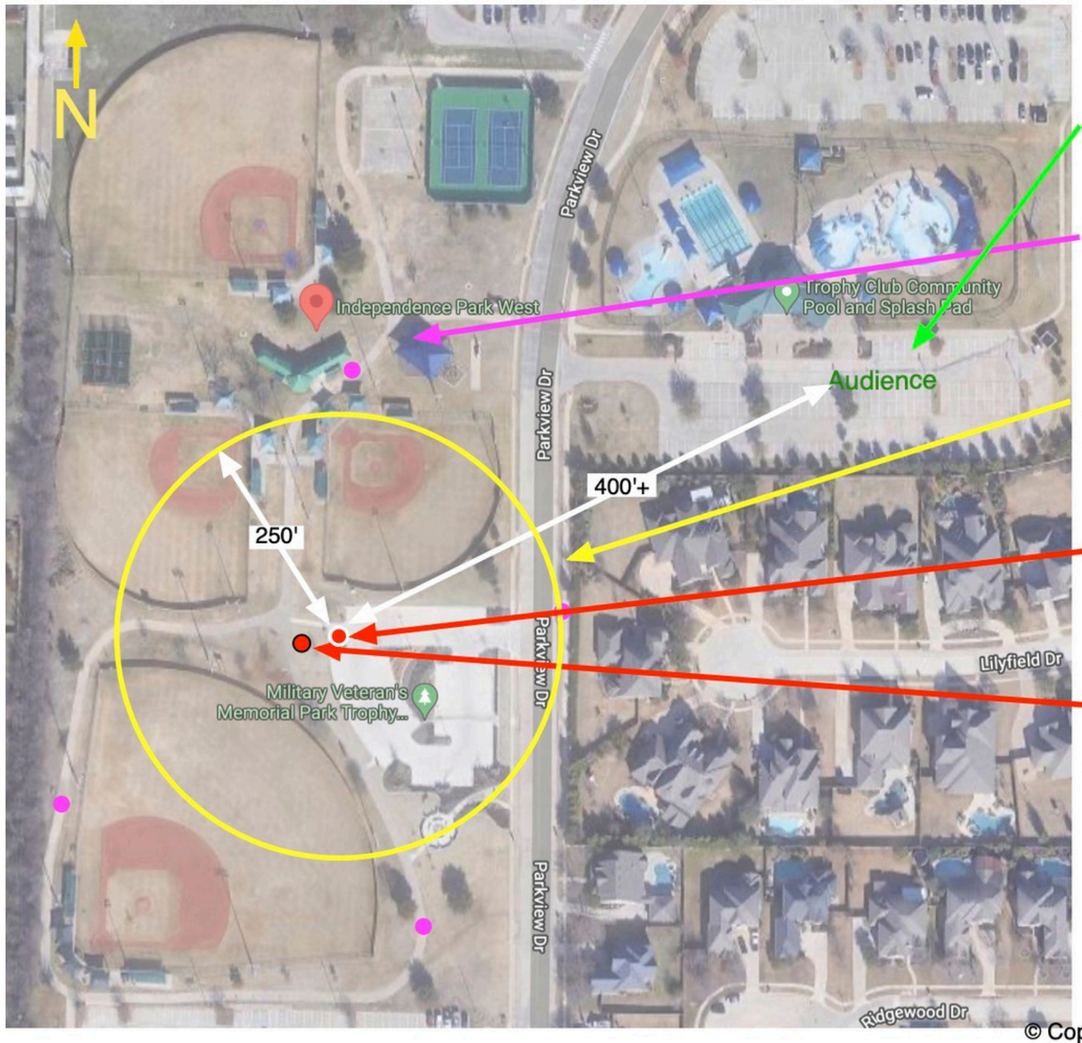
Pyrotex will provide your display on July 4, 2026
for a turnkey cost of $30,000 for a 20-minute display.

.

A non-refundable 50% retainer will be due at contract signing and the remaining balance due before the show date.

Our display is sold as a complete package to include licensed lead pyrotechnician who will coordinate with the event coordinator, CDL Hazmat licensed driver to carry the product to and from the firing site, state and local firework permits, fire marshal presence, fire watch, certificate of insurance listing city and any land owners as additional insureds ($5mil per occurrence, $6mil aggregate), product fired from a utility or semi-trailer, set up and clean up performed by a professionally trained crew who will remain with the show the entire time it is onsite. Our crew is comprised of all part time employees who are annually trained, ATF background checked and drug tested, and covered under our Worker's Comp insurance. We do not contract any labor.

Proposed Site Plan



Independence West Park
500 Parkview Drive
Trophy Club, TX

The Audience is located inear the pool. They are over 400' away

There are four (4) security guards for the firing site (•).

The safety perimeter is a circle with a radius of 250 feet, centered on the firing site. The safety perimeter encompasses the fallout area.

Trailer Firing Site is on the edge of the parking lot

Ground effects are 20' east of trailer

There are no occupied churches, dorms, classrooms, health care or correctional! facilities within 600'.

There is no hazardous materials stored within 800'.

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Our History

As magical-seeming as fireworks are to the audience member – and our designers strive for magic – the technology behind them is far advanced. The demands of the industry require precision in both timing and heights.

All our product is covered by Products Liability insurance. All of our fireworks are controlled and fired electronically. Computerized firing systems allow 1/100th of a second accuracy and control of multiple firing sites using wireless technology. Even when the computer has taken charge of the display, real-time overrides are available to stop the display or just that portion where a problem is perceived.

Pyrotex takes pride in the way we differ from the industry in terms of our employment practices. Our Lead Pyrotechnicians have over 10 years of experience each with indoor and outdoor displays. With over 100 shows a year, all of our 60 employees have the opportunity to constantly renew and refresh their skills in a series of challenging work sites and display considerations, from barges to roof-tops to the back nine.

All our employees come dressed in proper personal protective gear, including safety glasses, hearing protection, climbing harnesses and 100% cotton clothing. They are dressed for success and safety, but can blend in to the darkness of night as needed.

Since 1979, we have traveled the globe for corporate clients, shooting shows across the United States, in Canada, Mexico, Europe, Dubai, Tokyo and the Caribbean. Pyrotex added pyrotechnic magic to the silver screen in the movies “Pure Country” and “Leap of Faith”. Recommended to ABC by the fire marshal’s office, Pyrotex donated a firework display for the final episode of Extreme Makeover: Home Edition filmed outside of San Antonio in 2012.

Pyrotex, Inc. was founded in 1979 by the late Randy Beckham. Now employee-owned, Derek Willingham serves as General Manager, Paige Mejia as Sales Director and Patrick Mahaffey as Production Manager. Our headquarters are located in Fannin County, Texas, an hour Northeast of Dallas. Our 60+ employees receive extensive annual training, are regularly drug tested, and are licensed by the State of Texas and the ATF. All drivers are Commercial Drivers with Hazardous Materials endorsements. We comply with NFPA-1123, NFPA-1126, NFPA-160, and the International Fire Code.

The Pyrotex Difference

Employees

Pyrotex provides licensed Pyrotechnicians for all displays, who are regular employees of the company – we do not sub-contract any labor for our displays. All employees are regularly trained and drug-tested; they receive FBI background checks and work under our ATF and DOT licenses. All of our employees (lead and crew) attend an annual training course which includes classroom and hands-on training covering the latest regulations and technology. All of our lead pyrotechnicians possess an FPO (Firework Pyrotechnic) license through the State of Texas. Some leads also possess a SEO (Special Effect Operator) and FEO (Flame Effects) Operator license. All drivers possess a Class C Commercial Driver's License with HazMat endorsement.

Insurance Coverage

Pyrotex covers the city, the client, and all land owners under our General Liability policy with $5,000,000.00 coverage per occurrence and $6,000,000.00 in the aggregate. Our Auto Liability is $5,000,000.00 and covers all our vehicles and rental vehicles. Every single employee is covered under Texas Worker's Compensation insurance.

Longevity

Founded in 1979, Pyrotex is the oldest Texas-based professional pyrotechnic company. Our lead pyrotechnicians have tenure of at least 5 to over 25 years with our company. Whenever possible, our recurring shows use the same lead year after year, so they are familiar with the client and firing site. When you contact Pyrotex regarding your display, you will always speak with one of our co-owners.

Expertise

Pyrotex founder, Randy Beckham, was on the legislation committee to bring indoor pyrotechnics to Texas and was awarded with the first SEO license. He also assisted in reviewing and updating Texas State Fire Code and was considered an expert in his field. Pyrotex continues to train state and local fire marshals regarding inspection regulations for professional firework companies and we are often contacted by the fire marshals to answer questions regarding the fire code.

Product Quality

Pyrotex utilizes the highest quality, shells custom made from one plant in China. The quality and design of the shells produces an optimal firing rate for our clients. Not only are the shells more reliable than the alternative, they are also more vivid and have a greater variety of patterns and unique effects.

Computer-Driven Technology

Many of our shows are fired with the FireOne computer system. This allows wireless communication to each of our firing sites with 1/1000 of a second accuracy. The FireOne uses a frequency-hopping program to prevent interference with other wireless systems in the area. We can establish a method to broadcast our audio signal to a radio station or the event sound system.

Firing Platform

Pyrotex fires all displays from a 16 ft. or semi-trailer pre-built with mortar racks. The trailers and product are driven to the show the same day of the event and loaded on-site with the aerial shells. The versatility of this method allows for easy mobility and adjustment in case of weather changes, wind direction, and unforeseen terrain issues. Show sites are cleared immediately following the show.

CLIENT RESPONSIBILITIES

•Provide a viable firing site based on the safety distance regulations

•Provide adequate, professional security for the firing site from the time the crew arrives until the crew announces all clear about an hour after the display has fired

•Provide a method of playback for the firework show soundtrack. The soundtrack will be sent electronically prior to the show, but will also be available the day of the show on USB or CD.

PYROTEX RESPONSIBILITIES

•Obtains city, state, and Corp firework permits (where applicable)

•Arranges for the Fire Marshal to be onsite during firing time

•Weather Contingency - In the event of inclement weather, a rainout date can be selected on the signed contract. The date must be within 180 days of the original firing date and cannot be July 4. In order to reschedule for the rainout date, the client must cancel 24 hours prior to the show date. The new show will be subject to a 20% price increase to account for additional permits and labor.

References

- City of Carrollton (Before 1997 to Present)
  Emma Bailey - 469-986-8701 – emma.bailey@cityofcarrollton.com
  1610 E Crosby Road, Carrollton, TX 75006
- City of Greenville (2008 to Present)
  Brett Quarles – 903-457-2994 – bquarles@ci.greenville.tx.us
  2821 Washington Street, Greenville, TX 75401
- Dallas Country Club (2001 to Present)
  Mar Moulinet - 214-224-9100 – marc@dallascountryclub.org
  4155 Mockingbird Lane, Dallas, TX 75205
- City of Rowlett (1997 to Present)
  Pam Vierus - 972-412-6151 – pvierus@rowlett.com
  4000 Main Street, Rowlett, TX 75088

Alcolades

•“As the Marketing Director for the City of Katy, we keep coming back to Pyrotex for our City’s annual July 4 Katy Freedom Celebration! Their fireworks show is over-the-top, and we could not be more pleased with their service! Highly Recommended!!!” – Kayce Reina, City of Katy

•“Went to the Garland Family Night and we waited just to see the fireworks since we didn't have Fourth of July together. This is the best show I have ever seen, and we aren't from Texas. Truly beautiful.” – Cie’ra Rice, Audience Member

•“If you want the most professional, creative and spectacular pyrotechnic displays, you can't beat Pyrotex. They are great people to work with. They can add a special touch to a gala event, a wedding, or any other celebration. I highly recommend them.” – John Williams, Past President, Lee Park Conservancy

Certifications

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.31. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC, 244 Needy Road, Martinsburg, WV 25405-9431

Licensee/Permit Number: 5-TX-147-33-0D-11659

Expiration Date: April 1, 2020

Chief, Federal Explosives Licensing Center (FELC): Christopher R. Rees

Name: PYRO-TEK INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
4368 FM 1553
LEONARD, TX 75452-

Type of License or Permit: 33-USER OF EXPLOSIVES

Purchasing Certificate Matrix (if used)

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO-TEK INC
4368 FM 1553
LEONARD, TX 75452-

The licensee or permittee named above (hereinafter called the licensee or permittee) is granted a license or permit to engage in the business and the business premises of the licensee or permittee as provided by 27 CFR Part 555. The signature on this form must be an original signature. A faxed, scanned or emailed copy of the license or permit with a signature attached to be an original signature is acceptable. The signature on behalf of the Federal Explosives Licensee (FEL) or responsible person of the FEL, certifies that this a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: Derek Willingham
Printed Name
Position Title: President
Date: 5-8-17

ATF Form 5300.13 (Series) Revised October 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431
Toll-free Telephone Number: (877) 283-5392
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov
ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.56(a)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 30 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 555.58). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licensee or permit file for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: PYRO-TEK INC
Business Name
License/Permit Number: 5-TX-147-33-0D-11659
License/Permit Type: 33-USER OF EXPLOSIVES
Expiration: April 1, 2020
Please Note: Not Valid for the Sale or Other Disposition of Explosives.

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

June 18, 2018

In reply refer to:
USDOT Number: 2065145

DEREK WILLINGHAM
PRESIDENT
PYROTEX INC
4368 FM 1553
LEONARD, TX 75452

HAZARDOUS MATERIALS SAFETY PERMIT
HM Safety Permit ID: US-2065145-TX-HMSP
Effective Date: June 18, 2018

Dear DEREK WILLINGHAM:

The Hazardous Materials Safety Permit (HMSP) is verification of the motor carrier's permission to engage in the transportation of hazardous materials listed in 49 CFR 385.403 by motor vehicle in interstate, intrastate, or foreign commerce.

This HMSP will be effective beginning June 18, 2018 and remain effective through May 31, 2020 if your company maintains compliance with the requirements pertaining to the safe and secure movement of hazardous materials for the protection of the public [49 CFR 385 and other applicable Federal Motor Carrier Safety Regulations and Hazardous Material Regulations]. Failure to maintain compliance will constitute sufficient grounds for suspension or revocation of this authority.

Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a Department of Transportation safety fitness rating less than "Satisfactory" or by other indicators, could result in a proceeding requiring the holder of this permit to show cause as to why this authority should not be suspended or revoked.

For questions regarding this document you may contact the FMCSA Hazardous Materials Division at 202-366-6121.

Sincerely,

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

DRAYTON INSURANCE BROKERS, INC.

2500 CENTER POINT ROAD, SUITE 301
BIRMINGHAM, ALABAMA 35215
PHONE: (205) 854-5806
FAX: (205) 854-5899

POST OFFICE BOX 94067
BIRMINGHAM, ALABAMA 35220
EMAIL: dib@draytonins.com

CERTIFICATE OF INSURANCE

NO.

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

INSURER Admiral Insurance Company **POLICY NO.** CA000018899-06

NAMED INSURED Pyrotex, Inc.
4368 FM 1553
Leonard, Texas 75452

POLICY TERM March 1, 2019 to March 1, 2020; Both Days 12:01 A.M. Standard Time

COVERAGE Commercial General Liability: ☒ Occurrence Basis ☐ Claims Made Basis

LIMIT OF LIABILITY $5,000,000 each occurrence, $6,000,000 general aggregate, $5,000,000 products/completed operations aggregate
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

INSURED OPERATIONS Public fireworks display and special effects contractor

It is certified that, if named below, this policy includes as Additional Insureds 1) the sponsor(s), promoter(s), organizer(s) (including other entities having similar interests), of insured pyrotechnic events and/or 2) the owner(s) of real property (or barges) at which insured pyrotechnic events are held and/or 3) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of buildings, stadiums, arenas and similar facilities at which insured pyrotechnic events are held and/or 4) the licensing or permitting authority, or other authority having jurisdiction, issuing licenses/permits for insured pyrotechnic events and/or 5) any other entity for which the insurance is required to be afforded under written contract. Coverage applies only as respects the legal liability of such Additional Insured(s) for bodily injury and property damage caused by the operations of the Named Insured. The insurance afforded any Additional Insured excludes liability for bodily injury or property damage arising from the Additional Insureds own negligent acts or omissions or from the failure of such Additional Insured to fulfill its obligations specified in its contract with the Named Insured.

NAME(S) OF ADDITIONAL INSURED(S)

DISPLAY LOCATION **DISPLAY DATE(S)**

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

DRAYTON INSURANCE BROKERS, INC.

DATE OF ISSUE **A.J. STRINGER, PRESIDENT**

Updated certificates will be provided upon signed contract

Certifications

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance One Agency, L.C.
4205 Beltway Drive
Addison TX 75001

CONTACT NAME: Kaye Brewster
PHONE (A/C, No, Ext): (972)250-1600 FAX (A/C, No): (972)732-7777
E-MAIL ADDRESS: kbrewster@insuranceoneagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	22945
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Pyrotex, Inc.
4368 FM 1553
Leonard TX 75452

COVERAGES CERTIFICATE NUMBER: 19/20 renewal REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N/A		0001030803	3/1/2019	3/1/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance

CERTIFICATE HOLDER

Proof of Insurance
To whom it may concern
Dallas, TX

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
C Mapes, III/KAB1

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ACORD 25 (2014/01)
INS025 (201401)
The ACORD name and logo are registered marks of ACORD

Registered Location(s):
4368 FM 1553
LEONARD TX 75452

Registration Number
FWD-0052
Expiration Date: 05-22-2020

FIREWORKS DISTRIBUTOR'S LICENSE

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

DEPARTMENT OF INSURANCE ★ TEXAS ★

Issued To:
PYROTEX, INC.

DATE ISSUED: April 12, 2019

Orlando P. Hernandez, State Fire Marshal

Updated certificates will be provided upon signed contract

Contact

Paige Mejia
www.PYROTEX.com
Direct - 469.534.0635
Paige@Pyrotex.com
@PyrotexUS

PYROTEX DISPLAY SERVICES AGREEMENT

This Services Agreement (this "Agreement") is made and entered into as of September 29, 2025, (the "Effective Date"), by and between Pyrotex Inc. ("Pyrotex"), a Texas corporation and The Town of Trophy Club ("Town" or "Client"), a Texas home-rule municipality, and referred collectively herein as, the "Parties".

WHEREAS, Town desires to engage Pyrotex to produce a firework display (the "Display") for a 3-year contract beginning July 4, 2026, and Pyrotex desires to perform the Services, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Terms and Conditions**. The Services shall be subject to the Pyrotex Terms and Conditions attached hereto as, Attachment A: Standard Terms and Conditions, and which are incorporated and referenced herein.

2. **Pyrotex Scope of Work**. Subject to Town's Obligations described in Attachment B—Scope of Work, Pyrotex shall supply any and all materials, equipment, supervision, transportation, services and labor required for the full and complete performance of the Display described in Attachment B—Scope of Work (the "Services") attached hereto .

3. **Town Obligations**. Town shall supply the materials, equipment, supervision, transportation, services, and labor described under Scope of Work attached hereto as Attachment B, "Town Obligations."

4. **Term Period**. Unless terminated pursuant to the terms described in Attachment A: Standard Terms and Conditions attached hereto, this Agreement shall commence on the date of execution of this Agreement by the Parties and shall expire upon Pyrotex's completion of the Services.

5. **Deposit and Compensation**. The compensation and deposit to be paid to Pyrotex by Town for the Services shall be set forth on Attachment B—Scope of Work (the "Pyrotex Compensation"). Town shall pay Pyrotex the deposit on or before the dates set forth in and described in Attachment B—Scope of Work.

6. **Cancellation**. Pyrotex shall attempt in good faith to fire the Display at such a time and place as conditions provide for a safe Display. Pyrotex may cancel the Display if it determines that, in its sole and good faith discretion, the Display may not be conducted in a safe and reasonably prudent manner and in accordance with all applicable laws, including but not limited to, the local sustained wind speed exceeding twenty (20) miles per hour; receives instruction not to fire the Display by the Fire Department or local authority; or the unplanned close proximity of the general public or property of others near the Display site and fallout area making such site and fallout area unreasonably safe for the general public or property of others.

7. **Alternate Date**. Subject to the payment of additional fees, the Town shall have the option, as set forth on Attachment B, to select an alternate date, within 180 days of the original show date, for the Display in the event that the Display cannot be produced on the agreed upon Display Date.

8. **Entire Agreement**. This Agreement, together with any and all attachments, exhibits, and schedules identified and made a part hereof, represents the entire and integrated agreement between Town and Pyrotex, and supersedes all prior negotiations, representations, or agreements, either written or oral. There are no oral agreements that are not fully contained within this Agreement. This Agreement may be amended only by written agreement signed by both Town and Pyrotex.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date set forth above.

PYROTEX INC.

By: ____ Paige G. Mejia _____ Printed Name: Paige Mejia

Title: Sales and Marketing Director

Address: 4368 FM 1553, Leonard, TX 75452

TOWN

By: _____ Printed Name: _____

Title: _____

Address: _____

A. **Payment of Fees**.

1. Town shall promptly pay the Pyrotex Compensation on or before the date of the Display. Except as otherwise specifically provided in this Agreement, each of the Parties shall pay its own expenses associated with performing its obligations under this Agreement. All payments shall be made in U.S. dollars without set-off, reduction, deduction, abatement or withholding of any kind and time shall be of the essence with respect to each payment.

2. This Agreement is contingent upon the appropriation of funds by the Town of Trophy Club, Texas. All payments by Town under thjs Agreement, including provision in this Agreement relating to penalties, overages, interest, collections, or any other additional costs, shall be subject to and conditioned upon the annual appropriation of public funds budgeted for the specific purposes of this Agreement in accordance with the Town Charter and Texas law. The Town shall make a good faith effort to appropriate funds in accordance with Texas law. If funds are not appropriated for any fiscal year during the term of this Agreement, the Town my terminate this Agreement without penalty or further obligation.

B. **Default**. If either Party breaches its obligations under this Agreement (other than a delay or interruption in fulfillment of its obligations as a result of a Force Majeure), the non-defaulting Party shall have the option to immediately cease all performance and terminate this Agreement.

C. **Termination**.

1. This Agreement may be terminated (i) by Pyrotex immediately for the failure by Town to pay the deposit or Display Fees or any other monetary obligations pursuant to this Agreement, (ii) by either Party immediately upon the delivery of seven (7) day written notice in the event the other Party breaches this Agreement and fails to cure such breach within fourteen (14) days after receiving notice of their breach, (iii) by the Town, if Town determines in good faith that Pyrotex fails to perform under this Agreement; (iv) by Pyrotex with prior ten (10) days written notice due to a change in law, regulation, or court order, (v) immediately by Pyrotex in the event the Town files for bankruptcy, makes a general assignment for the benefit of creditors, or is otherwise subjected to proceedings under any insolvency Law, or (vi) immediately by the Pyrotex if in its reasonable discretion, Pyrotex determines in good faith that the Display cannot be conducted in a safe and reasonably prudent manner.

2. Upon any termination or expiration of this Agreement: Town shall (i) have no further rights to receive the Services, and (ii) pay Pyrotex within fourteen (14) days upon such termination, all amounts then due and owing through the date of termination. In addition, if the reason for the termination is a default, then the Party exercising its right to terminate shall have the right to recover all damages by law and in equity.

D. **Representations and Warranties**.

Each Party to this Agreement represents and warrants that the signatory executing this Agreement on behalf of each Party is lawfully authorized to execute this document on behalf of the Party and in so doing to bind the party, its assigns, and successors It is further understood that Town: (a) owns or has the right to use all intellectual property

associated with the event relating to the Services (the "Display); and (b) Town's operations and the Display comply with all federal, state or local statutes, regulations, ordinances or orders, directives, permits, or codes ("Laws").

E. **INDEMNIFICATION**.

1. Pyrotex covenants and agrees to defend, indemnify, and hold harmless Town, its officers, agents, trustees, servants, and employees, officers, directors, other representatives, successors and assigns (collectively the "Town Parties"), from and against any and all claims or suits, damages of whatsoever kind or character, whether real or asserted, (including without limitation, reasonable fees and expenses of attorneys, expert witness and other consultants), including, but not limited to, property damage or loss, and/or personal injury (including, but not limited to, death) to any and all persons and/or entity, arising out of or in connection with, directly or indirectly, all acts or omissions of Pyrotex, its officers, agents, servants, employees, contractors, subcontractors, licensees, invites or trespassers including, but not limited to, Pryotex's performance of this Agreement, negligence, gross negligence, and/or willful misconduct, and shall further be liable for injury or damage to Town property, arising out of or in connection with any and all acts or omissions of Pyrotex, its officers, agents, servants, employees, contractors, subcontractors, licensees, invitees, or trespassers.

2. Town is a Texas home-rule municipality operating in the exercise of its governmental functions. Accordingly, any and all provisions, terms, or conditions in this Agreement requiring Town to defend or indemnify Pyrotex or any third-party from any and all costs, liabilities, penalties, sanctions, fines, or any other claims whatsoever, are void and of no effect to the extent they may obligate the Town to create an unconstitutional debt, and shall be construed as against public policy in accordance with the Texas Constitution and the laws of the State of Texas. Town shall not be required to fund any obligation under this Agreement by the creation of a sinking fund.

F. **Insurance**.

1. Pyrotex shall maintain liability insurance coverage in the amount of $5,000,000.00 per claim for bodily injury and property damage, $5,000.000.00 in automobile liability per claim, plus worker's compensation insurance for all its employees.

G. **Miscellaneous**.

1. **Assignment and Subcontracting**. The Parties hereby agree that either Party may not assign, convey, or transfer its interest, rights and duties under this Agreement without the prior written consent of the other Party, which consent either Party my withhold in its sole discretion. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their permitted successors and assigns.

2. **Force Majeure**. Neither Town or Pyrotex shall be liable for failure to perform their obligations under this Agreement if the performance is delayed or prevented by reason of war; civil commotion; Acts of God; inclement weather; epidemics; pandemics; governmental restrictions, regulations, or interferences; strikes; lockouts; national disasters; riots; material or labor restrictions; transportations problems; or any other circumstances which are

reasonably beyond the control of the Party. Such Party's performance shall be excused for the length of time the Force Majeure events lasts, provided that party makes a reasonable attempt to resume performance upon conclusion of the Force Majeure event, unless such performance has become legally impossible, in which case that Party may terminate this Agreement. If a Force Majeure event occurs, either Party may elect one of the following alternatives: (i) cancel the Display or (ii) provide alternate date, even if Town had not originally selected one.

3. **Governing Law & Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas, or of any other state or country. The obligations of the Parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Denton County, Texas.

4. **Agency and Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns, and nothing herein expressed or implied shall give or be construed to give any third parties, other than the Parties hereto and such assigns, any legal or equitable rights hereunder.

5. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a tribunal with jurisdiction over this Agreement to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6. **Attorneys' Fees**. Should either Party to this Agreement commence legal proceedings against the other to enforce the terms and provisions of this Agreement, the Party losing in such legal proceedings shall pay the reasonable attorneys' fees and expenses of the Party prevailing in such legal proceedings, as determined by the court.

7. **Relationship of Parties**. This Agreement does not create any agency, partnership, joint venture or employment relationship between the Parties. The relationship of Pyrotex with the Town shall be solely that of an independent contractor. Each Party shall be solely responsible for the conduct of its respective agents, representatives, and employees.

8. **Counterparts**. This Agreement may be simultaneously executed in several counterparts and via facsimile or e-mail, each of which shall be deemed to be an original and taken together shall constitute one and the same instrument.

9. **Survival**. All representations, warranties, whether implied or expressed, and agreements of each of the Parties, including, but not limited to, payment obligations, confidentiality and indemnity, shall survive the termination of this Agreement and shall remain enforceable between the Parties.

10. **Notices**. All notices or other communications which are required or contemplated by this Agreement shall be in writing and sent by certified return receipt requested, registered mail, or overnight courier to the addresses first set on this

signature page above. Notices shall be deemed received on the date delivered.

11. **Public Information Act**. All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Pyrotex agrees that this Agreement may be terminated if the Pyrotex knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, Pyrotex agrees to: (1) Preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Town for the duration of this Agreement; (2) Promptly provide to the Town any contracting information related to this Agreement that is in the custody, possession, or control of the Pyrotex on request of the Town; and (3) On the completion of this Agreement, either: (a) Provide at no cost to the Town, all contracting information related to this Agreement that is in the custody, possession, or control of Pyrotex; or (b) Preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to the Town.

A. **Additional Verification**. To the extent required by Texas law, Pyrotex verifies that: 1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of this this Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended, the Town's immunity from suit is waived only as set forth in Subchapter I of Chapter 271 Texas Local Government Code. Further, the Parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

12. **Construing this Agreement**. This Agreement shall be governed by and construed in accordance with the laws, court decisions, and Attorney General opinions of the State of Texas. This Agreement was negotiated at arms-length by willing and equal parties who each (i) were not compelled to enter the transaction but could walk away; (ii) contributed to the final text of this agreement and, (iii) had opportunity to review this Agreement with legal counsel of their choice; so, the rule of

construing an agreement more strictly against the party which wrote it is not applicable here.

ATTACHMENT B – SCOPE OF WORK

Pyrotex Services Pyrotex shall produce a firework display for the Town (the "Display")

Pyrotex hereby warrants and represents to Town:

a. It has all personnel, materials, equipment, supervision, labor, transportation, and services required to performing the Services under this Agreement;

b. All of the Services required hereunder will be performed by Pyrotex or under Pyrtox's supervision; and

c. All personnel engaged in the Services shall be qualified to perform such Services in a reasonably prudent manner.

Compensation Display Fees: $30,000 each year for 1 Display per year.

Non-Refundable Deposit required each year: $15,000.

Deposit Due Date: October 29, 2025, November 1, 2026, and November 1, 2027.

Balance Due Date: July 4, 2026, July 4, 2027, and July 4, 2028.

In the event that the Display must be conducted on the alternate date selected below, Town agrees to pay an additional fee equal to ten percent (10%) of the total Display Fee listed above to cover additional labor, permit, and equipment fees

Cancellation Fees If Town cancels the scheduled Display without cause, or fails to comply with Town's Obligations as stated below, the following cancelation fees shall apply as liquidated damages:

a. **Greater than 24 hours prior to the Display Date**: Town shall pay to Pyrotex twenty-five percent (25%) of the Display Fees;

b. **Within 24 hours of the Display Date**, the Town shall pay to Pyrotex fifty percent (50%) of the Display Fees.

These amounts are agreed upon as liquidated damages, not as a penalty, and represent a reasonable forecast of actual damages that would be difficult to ascertain at the time of contracting.

Payment Terms: Full payment of any applicable cancellation fees shall be made to Pyrotex within fourteen (14) days, and shall be payable solely from current revenues or appropriated funds for this Display available to the Town at the time of payment. This Agreement does not create a debt

within the meaning of Article XI, Section 7 of the Texas Constitution.

For clarity, the Town shall not have the right to reschedule the Display if canceled within twenty-four (24) hours of the Display Date, unless such cancelation is due to:

a. A Force Majeure event;

b. Cancellation by Pyrotex pursuant to Section 6 "Cancellation"; or

c. Pyrotex's nonperformance under this Agreement.

Town Obligations: Town agrees, at its own expense, to provide Pyrotex with a suitable site to stage the Display. The firing site and fallout area must be level, clear of any and all people, vehicles, structures and hazardous materials from the time Pyrotex arrives to install the Display until Pyrotex completes the load-out process. Once explosives are on-site, no one but the Pyrotex crew, Fire Department, and law enforcement may enter the fall-out area. Town is responsible at their own expense for all clean-up of paper debris within the fallout area after the display.

a. Town shall be responsible for mowing and raking any grass or brush within the fallout area to a height of three inches (3") or less.

b. Town shall provide suitable security adequate to prevent any access to the Display site by members of the general public or persons not specifically approved by Pyrotex. Temporary barricades, fencing and/or a red tape line reading "Danger – Do Not Enter" must be used to enclose the Display site. Additional large signs reading "Danger – Do Not Enter" must be placed at normal points of entry into the firing site.

c. Town shall provide a minimum of two (2) uniformed police officers who are required to secure the firing site and fallout area from 1:00 PM to 11:30 PM on the day of the schedule Display event.

d. If the Town requests the show to be choreographed to music, the Town must provide Pyrotex with the requested song selections, including any specific requests, no later than March 1 of each contract year. If the music requests are not received by the deadline, Pyrotex reserves the right to design the soundtrack based on creative designer's preference.

Location/Time Location: Independence Park West, 500 Parkview Drive, Trophy Club, TX 76262

Dates: Saturday, July 4, 2026, Sunday, July 4, 2027, Tuesday, July 4, 2028 Time: 9:30 PM

** The final timeline is due to Pyrotex two (2) weeks prior to the event date, otherwise, the firing time listed on contract will be the scheduled firing time. If the actual firing time exceeds the scheduled firing time by more than thirty (30) minutes on the day of the event, the Town will be responsible for additional labor and Fire Marshal/Department standby fees to be paid within two (2) weeks of the event. Firing time change will be subject to Fire Marshal approval. **

Alternative Date Election

Alternate/Rainout Date: _____(Must be within 180 days of agreed upon Display Date; May not be July 4)

AGREED AND ACCEPTED: PYROTEX LLC

By: _____ Paige q. Mejia _____

Printed Name: Paige Mejia

Title: Sales and Marketing Director

TOWN

By: _____

Printed Name: _____

Title: _____

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Tammy Dixon, Town Secretary
AGENDA ITEM: Consider a resolution providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY:

The Town Council Appointments Committee, comprised of Mayor Tiffany and Council Members Ash and Beach, was tasked with reviewing applications and making recommendations to the full Council for appointments to the Town's boards, commissions, and corporations.

For FY 2026, the Town had thirty-three (33) positions to be filled, including one position with an unexpired term ending in 2026. A total of thirty-eight (38) applications were received: eighteen (18) from current members seeking reappointment and twenty (20) from new applicants. Two applications were disqualified, and one applicant withdrew, resulting in thirty-five (35) applicants interviewed between July 16 and September 19, 2025.

The Appointments Committee developed balanced recommendations that considered applicant qualifications, board needs, and expressed willingness of applicants to serve in multiple areas. In some instances, more applicants applied than available positions; in other cases, vacancies exceeded the number of applicants. The Appointments Committee's recommendations reflect a mix of experienced members continuing their service and new members being provided the opportunity to contribute. Where appropriate, recommendations also include appointments for chair and vice chair positions.

The Appointments Committee presented its recommendations to the Town Council during the September 24, 2025 Work Session. Following discussion, the consensus of the Council was supportive of the committee's recommendations.

As a reminder, members appointed to the Zoning Board of Adjustment also serve as the Town's Building Standards Commission. In addition, members of the Economic Development Corporation Board also serve as the Board of Directors for Tax Increment Reinvestment Zone No. 1 (TIRZ No. 1).

This resolution formally provides for the appointments of members and designation of chair and vice chair positions, where applicable, to the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment.

BOARD REVIEW/CITIZEN FEEDBACK: The Appointments Committee, comprised of Mayor Tiffany and Council Members Ash and Beach, reviewed all applications, conducted interviews between July 16 and September 19, 2025, and presented its recommendations to the Town Council at the September 24, 2025, Work Session. The Council reviewed and expressed support for the Appointments Committee's recommendations.

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

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

ATTACHMENTS:
1. Resolution

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to approve the resolution providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS AND THE DESIGNATION OF CHAIR AND VICE CHAIR POSITIONS, WHERE APPLICABLE, TO SERVE ON THE ANIMAL SHELTER ADVISORY BOARD; CRIME CONTROL AND PREVENTION DISTRICT BOARD; ECONCOMIC DEVELOMENT CORPORATION BOARD; ETHICS REVIEW COMMISSION; PARKS AND RECREATION BOARD; PLANNING AND ZONING COMMISSION; TROPHY CLUB COUNCIL FOR ARTS AND CULTURE; AND ZONING BOARD OF ADJUSTMENT; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas, benefits by having its citizens involved in local government through service on Boards, Commissions, and Corporations; and

WHEREAS, the Trophy Club Town Council is responsible for making appointments to the Boards, Commissions, and Corporations serving the Town whose terms are expiring; and

WHEREAS, the Town Council is responsible for appointing a Chairperson to the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Parks and Recreation Board, Zoning Board of Adjustment; and responsible for appointing a Chairperson and Vice Chairperson to the Planning and Zoning Commission.

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 Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Animal Shelter Advisory Board with the respective chairperson as specified below:

Name	**Place**	**Term Ending Date**
Bobby Tillman	Municipal Officer	09/30/2027
Dr. McKay Dendy	Veterinarian	09/30/2027
London Wilson	Place 6	09/30/2027
Chair: Susan Edstrom		

SECTION 3. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Crime Control and Prevention District Board as specified below:

Name	**Place**	**Term Ending Date**
Christine Udvar-Hazy	Place 2	08/31/2027
Christopher McAllister	Place 3	08/31/2027

Royce Labor	Place 4	08/31/2027
Gene Popik	Place 6	08/31/2027
Dale Nolan	Place 7	08/31/2026 (unexpired term)

SECTION 4. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Economic Development Corporation Board as specified below:

Name	**Place**	**Term Ending Date**
Greg Fox	Place 2	09/30/2027
Joseph Longo	Place 5	09/30/2027
Scott Hinshaw	Place 6	09/30/2027
James Calaway	Place 7	09/30/2027

SECTION 5. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Ethics Review Commission as specified below:

Name	**Place**	**Term Ending Date**
Julie Edwards	Place 3	09/30/2027
Jason Martonson	Place 4	09/30/2027
Mindi Bone	Place 5	09/30/2027
Catie Niederee	Alternate	09/30/2027
Kristen Biesiadecki	Alternate	09/30/2027

SECTION 6. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Parks and Recreation Board with the respective chairperson as specified below:

Name	**Place**	**Term Ending Date**
Patrick Schrein	Place 1	09/30/2027
Jennifer Kashner	Place 3	09/30/2027
Andrew Beck	Place 5	09/30/2027
Clark Simmons	Place 6	09/30/2026 (unexpired term)
Carol Tombari	Place 7	09/30/2027
Chair: Jennifer Kashner		

SECTION 7. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Planning and Zoning Commission with the respective chairperson and vice-chairperson as specified below:

Name	**Place**	**Term Ending Date**
Jonathan Poole	Place 1	09/30/2027
Ben Griffiths	Place 2	09/30/2027
Mike Branum	Place 3	09/30/2027
Reginald Barbarin	Place 4	09/30/2027
Chair: Michael Biggs Vice Chair: Mike Branum		

SECTION 8. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Trophy Club Council for Arts and Culture as specified below:

Name	Place	Term Ending Date
Brandi Morris	Place 1	09/30/2027
Peter Steinmetz	Place 3	09/30/2027
Kimbra Fox	Place 5	09/30/2027
Amye Stacy	Place 7	09/30/2027

SECTION 9. The Town Council of Trophy Club, Texas, hereby appoints the following individuals to serve on the Zoning Board of Adjustment with the respective chairperson as specified below:

Name	Place	Term Ending Date
Robert Stevens	Place 1	09/30/2027
Marc Thompson	Place 4	09/30/2027
Daniel Parham	Place 5	09/30/2027
David Richardson	Alternate 1	09/30/2027
Carl Staffel	Alternate 2	09/30/2027
Jeff Eason	Alternate 3	09/30/2026 (unexpired term)
Jayde Trabold	Alternate 4	09/30/2026 (unexpired term)
Chair: Stephen Bowman		

SECTION 10. This resolution shall become effective upon its passage.

PASSED AND APPROVED THIS THE 13th DAY OF OCTOBER 2025.

_____
Jeannette Tiffany, Mayor

ATTEST:

_____
Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

_____
Dean Roggia, Town Attorney

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Brandon Wright, Town Manager
AGENDA ITEM: Consider a resolution adopting the facility naming and special recognition plaque policy. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: On September 8, 2025, the Town Council conducted a Work Shop to review and discuss a draft policy on the naming and renaming of Town facilities. Based on Council direction provided during the workshop, staff revised the draft policy to incorporate several key changes before bringing forward this final document for consideration.

The Facility Naming & Special Recognition Plaque Policy establishes a structured process for reviewing requests from residents, organizations, or Council Members to name or rename Town facilities. It defines major and minor facilities, sets petition signature thresholds, and outlines qualifying criteria for honoring individuals or benefactors. The policy specifies that renaming existing facilities will be reserved for exceptional circumstances, prohibits the renaming of existing streets but allows certain honorary street names, and creates a separate process for commemorative plaques to recognize community service without renaming facilities.

The key revisions made following Council feedback include:

- Adjusting the submission period for naming requests to October in order to avoid the election cycle.
- Clarifying that the Town retains discretion over the design of all new signs and plaques.
- Expanding eligibility to honor an exceptional individual to include those with a record of military or first-responder service.
- Defining a significant gift warranting a naming as at least 60% of the capital cost of a facility.
- Prohibiting street renames, but allowing honorary street names under limited conditions.
- Prohibiting honorary street names on Indian Creek, Trophy Club Drive, and Bobcat Boulevard.
- Increasing the number of Verifiable Signatures required for renaming requests:
    - 250 signatures for Major Facilities
    - 125 signatures for Minor Facilities
- Establishing a process for creating special recognition plaques to acknowledge the contributions of residents without renaming facilities.

BOARD REVIEW/CITIZEN FEEDBACK: The draft policy was reviewed by the Town Council during its Work Shop on September 8, 2025.

FISCAL IMPACT: No immediate or foreseeable financial costs associated with adopting the policy are anticipated. However, future costs may arise from the fabrication and installation of approved signs, plaques, or markers related to naming requests.

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

ATTACHMENTS:
1. Resolution
2. Exhibit A: Facility Naming & Special Recognition Policy

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to approve the resolution adopting the facility naming and special recognition plaque policy.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB ADOPTING THE FACILITY NAMING AND SPECIAL RECOGNITION PLAQUE POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the "Town"), recognizes the importance of establishing a structured process for reviewing request from residents, organization, or Council Members to name or rename facilities; and

WHEREAS, on September 8, 2025, the Town Council conducted a Work Shop to review the draft policy and provide feedback and direction to Town staff on desired revisions; and

WHEREAS, the Facility Naming & Special Recognition Plaque Policy provided in Exhibit A encompasses changes as requested by the Town Council; and

WHEREAS, the Town Council has reviewed the proposed "Facility Naming & Special Recognition Plaque Policy" and finds that it aligns with the Town's interest in establishing a clear and transparent process for naming and renaming facilities, ensuring the effective and efficient use of Town resources.

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 Town Council hereby adopts the "Facility Naming & Special Recognition Plaque Policy", which is attached hereto as Exhibit A.

Section 3. The Town Manager is authorized and directed to implement the initiatives outlined in the "Facility Naming & Special Recognition Plaque Policy" and to present submissions to the Town Council.

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 13TH day of October 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

EXHIBIT A

FACILITY NAMING & SPECIAL RECOGNITION PLAQUE POLICY

TOWN OF TROPHY CLUB
TOWN FACILITY NAMING & SPECIAL RECOGNITION PLAQUE POLICY

Purpose

This Policy establishes a process and criteria for the consideration of requests from the public or Town Council for the naming or renaming of Town facilities.

Policy Statement

It is the policy of the Town of Trophy Club to name or rename Town-owned buildings, parks, trails, recreation facilities based upon the procedures outlined in this policy.

Section 1: Definitions

Major Facility: Larger facilities, including infrastructure and areas, that are primary areas used by the public for gathering or functions, including Town operations. Examples include Town buildings, parks, major trails, etc.

Minor Facility: Smaller facilities, including infrastructure and areas, that are secondary areas, usually located within Major Facilities, used by the public for gathering or functions, including Town operations. Examples include conference rooms, pavilions, bridges, fountains, park features, walkways, etc.

Verifiable Signatures: Signatures from property owners in Trophy Club that include the property owners full written name, address, affirmation that the person is the owner of the property within Trophy Club, and affirmation that the person is in support of the request. Only one Verifiable Signature is permitted for each Trophy Club address.

Section 2: General Guidelines

1. This policy shall not affect the initial naming of streets through the subdivision platting process, which is exempt from this policy.
2. Existing named facilities should only be renamed under exceptional circumstances such as the honoring of an exceptional individual or the revocation of an existing name that no longer represents the Town's values.
3. The Town Council will not consider renaming existing streets; only honorary street names will be considered. Honorary street names will not be considered for Trophy Club Drive, Indian Creek, or Bobcat Boulevard.

4. The authority to name or rename Town facilities rests with the Town Council.
5. The Town Council reserves the right to remove or revoke the name of any Town-owned facility
6. The Town Council will consider facility naming requests once per year. Requests will be accepted in October of each calendar year. Final decisions regarding naming requests are expected to be considered by the Town Council in December.

Section 3: Qualifications for Naming/Renaming of Town Facilities

Qualifying criteria include the following:

A. Names to Avoid

When considering naming requests, the Town Council will avoid the following categories of names:

1. Cumbersome, corrupted, profane, derogatory, or discriminatory names
2. Names relating to age, race, religion, creed, national origin, sex, color, marital status, disability, or sexual orientation
3. Names having political affiliation
4. Names that are duplicate in sound or pronunciation to other Town facilities
5. Excessively long honorary street names (more than 20 characters)

B. Significance of the Proposed Name

The Town Council will consider the following questions to ensure that a proposed name has a positive, long-lasting image of significance.

a. Does the name have cultural or social significance for current and future generations?
b. Does the name engender a positive image?
c. Does the name symbolize a major achievement or advancement for the community?
d. Is the name suitable based on the location of the facility to be named/renamed?
e. Is the name free of unintentional meaning that could reflect poorly on the Town of Trophy Club?

C. Honoring Exceptional Individuals

The Town Council will consider naming/renaming requests to honor an exceptional individual who embodied several of the following characteristics:

1. Was a dedicated supporter of the community
2. Was a long-time resident of the Trophy Club community
3. Made a lasting and significant contribution to the Town of Trophy Club
4. Made substantial contributions to the betterment of a specific facility or area
5. Had a positive impact on the lives of Trophy Club residents
6. Demonstrated a service record of volunteerism in the community for many years
7. Had a history of honorary military or first-responder service

The Town Council will only consider names of individuals posthumously. An application posthumously honoring an exceptional individual must wait at least one year from the date of passing. Further, it is the intent of the Town Council to avoid naming Major Facilities after individuals.

D. Major Gifts

The Town Council will consider naming requests to honor benefactors that make major contributions toward Town facilities. Major contributions include:

1. Deeding to the Town the land where the facility will be located at no cost to the Town
2. Paying a significant portion (at least 60%) of the capital costs for the construction of the facility
3. Establishing a long-term endowment for the repair and maintenance of the facility that covers at least 60% of the repair and maintenance costs.

The Town will provide no direct benefit to the benefactor in return for the contribution.

Section 4: Requests to Name/Rename Town Facilities

Requests to name or rename Town facilities may come from the general public (Town residents, business community, HOAs, civic organizations) or Town Council Members. All requests must be made via application to the Town Manager or designee.

Naming requests must include the following:

A. The proposed name
B. An explanation of why the Town facility should be named or renamed
C. Description of the proposed namesake's contribution to the community
D. Any other justification for assigning the proposed name to the specific Town facility
E. Petition containing the required number of Verifiable Signatures, if applicable, as indicated below

Section 5: Requests Made by the Public

A. Requests for an honorary street name must include Verifiable Signatures of at least 50% of the property owners on that street in support of the designation for consideration.
B. Requests to name a Major Facility must have at least 250 Verifiable Signatures for consideration.
C. Requests to name a Minor Facility must have at least 125 Verifiable Signatures for consideration.

Section 6: Requests Made by Town Council Members

Members of the Town Council may submit naming requests for consideration at any time.

A. Requests for an honorary street name must include Verifiable Signatures of at least 50% of the property owners on that street in support of the designation for consideration.
B. Requests to name a Major Facility must have at least 250 Verifiable Signatures for consideration.
C. Request to name a Minor Facility must have at least 125 Verifiable Signatures for consideration.

Council Member requests to name/rename Town facilities must have the support of at least one other Council Member before presenting the application to the Town Manager or designee. Council Members are limited to submitting or being a supporting second for one (1) naming/renaming request every three (3) years. A Council Member who submits a naming/renaming request or seconds a naming/renaming request may not submit or second another request for three (3) years from the date of submission.

Section 7: Process for Reviewing Naming Requests

The Town Manager or designee shall review the naming requests and evaluate the requestor's proposal in consideration of this policy.

Staff will consider the following when reviewing naming requests:

A. Impact on existing homes and businesses
B. Impact on public safety
C. Financial impact associated with changing signs, plaques, markers, etc. Costs associated with fabricating and installing signs, plaques, markers, etc. shall be the responsibility of the Town when naming/renaming facilities in compliance with this policy, except for requests for special recognition plaques as outlined in Section 10.
D. Appropriateness of the proposed name based on the facility naming criteria established by this policy
E. Input from the appropriate Town board or commission, if applicable. If a Town board or commission is involved in providing recommendations to the Town Council regarding activities conducted at that Town facility, the Town Manager shall present the proposal to that board or commission and seek that board or commission's recommendation. The recommendation shall be provided as a "yes or no" recommendation.

The Town Manager or designee shall complete evaluation within 30 days of receiving the request and forward the naming suggestion to the appropriate Town board or commission, if applicable, for a "yes or no" recommendation. Board or committee members shall disclose any potential conflicts, such as familial or business relationship, with a proposed name and recuse himself or herself from the discussion and vote. Naming requests shall be submitted for Town Council consideration within 30 days after the Town board or commission makes its recommendation, if such board or commission recommendation is required.

Section 8: Town Council Consideration and Adoption

A. *Naming/Renaming of Existing Town Facilities and Honorary Street Names:* The Town shall publish a notice of public hearing on the proposed name change or honorary street name in the official paper of record. Notification letters shall be mailed to impacted properties located within 200 feet of the location of the facility or street

segment. The Town Council shall hold a public hearing on the proposed name change to provide an opportunity for public input. Following the public hearing, the Town Council may adopt a resolution officially renaming the Town facility or approving the honorary street name. Council Members shall disclose any potential conflicts, such as familial or business relationship, with a proposed name and recuse himself or herself from the discussion and vote.

B. *Naming of New Town Facilities:* The Town Council shall hold a public hearing on the proposed name to allow for public input. Following the public hearing, the Town Council may adopt a resolution officially naming the Town facility.

C. The Town Council reserves the right to deny any naming/renaming request deemed not to be in the best interest of the Town, regardless of the recommendation made by Town boards and commissions or staff recommendation.

D. The Town reserves sole responsibility and discretion for designing and constructing all signs, plaques, markers, etc. to be placed or replaced by way of this policy.

Section 9: Town Council Special Recognition Plaques

The Town Council may direct staff to install commemorative plaques in common areas within the Town of Trophy Club in recognition of individuals or organizations that should be honored for their accomplishments and contributions to the Town. Such commemorative plaques do not name or rename areas; they are meant to recognize Trophy Club residents or organizations for several years of dedicated volunteerism and service in enhancing and improving specific areas. The following process shall guide the installation of special recognition plaques.

A. Upon request by the Town Council, the Council shall establish a subcommittee of three (3) Council Members to review the location of a special recognition plaque, wording of the plaque, and name(s) to be included. The subcommittee shall provide a recommendation to the full Town Council.

B. The Town Council shall conduct a public hearing of the special recognition plaque recommendation and may consider directing staff to proceed with the installation, as may be approved or amended by the Town Council.

C. If approved, Town staff shall install the plaque as directed by the Town Council. The Town shall be responsible for all fabrication and installation costs.

D. The Town Council will consider Town Council special recognition plaque requests once per year. Requests to establish the subcommittee will be accepted in October of each calendar year. Final decisions regarding special recognition plaques are expected to be considered by the Town Council in December.

Section 10: Requests for Special Recognition Plaques

Residents of Trophy Club and organizations that serve Trophy Club may request commemorative plaques in common areas within the Town of Trophy Club in recognition of individuals or organizations that should be honored for their accomplishments and contributions to the Town. Such commemorative plaques do not name or rename areas; they are meant to recognize Trophy Club residents or service organizations for several years of dedicated volunteerism and service in enhancing and improving specific areas. Typically, a special recognition plaque request is made in addition to the installation of an amenity such as a tree planting, park bench, or similar improvement and shall be limited to one plaque per amenity. The following process shall guide the installation of public requests for special recognition plaques.

A. A request shall be submitted in writing on the standard application form. A non-refundable $50 application fee shall be submitted for the administration of the request. The payment of the application fee is required at the time of application submission.

B. The application should provide clear evidence that the individual or organization to be honored has made a significant contributions to the quality of life in Trophy Club and demonstrated several years of volunteerism and service. The application must also indicate the intended amenity to be installed with the special recognition plaque.

C. Town staff will review all submitted applications for completeness and provide the applicant with a cost estimate for all costs associated with fabricating, purchasing, and installing the special recognition plaque as well as the accompanying amenity. The applicant is required to provide confirmation that they accept and will pay for all associated costs. The applicant will also acknowledge responsibility for replacement costs should the accompanying amenity become damaged or vandalized, if such costs are not covered by Town insurance.

D. Once the process above is complete, staff will submit the application to the Town Council for consideration at a regularly scheduled meeting. The Town Council shall conduct a public hearing and may consider approving the application request.

E. If approved, the applicant must pay the estimate prior to Town staff initiating installation. Any final cost adjustments based on cost escalations or differences will be immediately due by the applicant following installation.

F. The Town Council will consider requests for special recognition plaque requests once per year. Applications will be accepted in October of each calendar year. Final decisions regarding special recognition plaques are expected to be considered by the Town Council in December.

TOWN COUNCIL COMMUNICATION

MEETING DATE: October 13, 2025
FROM: Jason Wise, Fire Chief
AGENDA ITEM: Consider accepting the Town's state-approved emergency management plan and emergency support functions. (Jason Wise, Fire Chief)

BACKGROUND/SUMMARY:

As part of the Town's Strategic Plan, a key focus area was identified to prioritize public safety. Within this focus area, one of the primary objectives is to strengthen emergency management preparedness and public education. To support this objective, the Fire Department was tasked with leading two major initiatives: the introduction of an Emergency Management Coordinator position and the development of a comprehensive Emergency Operations Plan. Both initiatives were successfully completed within the current fiscal year, marking a significant step forward in enhancing the Town's emergency preparedness and ensuring a more coordinated response to potential incidents.

One of the most important functions of government is to protect its citizens, their property, and their way of life. The Town of Trophy Club Emergency Operations Plan (EOP) describes how this duty is fulfilled in response to emergency incidents and disasters. The purpose of the EOP is to outline the Town's approach to emergency operations by providing general guidance for emergency management activities and an overview of methods for mitigation, preparedness, response, and recovery.

The plan defines the emergency response organization and assigns responsibilities for various emergency functions. It serves as a framework for more specific functional annexes that describe in detail who does what, when, and how. The Town's Emergency Operations Plan consists of two components: the Basic Plan and the more detailed Emergency Support Function (ESF) Annexes. The ESF Annexes outline the objectives, policies, concepts of operation, and responsibilities of Town departments related to specific functional activities before, during, and after disasters. These annexes may be supplemented by additional supporting plans as needed.

The Town's Basic Plan complies with Homeland Security Presidential Directive 5, *Management of Domestic Incidents*; Presidential Policy Directive 8, *National Preparedness*; the National Response Framework; and Executive Order RP 40, which mandates the adoption of the National Incident Management System. The Basic Plan also provides an all-hazards emergency planning framework that aligns with the State of Texas Emergency Operations Plan.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: To support the development of the Town's Emergency Operations Plan and the creation of a shared Emergency Management Coordinator position, the Town Council approved an agreement on November 12, 2024, at a cost of $10,000. This funding covered initial consulting services and support for plan development. The project was completed within the current fiscal year and remained within the approved budget, with $10,000 allocated annually to support the ongoing shared position with the City of Roanoke.

LEGAL REVIEW: N/A

ATTACHMENTS:
1. Presentation
2. Basic Plan
3. Crisis Communication Plan

ACTIONS/OPTIONS:
Staff recommends that the Town Council move to accept the state-approved Town emergency management plan and emergency support functions.

TOWN OF TROPHY CLUB

Emergency Management

Prioritize Public Safety

FY-25 Department Work Plan Items

- Draft and interlocal agreement with Roanoke for emergency management coordinator services.
- Develop a draft outline, structure, and content for emergency operating procedures.
- Organize a meeting with key stakeholders to define communication roles and responsibilities.
- Review and finalize a Town emergency operating procedures manual.

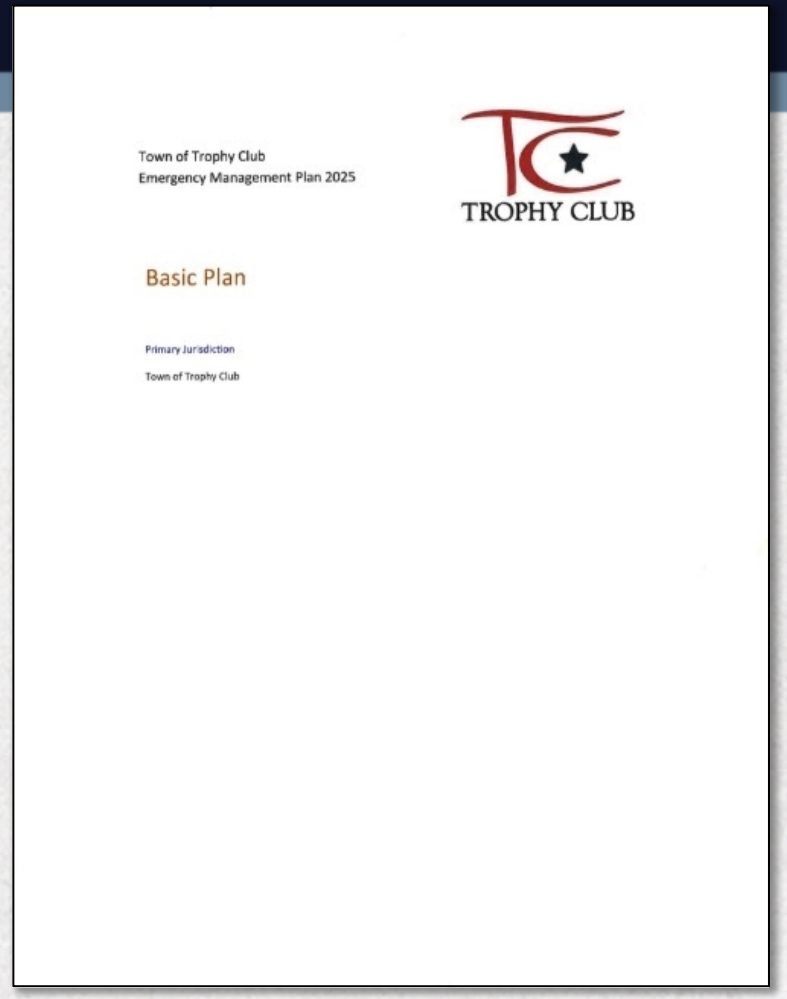
FY-25 Department Work Plan Items

- Develop a draft outline, structure, and content for a crisis communication handbook.
- Review and finalize the crisis communication handbook and emergency communication strategy.
- Develop and conduct training sessions and simulations for town officials and staff on emergency management and communications protocols.

Why Trophy Club Needs an Emergency Operations Plan

TX Requirement – State Law / Rules

Section 418.106 requires each local government to prepare and keep current an emergency management plan, which must be consistent with the state emergency management plan.


Town of Trophy Club
Emergency Management Plan 2025

TROPHY CLUB

Basic Plan

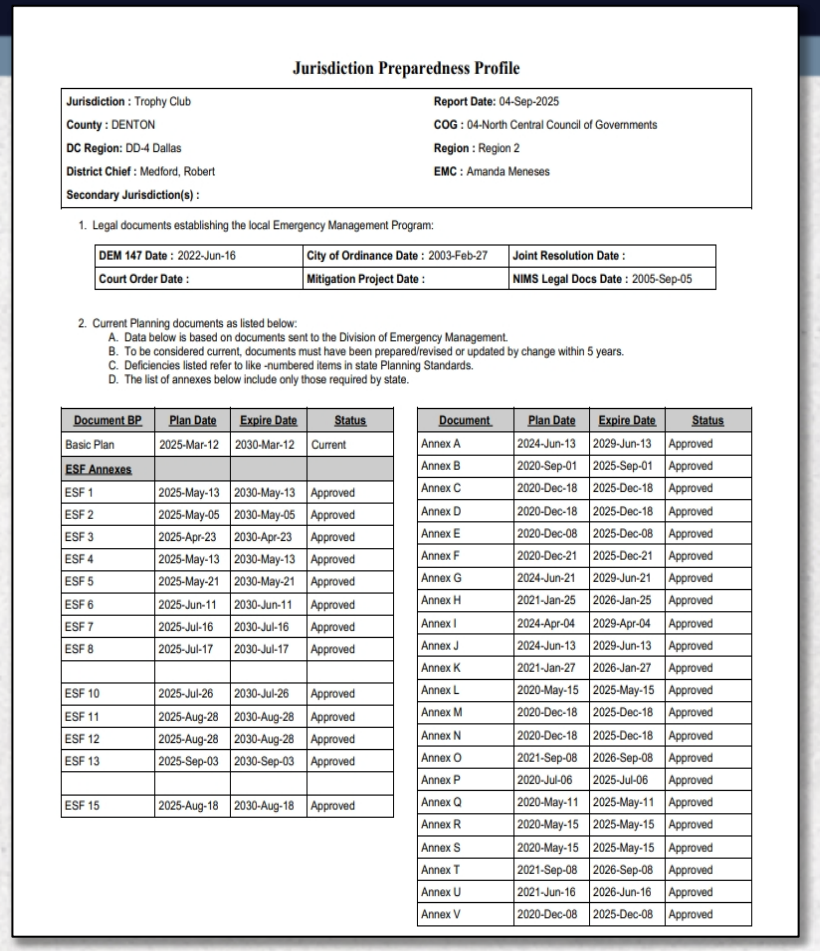
Primary Jurisdiction

Town of Trophy Club

Why Trophy Club Needs an Emergency Operations Plan

TAC, Title 37, Part 1, Chapter 7, Rule §7.12

- Establishes that cities and counties must prepare, maintain, and submit emergency operations plans for state approval.
- TDEM provides the planning standards and annex requirements that must be followed for approval.



Jurisdiction Preparedness Profile

Jurisdiction : Trophy Club	**Report Date:** 04-Sep-2025
County : DENTON	**COG :** 04-North Central Council of Governments
DC Region: DD-4 Dallas	**Region :** Region 2
District Chief : Medford, Robert	**EMC :** Amanda Meneses
Secondary Jurisdiction(s) :	

1. Legal documents establishing the local Emergency Management Program:

DEM 147 Date : 2022-Jun-16	**City of Ordinance Date :** 2003-Feb-27	**Joint Resolution Date :**
Court Order Date :	**Mitigation Project Date :**	**NIMS Legal Docs Date :** 2005-Sep-05

2. Current Planning documents as listed below:
   A. Data below is based on documents sent to the Division of Emergency Management.
   B. To be considered current, documents must have been prepared/revised or updated by change within 5 years.
   C. Deficiencies listed refer to like -numbered items in state Planning Standards.
   D. The list of annexes below include only those required by state.

Document BP	Plan Date	Expire Date	Status
Basic Plan	2025-Mar-12	2030-Mar-12	Current
ESF Annexes			
ESF 1	2025-May-13	2030-May-13	Approved
ESF 2	2025-May-05	2030-May-05	Approved
ESF 3	2025-Apr-23	2030-Apr-23	Approved
ESF 4	2025-May-13	2030-May-13	Approved
ESF 5	2025-May-21	2030-May-21	Approved
ESF 6	2025-Jun-11	2030-Jun-11	Approved
ESF 7	2025-Jul-16	2030-Jul-16	Approved
ESF 8	2025-Jul-17	2030-Jul-17	Approved
ESF 10	2025-Jul-26	2030-Jul-26	Approved
ESF 11	2025-Aug-28	2030-Aug-28	Approved
ESF 12	2025-Aug-28	2030-Aug-28	Approved
ESF 13	2025-Sep-03	2030-Sep-03	Approved
ESF 15	2025-Aug-18	2030-Aug-18	Approved

Document	Plan Date	Expire Date	Status
Annex A	2024-Jun-13	2029-Jun-13	Approved
Annex B	2020-Sep-01	2025-Sep-01	Approved
Annex C	2020-Dec-18	2025-Dec-18	Approved
Annex D	2020-Dec-18	2025-Dec-18	Approved
Annex E	2020-Dec-08	2025-Dec-08	Approved
Annex F	2020-Dec-21	2025-Dec-21	Approved
Annex G	2024-Jun-21	2029-Jun-21	Approved
Annex H	2021-Jan-25	2026-Jan-25	Approved
Annex I	2024-Apr-04	2029-Apr-04	Approved
Annex J	2024-Jun-13	2029-Jun-13	Approved
Annex K	2021-Jan-27	2026-Jan-27	Approved
Annex L	2020-May-15	2025-May-15	Approved
Annex M	2020-Dec-18	2025-Dec-18	Approved
Annex N	2020-Dec-18	2025-Dec-18	Approved
Annex O	2021-Sep-08	2026-Sep-08	Approved
Annex P	2020-Jul-06	2025-Jul-06	Approved
Annex Q	2020-May-11	2025-May-11	Approved
Annex R	2020-May-15	2025-May-15	Approved
Annex S	2020-May-15	2025-May-15	Approved
Annex T	2021-Sep-08	2026-Sep-08	Approved
Annex U	2021-Jun-16	2026-Jun-16	Approved
Annex V	2020-Dec-08	2025-Dec-08	Approved

Trophy Club Transition

By coming off the Denton County Emergency Operations Plan (EOP), the Town of Trophy Club has developed a customized Emergency Operations Plan tailored specifically to its unique capabilities, resources, and operational practices.

This localized approach ensures the plan not only aligns with regional standards but also serves as a practical, town-specific guide for effectively responding to large-scale emergencies and disasters.

The Process of Developing the EOP

EMERGENCY OPERATIONS PLAN

- Assessed Current Capabilities: Evaluated how the Town of Trophy Club prepared for, responded to, and recovered from emergencies, and identified areas for improvement.
- Conducted Hazard and Risk Analysis: Analyzed specific hazards and risks that could impact the community to inform planning priorities.

The Process of Developing the EOP

- Coordinated with Partners: Collaborated with internal departments and external partners to define roles, assign responsibilities, and outline critical operational details.
- Ensured Practical Usability: Developed the plan in clear, actionable language so it could be easily understood and implemented by any authorized personnel during an emergency.

EMERGENCY OPERATIONS PLAN

The Purpose of the Emergency Operations Plan

Legal Compliance

- Fulfills the requirement under the Texas Disaster Act (Government Code §418.106) and Texas Administrative Code (37 TAC §7.12) that every jurisdiction maintain a current, state-approved plan.

Eligibility for State and Federal Assistance

- Maintains eligibility to receive state and federal disaster assistance (FEMA reimbursements, Homeland Security grants, etc.).
- Without an approved plan, reimbursement for disaster costs can be delayed or denied.

The Purpose of the Emergency Operations Plan

Standardization and Coordination

- Ensures the plan is consistent with the State of Texas Emergency Management Plan and follows TDEM planning standards.
- Provides a common structure that aligns with the National Incident Management System (NIMS) and ICS.
- Clarifies responsibilities across city departments and with regional/state partners.

Operational Readiness and Continuity

- Serves as a roadmap during disasters so responders and decision-makers know their roles.
- Helps ensure anyone can step in, reference the plan, and sustain operations if leadership changes or is unavailable.

TOWN OF TROPHY CLUB

The Purpose of the Emergency Operations Plan

Increases community resilience by outlining how the jurisdiction will prepare, respond, recover, and mitigate against hazards.

The Road Ahead for a Safer Trophy Club

- Develop and conduct training sessions for town officials and staff on emergency management and communications protocols.
- New outdoor warning sirens with enhanced technology to improve emergency communication and public alerting.
- Continue to build the Emergency Management Program

Questions/Discussion

Town of Trophy Club
Emergency Management Plan 2025

Basic Plan

Primary Jurisdiction

Town of Trophy Club

APPROVAL AND IMPLEMENTATION

This plan applies to all departments assigned emergency responsibilities in this plan, and to others as designated by the Emergency Management Coordinator.
The Emergency Management Coordinator will provide guidance and direction in the conduct of emergency response and disaster recovery activities.
This plan is hereby approved for implementation and supersedes all previous editions.

Date	Signed by	Signature
3/10/25	Jeannette Tiffany, Mayor Town of Trophy Club	
3/12/25	Amanda Meneses, Emergency Management Coordinator	

Record of Changes

This page is used to date and describe changes to this document, followed by the initials of the person who made the change.

Use this table to record the following information:

- Change number, in sequence, beginning with 1
- Date change was made to the document
- Description of change and rationale if applicable
- Initials of the person who made the change

Number	Date		Description	Name/Initials

Version 3.0 January 2024

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Authority and Guidance

This section lists authorities and guidance that govern or inform the development and implementation of the Town of Trophy Club Emergency Management Plan.

Local

- Town of Trophy Club Ordinance 87-07, Sec. 1, adopted 3/23/87, Article 1.06 Emergency Management.
- Inter-local Agreements & Contracts. See the summary in Attachment 6.

State

- Constitution of the State of Texas
- Respective state agency, department, and commission-enabling legislation
- Texas Education Code § 88
- Texas Government Code
  - § 411.301-307 Power Outage Alert
  - § 418 Emergency Management
  - § 421 Homeland Security
  - § 433 State of Emergency
  - § 791.006 Liability in Fire Protection Contract or Provision of Law Enforcement Services
  - § 791.025 Contracts for Purchases
  - § 791.027 Emergency Assistance
- Texas Health & Safety Code 773 Emergency Medical Services
- Texas Health & Safety Code 778 Emergency Management Assistance Compact
- Texas Local Government Code
  - § 616 Emergency Interim Public Office Succession Act
  - § 391 Regional Planning Commissions

    - Texas Water Code § 13 Water Rates and Services
    - Subtitle C, 16 Provisions Generally Applicable to Water Development
- Executive orders of the governor
    - GA 05 Relating to Emergency Management of Natural and Human-Caused Events, Emergencies, and Disasters (2018)
    - RP 16 Relating to the Creation of the Statewide Texas Amber Alert Network (2002)
    - RP 40 Relating to the Designation of the National Incident Management System as the Incident Management System for the State of Texas (2005)
    - RP 68 Relating to the Creation of Blue Alert Program (2008)
    - RP 69 Relating to the Creation of the Governor's Commission for Disaster Recovery and Renewal (2008)
- Texas Homeland Security Strategic Plan 2021-2025
- Texas State Historical Association. (2022). *Texas Almanac.* (E. Alvarez, Ed.) Dallas: Texas State Historical Commission.

Federal

- U.S Constitution, as amended
- Robert Stafford Disaster Relief and Emergency Assistance Act, Public Law 93- 288, as amended
- 42 S. Code § 5170. (2013, January 29). Procedure for Declaration.
- Price-Anderson Amendments Act of 1988, Public Law 100-408, as amended
- Americans with Disabilities Act (ADA) of 1990, as amended
- Post-Katrina Emergency Management Reform Act (PKEMRA), 2006
- Housing and Economic Recovery Act of 2008
- Sandy Recovery Improvement Act (SRIA) of 2013
- Disaster Recovery Reform Act of 2018

- 42 United States § 68 Disaster Relief Sub § IV. Major Disaster Assistance Programs Section Code § 5170. (2021, January 3, 2022). Procedure for Declaration.
- The National Security Strategy, October 2022
- Emergency Alert System, Code of Federal Regulations, (CFR) 47, Chapter 1, Subchapter A, Part 11
- Emergency Management and Assistance, Code of Federal Regulations, (CFR) 44
- Emergency Planning and Community Right-to-Know Act Section 301
- Emergency Management Assistance Compact, Public Law 104-321
- Executive orders of the president
  - Homeland Security Presidential Directive (HSPD) 3: Homeland Security Advisory System, March 2002
  - Homeland Security Presidential Directive (HSPD) 5: Management of Domestic Incidents. February 2003
  - Homeland Security Presidential Directive (HSPD) 7: Critical Infrastructure Identification, Prioritization, and Protection, December 2003
  - Homeland Security Presidential Directive (HSPD) 8: National Preparedness, March 2011
  - Executive Order 13347, Federal Register, Individuals with Disabilities in Emergency Preparedness

References

- ADA Title II Regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, U.S. Department of Justice, September 15, 201
- Developing and Maintaining Emergency Operations Plans: Comprehensive Preparedness Guide (CPG) 101: Version 3.0 September 2021
- FEMA Manual 211-2-1: National Warning System (NAWAS) Operations, Version 2, July 2016
- FEMA REP Manual / NUREG 0654, December 2019
- Guidance on Planning for Integration of Functional Needs Support Services (FNSS) in General Population Shelters, November 2010
- NIMS, Third Edition, October 2017

- NRF, Fourth Edition, October 28, 2019
- U.S. Department of Commerce. (2020). QuickFacts Texas. Retrieved August 14, 2023, from United States Census Bureau: https://www.census.gov/quickfacts/fact/dashboard/TX

Overview

One of the most important functions of government is to protect its citizens, their property, and their way of life. In Texas, elected officials and the governor are responsible for meeting dangers to the state and its people presented by emergencies or disasters. The Town of Trophy Club Emergency Operations Plan describes how this duty is discharged in response to emergency incidents and disasters.

Purpose

The purpose of the Town of Trophy Club Emergency Operations Plan is to outline our approach to emergency operations and applies to the Town of Trophy Club. It provides general guidance for emergency management activities and an overview of our methods of mitigation, preparedness, response, and recovery. The plan describes our emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in more detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for the document includes our chief elected official and other elected officials, the emergency management staff, department and agency heads, and their senior staff members, leaders of local VOADs, and others who may participate in our mitigation, preparedness, response, and recovery efforts to include the whole community.

Scope

The Town of Trophy Club Emergency Operations Plan is an all-hazards emergency operations plan that applies to emergencies and disasters within the Town of Trophy Club.

The Town of Trophy Club Emergency Operations Plan describes the high-level responsibilities of the Town of Trophy Club agencies and partners who have responsibilities within this plan and within the scope of mitigation, preparedness, response, and recovery.

Because Texas is committed to a whole-community preparedness approach, the Town of Trophy Club Emergency Operations Plan and those involved in emergency preparedness planning strive to meet the needs of all residents (or constituents), including people with access and functional needs.

The Town of Trophy Emergency Operations Plan is intended to provide guidance and is not prescriptive or comprehensive. Readers should use judgment and discretion to determine the most appropriate actions at the time of an incident.

Plan Organization

There are two parts to the Town of Trophy Club Emergency Operations Plan:

- Basic Plan
- Emergency Support Function Annexes

Optional Parts to the Basic Plan:

- Support Annexes
- Hazard Annexes
- Local Hazard Mitigation Plan

The Basic Plan is designed to integrate with other agency or entity plans and annexes.

Component	Description
Basic Plan	Describes the Town of Trophy Club's emergency management organization and a system of coordination.
Emergency Support Function (ESF) Annexes	Outline the objectives, policies, concepts of operations, and responsibilities of the Town of Trophy Club agencies relative to unique functional activities before, during, and after disaster. These annexes may be augmented by other supporting plans.
Functional Annexes	Describe the policies, processes, roles, and responsibilities of various partners--government officials, departments and agencies, private sector elements, and nonprofit organizations--before, during, and after emergencies.
Support Annexes	Describe essential supporting aspects that are common to all incidents and serve as the primary mechanism for providing assistance at the operational level. Other supporting plans may enhance these emergency support functions.
Hazard-Specific Annexes	Address how the Town of Trophy Club responds to specific types of incidents and may be referenced by other annexes. Hazard annexes may be augmented by other supporting plans.
Local Hazard Mitigation Plan	Establish a framework for the jurisdiction to conduct an effective, coordinated mitigation program to prevent catastrophic impacts to people and property from natural hazards.

State and Local Alignment

The Basic Plan complies with Homeland Security Presidential Directive 5 (HSPD-5) "Management of Domestic Incidents," Presidential Policy Directive 8 (PPD-8) "National Preparedness," the National Response Framework (NRF), and Executive Order RP 40, which mandates the adoption of the National Incident Management System (NIMS) as the "declared state standard for incident management." The Basic Plan provides an all-hazards emergency planning framework that is informed by the State of Texas Emergency Operations Plans.

Definitions and Terms

Acronyms

AAR	After Action Report
ARC	American Red Cross
BSOC	Border Security Operations Center
CFR	Code of Federal Regulations
CIS	Criminal Intelligence Service
COG	Council of Governments
DDC	Disaster District Committee
DHS	Department of Homeland Security
DSHS	Department of State Health Services
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FAOC	FEMA Alternate Operations Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
FOC	FEMA Operations Center
HazMat	Hazardous Material
HSIN-CI	Homeland Security Information Network – Critical Infrastructure
HSOC	Homeland Security Operations Center
HSPD-5	Homeland Security Presidential Directive 5
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JP	Justice of the Peace
JTTF	Joint Terrorism Task Force
ME	Medical Examiner
NOAA	National Oceanographic and Atmospheric Administration
NIMS	National Incident Management System
NRF	National Response Framework
NWS	National Weather Service
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SAR	Search and Rescue
SOPs	Standard Operating Procedures
SOC	State Operations Center
TAHC	Texas Animal Health Commission
TCEQ	Texas Commission on Environmental Quality
TDEM	Texas Division of Emergency Management
TEEX	Texas A&M Engineering Extension
TFS	Texas A&M Forest Service
TRRN	Texas Regional Resource Network
TSA	The Salvation Army
TxDOT	Texas Department of Transportation

Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Chair. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Disaster District Emergency Management Council Representatives. A Disaster District Emergency Management Council Representative (DDEMC-R) consists of representatives of state agencies, boards, commissions, and organized volunteer groups with membership in the TEMC. TEMC members are responsible for designating a representative to the Disaster District Emergency Operations Center (DDEOC) and provide call list information to the Disaster District Chair.
5. Disaster District Emergency Operations Center. Serves as a clearinghouse for local emergency response support from state agencies and entities. The DDEOC, when it is activated, is also the liaison between the local jurisdictions.
6. Regional Emergency Operations Center. Coordinates and supports operations among the impacted DDEOCs in the affected area and the State Operations Center (SOC).
7. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
8. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster ensuring the needs of the whole community are addressed.
9. Emergency Situations. As used in this plan, this term is intended to describe a range of occurrences, from a minor incident to a catastrophic disaster. It includes the following:
    a. Incident. An incident is a situation that is limited in scope and potential Characteristics of an incident include:
        i. Involves a limited area and/or limited population.
        ii. Evacuation or in-place sheltering is typically limited to the immediate area of the incident
        iii. Warning and public instructions are provided in the immediate area, not community-wide.
        iv. One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
        v. May require limited external assistance from other local response agencies or contractors.
        vi. For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.

b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
   i. Involves a large area, significant population, or important
   ii. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
   iii. May require community-wide warning and public
   iv. Requires a sizable multi-agency response operating under an incident
   v. May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
   vi. The EOC will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
   vii. For the purposes of the NRF, an emergency (as defined by the Stafford Act) is "any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States."

c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
   i. Involves a large area, a sizable population, and/or important
   ii. May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
   iii. Requires community-wide warning and public
   iv. Requires a response by all local response agencies operating under one or more incident
   v. Requires significant external assistance from other local response agencies, contractors, and extensive state or federal
   vi. The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
   vii. For the purposes of the NRF, a major disaster (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.

d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time and would immediately overwhelm local and state capabilities. All catastrophic incidents are Incidents of National Significance.

10. Hazard Analysis. A document, published separately from this plan, that identifies the local hazards that have caused or possess the potential to adversely affect public health and safety, public or private property, or the environment.
11. Hazardous Material (Hazmat). A substance in a quantity or form posing an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability to inflict harm during an accidental occurrence, is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a

threat to health and the environment when improperly managed. Includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.

12. Incident Action Plan. An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for the management of an incident during one or more operational periods.
13. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
14. Stafford Act. The Robert Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
15. Standard Operating Procedures. Approved methods for accomplishing a task or set of tasks. SOPs are typically prepared at the department or agency level and may also be referred to as Standard Operating Guidelines (SOGs).

Situation

Population

The Town of Trophy Club has a population of 13666, in 2023. This population figure is trending up. The Town of Trophy Club has an estimated Access and Functional Needs (AFN) population of 519.

Geography

The Trophy Club is an affluent suburb of the Dallas–Fort Worth metroplex. When established in the 1970s, it was one of the earliest premier planned communities in Texas, built around the only golf course designed by Ben Hogan. Trophy Club is Located on the State Highway (SH) 114 corridor near Southlake, Westlake, and Roanoke, with close proximity to both the Dallas/Fort Worth International Airport and Alliance Airport. Town coordinates are 33°00'15"N 97°11'34"W.

Hazard Analysis

Natural Hazards

Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Drought	Highly Likely	Limited	Major
Earthquake	Unlikely	Limited	Limited
Flash Flooding	Highly Likely	Limited	Moderate
Flooding (river or tidal)	Occasional	Limited	Moderate
Hurricane	Unlikely	N/A	N/A
Subsidence	Likely	Limited	Moderate
Tornado	Likely	Moderate	Major
Wildfire	Highly Likely	Moderate	Major
Winter Storm	Highly Likely	Limited	Limited
Extreme Heat	Highly Likely	Moderate	Limited
Hail	Highly Likely	Limited	Moderate
Lightning	Highly Likely	Limited	Moderate
Thunderstorm Winds	Highly Likely	Moderate	Major

Technological Hazards

Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Dam Failure	Unlikely	Limited	Limited
Energy / Fuel Shortage	Likely	Moderate	Limited
Hazmat/Oil Spill (fixed site)	Likely	Moderate	Limited

Hazmat/Oil Spill (transport)	Highly Likely	Moderate	Moderate
Major Structure Fire	Highly Likely	Moderate	Major
Nuclear Facility Incident	Unlikely	N/A	N/A
Water System Failure	Likely	Major	Limited

Human-Caused Hazards

Hazard Type	Likelihood of Occurrence	Estimated Impact on Public Health and Safety	Estimated Impact on Property
Civil Disorder	Likely	Limited	Moderate
Enemy Military Attack	Unlikely	Major	Moderate
Terrorism	Likely	Moderate	Limited

Planning Assumptions

In Texas, planning assumptions are considered to be information accepted by planners as being true, in the absence of facts, in order to provide a planning framework. The Town of Trophy Club planners have made the following assumptions in preparing the Basic Plan:

- Our jurisdiction will continue to be exposed to and subject to the impact of those hazards described above as well as lesser hazards and others that may develop in the future.
- It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warnings to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
- Emergencies and disasters may result in one or more of the following:
    - Injury and/or loss of life.
    - Damage and destruction to public and private property.
    - Disruption of utilities (electric, gas, internet, telephone, and water) and daily life activities.
    - Displacement of persons and families
    - Disruption of local services (sanitation, emergency medical services, fire, and police).
    - Shortages of temporary and permanent housing.
    - Damage or destruction to public and private records.

    - Impacts on the environment.
    - Social and economic disruption.

- Outside assistance will be available in most emergency situations affecting our area of jurisdiction. Since it takes time to summon external aid, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.

- Proper mitigation actions, such as floodplain management, and fire inspection, can prevent or reduce disaster-related loss. Detailed emergency planning, training of emergency responders and other personnel, and conducting periodic emergency drills and exercises can improve our readiness to deal with emergency situations.

Concept of Operations

Emergency management activities in the state of Texas vary significantly in type, size, and complexity. This section outlines the general concept of operations for the Town of Trophy Club's planned response in support of the basic emergency response and initial recovery operations. The organization and responsibilities of stakeholders are found in the Organization and Assignment of Responsibilities section of this plan.

- Texas coordinates with local jurisdictions to manage mitigation grant programs that prevent or reduce catastrophic impacts to people and property from disasters and emergencies.

- Texas's initial response to disasters and emergencies starts with local jurisdictions working with city or county emergency management officials. Pursuant to Texas Government Code § 418.102, a local government must utilize its resources and the resources available through mutual aid agreements before requesting assistance from the state.

- If a jurisdiction's response resources are overwhelmed, imminently threatened, or are anticipating a resource need, assistance can be requested from the state. If the scope of the incident has expanded beyond the resource capabilities of the state, the State Operations Center may seek intrastate mutual aid, assistance from voluntary and private sector organizations, and/or federal aid.

- Local jurisdictions declare disasters and submit damage assessments to the state. The state coordinates and manages the damage assessment process with local and federal partners and prepares declarations from the governor. The state manages recovery grant programs to local jurisdictions affected by disasters and emergencies.

Objectives

The overall objectives of the Basic Plan are to:

- Prepare and protect the Town of Trophy Club community, including businesses and visitors against significant threats and hazards in a manner that allows vital interests and everyday activities to continue.

- Reduce the loss of life and property by lessening the impact of disasters.

- Respond quickly to save lives, protect property and the environment, and meet basic human needs after an incident.
- Assist communities recovering from an incident with continued stabilization of vital support systems and community restoration.

These objectives apply to all hazards and may be used to assist with any disaster requiring state-level emergency management response support.

Emergency Management Coordination

Coordination of emergency management activities typically takes place in a couple of fixed structures, if not locations. The immediate incident is managed at the Incident Command Post (ICP), which may be established ad hoc or may be a dedicated structure or unit.
In keeping with best practices, the presumptive Incident Commander is the first capable element on the scene. Command may be transferred upon arrival of a higher-ranked or better-equipped element.
During an emergency, departments will retain administrative and policy control over their employees and equipment, though personnel and equipment will carry out mission assignments as directed by the IC.
Each department is responsible for maintaining its own procedures to be followed during such operations, which incorporate interagency procedures to facilitate coordinated effort.
The Emergency Operations Center (EOC) will have a location available on file and house the parties responsible for emergency support functions, as well as entities that provide support for both the ICP and the jurisdiction affected in preparedness, response, recovery, and mitigation as necessary.

The Town of Trophy Club EOC may be activated by:

1. Mayor
2. Town Manager
3. Fire Chief
4. Police Chief
5. Emergency Management Coordinator

The EOC serves as an information and intelligence hub. Situation awareness is coordinated through the entities within the EOC, and disseminated to the elements in the field, as well as to neighboring jurisdictions, elected officials, liaisons to the State of Texas, and the State Operations Center. As may be deduced, the EOC serves as a form of communication hub as well, though an EOC will not replace the function of a dedicated dispatch or similar communications office.
The major contribution of the EOC to incident management is in resource support. As first responders are stretched thin and gaps form, the EOC manages the flow of logistical support to ensure that elements on the ground have the personnel and equipment needed to function. In addition, the EOC must ensure that the jurisdiction is not paralyzed by any given incident and that resources exist for the jurisdiction beyond the incident site.
The EOC, in their function of providing information and guidance regarding an emergency, may handle considerations for mass care activities per ESF 6 and evacuations.

In the event that the EOC is impacted by an incident, an alternate is established at a dissociated location on file. This alternate facility is tested and maintained in accordance with best practices and per local policy/ordinance/SOP.

The Town of Trophy Club resource list is housed at the Roanoke Fire Department, Office of Emergency Management, and is available as needed. This list may or may not be added to this basic plan as an addendum.

Note that the state and its jurisdictions rely on the National Incident Management System (NIMS) in planning, training, exercising for, and responding to emergencies and disasters.

In Texas, the initial response to emergencies and disasters is conducted by local jurisdictions working with city or county emergency management officials. A local government is expected to use its own resources and the resources available to it through mutual aid agreements before requesting assistance from the state. However, early communication and coordination are encouraged when additional resource needs can be anticipated.

If a jurisdiction's response resources are overwhelmed, imminently threatened or a local jurisdiction is anticipating a resource need, the jurisdiction may request aid from its local Disaster District Committee (DDC). The DDC serves as a clearinghouse for local emergency response support from state agencies and entities. The DDC, when it is activated, is also the liaison between the local jurisdictions and the State Operations Center (SOC).

Phases of Emergency Management

This plan addresses emergency actions that are conducted during all four phases of emergency management.

Mitigation

Mitigation activities are an integral part of the emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. For more information about hazard mitigation programs refer to the TDEM website.

Preparedness

Conduct preparedness activities to develop the response capabilities needed in the event of an emergency. The preparedness activities included in our emergency management program are:

- Providing emergency equipment and facilities.
- Emergency planning, including maintaining this plan, its ESFs, and appropriate SOPs.
- Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
- Conducting periodic drills and exercises to test plans and training.

Response

Responding to emergency situations effectively and efficiently requires planning and coordination. Response operations are intended to resolve an emergency situation while reducing the loss of life and property and protecting the environment. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated response functions.

Recovery

Recovery operations involve both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, government, and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in ESF 16, Recovery. Refer to ESF 6, Mass Care, for additional details about mass care-related recovery operations.

Organization and Assignment of Responsibilities

This section describes the organization and responsibilities of stakeholders with key capabilities during emergency management preparedness, response, and initial recovery.

Emergency Management Directors and Coordinators

In Texas, mayors and county judges serve as emergency management directors and bear the responsibility for maintaining an emergency management program within their jurisdictions (Texas Government Code § 418.1015). A mayor or county judge may appoint an emergency management coordinator to help discharge these duties.

The mayor or county judge may declare a local disaster, when there is an immediate threat, without the consent of either the city council or county commissioners, respectively. However, the declaration may last no longer than seven days unless continued by the city council or county commissioners.

The presiding officer of each political subdivision of the state shall notify the Texas Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program and the person designated to head that program (Texas Government Code § 418.101 (a)). Any chief elected official of a municipal corporation that has a desire to create, and the capability to implement, a local emergency management program may develop and administer a program for their jurisdiction. Any municipal corporation that creates and implements a local emergency management program shall notify the Texas Division of Emergency Management of such a program (Texas Government Code § 418.103).

Each local or interjurisdictional emergency management agency shall prepare and keep current an emergency management plan for its area providing for disaster mitigation, preparedness, response, and recovery that provides for economic stabilization methods and security measures. The local or interjurisdictional emergency management agency shall prepare and distribute a clear and complete statement of the responsibilities of all local agencies and officials, and of the disaster channels of assistance, to all appropriate officials. (Texas Government Code § 418.106).

In responding to emergencies and disasters, a local government is expected to use its own resources and the resources available to it through mutual aid agreements before requesting assistance from the state. If local and mutual aid resources are exceeded, the local government may request assistance from the state (Texas Government Code §418.102).

Disaster Districts and Disaster District Committees

Per Texas Government Code § 418.113, the state is divided into 24 disaster districts to engage in homeland security preparedness and response activities. The boundaries of the disaster districts must coincide with the geographic boundaries of the state planning regions established by the governor under Local Government Code § 391. A disaster district committee is established for each disaster district and is composed of local representatives of the state agencies, boards, and commissions and organized volunteer groups with representation on the Texas Emergency Management Council. Each disaster district committee must coordinate with political subdivisions within the disaster district to ensure that state and federal emergency assets are made available as needed to provide the most efficient and effective response possible.

Voluntary and Private Sector Organizations

The following is a description of various volunteer and private sector organizations that play a vital role in Texas emergency management.

Councils of Governments

Councils of governments are political subdivisions (Local Government Code § 391.003(c)) of the state that were organized to guide unified development and improve efficiency within regions. Texas has 24 councils of governments that represent all 254 counties. These councils of government are made up of counties, cities, school districts, and special districts, and are authorized to conduct regional planning, assist local governments in implementing plans and solving governmental problems, and contract with local, state, and federal governments and other public and private agencies to provide community services. Councils of governments also serve as intermediaries among federal, state, and local governments while reviewing applications for federal and state grants-in-aid and solid waste permits (Local Government Code § 391). Councils of government assist with communications coordination and personnel surge planning during disasters and emergencies (Government Code § 418.051)(Government Code § 418.1882). The Texas Association of Regional Councils is a statewide association that provides councils of governments a mechanism for exchanging information and ideas, educates other governmental entities and public and private organizations, educates the public about the services and functions of regional councils, and represents the councils when addressing state or federal agencies and legislative bodies.

Regional Advisory Councils

Regional advisory councils are the administrative bodies responsible for trauma system oversight within the bounds of a given trauma service area in Texas (Health and Safety Code § 773). Each of the 22 regional advisory councils is tasked with developing, implementing, and monitoring a Regional Emergency Medical Service Trauma System plan. Regional advisory council stakeholders are comprised of healthcare entities and other concerned citizens with an interest in improving and organizing trauma care. The common objective of each regional advisory council is to reduce the incidence of trauma through education, data collection, data analysis, and performance improvement. Regional advisory councils assist with communications coordination and personnel surge planning during disasters and emergencies (Government Code § 418.051) (Government Code § 418.1882). To ensure seamless coordination of regional advisory councils' resources being utilized by the state of Texas during an event, the chair of the Texas Emergency Management Council may direct regional advisory council resources during disasters and emergencies.

Texas Citizens Corps

Texas Citizens Corps is an association of the following five independent but related organizations that focus on readiness and response among Texas' communities:

- **Community Emergency Response Teams (CERT):** Educate citizens in disaster readiness and prepare them to assist their communities in the aftermath of a disaster.
- **Fire Corps:** Assists resource-constrained fire departments with safety outreach, youth programs, and administrative support. Educates citizens in disaster readiness and prepares them to assist their communities in the aftermath of a disaster.
- **National Neighborhood Watch Program:** Works to unite law enforcement agencies, private organizations, and individual citizens to help make communities safer.
- **Volunteers in Police Service (VIPS):** Helps local law enforcement to use volunteers more effectively.
- **Medical Reserve Corps (MRC):** Works in coordination with existing local emergency response programs and supplements existing community public health initiatives.

Voluntary Organizations Active in Disasters

Voluntary Organizations Active in Disasters (VOADs) are an important piece of Texas' emergency response plan. These organizations have the personnel and expertise to augment the state's capabilities or provide capabilities that the state does not have. The Town of Trophy Club works closely with the following volunteer/community organizations to provide additional support during an incident:

- American Red Cross
- North Texas Food Bank
- Trophy Club Emergency Volunteer Association (TCEVA)
- The Church at Trophy Lakes
- Fellowship United Methodist Church
- The Church of Jesus Christ of Latter-Day Saints
- Lake Cities Church of Christ

See the additional VOAD sheet located in Emergency Management.

Business and Industry Partnerships

Business and industry partners play a key role before, during, and after disasters. Texas businesses are involved in emergencies because large portions of Texas' infrastructure are privately owned. In addition, large amounts of hazardous materials moved within, or through, Texas, are handled by private industry. Business and industry partners must observe standards for the protection of critical infrastructure and develop individual continuity of operations plans. During disasters, many businesses may also work with the state and with VOADs to provide resources during incident response and recovery.

Federal Emergency Management Agency Region 6

When the state requires a resource or capability, the Texas Division of Emergency Management may request assistance from the Federal Emergency Management Agency Region 6 office, located in Denton, Texas.

Readiness Levels

Many emergencies follow some recognizable build-up period, which allows for a similarly gradual increase in the Town of Trophy Club's state of readiness. We utilize a 4-tier system. Readiness levels are determined by the Chief Elected Official or, in some circumstances, by the EMC. General actions taken at each level may be outlined herein or in the ESFs, while specific actions will be detailed in agency SOPs or general manuals.

The following Readiness Levels will be used to measure our alert posture:

Level 4: Normal Conditions

Incidents occur and officials are notified. One or more department agencies respond to handle the incident. An ICP may or may not be established. Limited assistance may be requested from other jurisdictions.

Normal operations of the government are not impacted.

Level 3: Increased Readiness

A situation that presents a greater potential threat than "Normal Conditions" but poses no immediate threat to life and/or property. Increased readiness actions may be appropriate when situations similar to the following occur:

1. Tropical Weather: A tropical weather system has developed that may impact the local area. Readiness actions may include regular monitoring, a review of applicable plans and resource status, determining staff availability, and placing personnel on standby.

2. Tornado Watch: There is a possibility that tornadoes may form. Readiness Actions may include situation monitoring and placing certain staff on alert.

3. Flash Flood Watch: Flash Flooding is possible due to heavy rains or anticipated heavy rains. Readiness actions may include increased situation monitoring, reconnaissance of areas susceptible to flood, and putting out signage.

4. Wildfire Threat: The conditions exist for wildfire. Readiness actions may include pre-positioning resources at at-risk areas, arranging for water tanker support, conducting aerial surveillance, and issuing burn bans.

5. Mass Gathering: A mass gathering may be taking place with the potential to become disruptive or dangerous. Readiness actions may include reviewing security procedures, traffic control SOP, fire protection and first aid planning, and determining additional requirements.

Declaration of Level 3 will generally require the initiation of the "Increased Readiness" activities defined in each ESF as applicable.

Level 2: High Readiness

A situation with a significant potential and probability of causing loss of life and/or property exists. This condition normally requires some degree of warning to the public, if possible. Actions could be triggered by severe weather warnings issued by the National Weather Service such as:

1. Tropical Weather Threat: A tropical system may impact the area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increased preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques to protect homes and businesses on the evacuation routes.

2. Tornado Warning: Issued when a tornado has actually been sighted in the vicinity or indicated by radio and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public.

3. Flash Flood Warning: Issued to alert persons that flash flooding is imminent or occurring in specific areas, and that immediate actions should be undertaken. Readiness Actions may include notifying the public about the warning, evacuating low-lying areas, opening shelters to house evacuees, and continuous situation monitoring.

4. Mass Gathering: Civil disorder is occurring with large-scale localized violence or is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.

Declaration of a Level 2 will generally require the initiation of the "High Readiness" activities identified in each ESF as applicable.

Level 1: Maximum Readiness

A situation exists wherein hazardous conditions are imminent. This condition denotes a greater sense of danger than associated with "Increased" or "High Readiness" events. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent or dire.

1. Tropical Weather Threat: The evacuation decision period is nearing for an approaching system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.

2. Tornado Warning: Tornado[es] has been sighted close to a populated area or approaching such. Readiness actions may include taking immediate shelter and placing Damage Assessment teams on standby.

3. Flash Flood Warning: Flooding is occurring or imminent. Readiness actions may include evacuation, rescue team alerting, sheltering evacuees and other displaced persons, and continuous monitoring.

4. Mass Gathering: Civil Disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on standby, all law enforcement present and

active, notification to the DDC that assistance may be needed and to keep them appraised, and continuous monitoring.

Declaration of a "Level 1" will generally require the initiation of the "Maximum Readiness" activities identified in each ESF as applicable.

Communication and Information

To ensure effective communication and intelligence flow, emergency response agencies at all levels must establish communication systems and protocols to organize, integrate, and coordinate intelligence among the affected agencies.

Communication

Each federal, state, and local jurisdiction or agency is responsible for developing its own methods of communication. This includes policies for the provision of alerts and warnings, as well as providing information to the media and public.

In Texas, state-level communications support is provided through coordination among multiple entities and the use of a wide range of resources. For more information, see the Texas Communications Annex (ESF 2).

Public Information

Public information activities are coordinated through a Virtual Joint Information System (VJIS). The VJIS provides the mechanism for integrating public information activities among public information representatives, across jurisdictions, and with private-sector and non-governmental organizations. For more information, see the Texas Public Information Annex (ESF 15).

Alert and Warning

Texas has a state warning system composed of three types of facilities to conduct warning operations: State Warning Point (SWP), Area Warning Centers (AWC), and Local Warning Points (LWP). The facility for the Town of Trophy Club LWP is Denton County 9-1-1. In addition to these, FEMA operates the Integrated Public Alert and Warning System (IPAWS). The SWP is located in the State Operations Center in Austin. The facility is operated 24 hours a day by the Texas Division of Emergency Management personnel and is equipped with a variety of primary, alternate, and redundant telecommunications systems. The facility receives warning information and incident reports from a variety of sources including federal, state agencies, and local entities, as well as commercial transportation, utility, and petrochemical companies. For more information, see the Texas Warning Support Annex.

Administration, Finance, and Logistics

It is incumbent upon the Town of Trophy Club's agencies and partners to document and audit the flow of resources and personnel, as well as maintain standard operating procedures or general manuals that support and complement emergency functions that may arise during an emergency.

The Town of Trophy Club maintains lines of succession documentation within its component agencies' COOP Plans. Parties responsible for ESFs will have a line of succession drawn up for the primary responsible party attached within each ESF.

Key Position Title	Primary Successor
Mayor	Mayor Pro Tem
Town Manager	Police Chief
Police Chief	Captain
Fire Chief	Deputy Fire Chief/Fire Marshal
MUD No. 1 General Manager	MUD No. 1 Operations Manager
Emergency Management	Fire Chief
Director of Communications and Marketing	Communications and Marketing Specialist
Liaison Officer Deputy Fire Chief	Senior Administrative Assistant (Fire)
Director Parks and Recreation	Recreation Superintendent
Community Services Director	Streets Superintendent
Finance Director	Senior Accountant
Human Resources Director	Human Resources Assistant

Agreements and Contracts

Should local resources prove to be inadequate during an emergency, requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing mutual-aid agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing wherever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.

In an effort to facilitate assistance pursuant to mutual aid agreements, our available resources are identified and are located/summarized at the Roanoke Fire Department, Office of Emergency Management.

Agreements and contracts pertinent to emergency management that we are party to are summarized in.

Reports

If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See ESF 10, Oil Spill and Hazardous Materials Response, for more information. If the party for a reportable spill cannot be located, the Incident Commander shall ensure that the required reports are made.

An initial emergency report should be prepared and transmitted by the EOC when an ongoing emergency incident appears likely to worsen and we may need assistance from peer governments or the State. A format for the construction of such a report can be obtained through the Texas Division of Emergency Management. The agency/official responsible for the initial report shall be designated as Roanoke Emergency Management.

Situation reports should be prepared and distributed daily by the EOC during disasters or major emergencies. A format for the construction of such a report can be obtained through the Texas Division of Emergency Management. The agency responsible for the development and distribution of the situation report shall be designated as Roanoke Emergency Management.

As soon as possible, all local jurisdictions should begin gathering initial damage estimates. These figures need not be exact but are necessary to complete the Disaster Summary Outline (DSO) as a basis for obtaining a Presidential Disaster Declaration. Event-specific DSO pin numbers are provided through District Coordinators or the SOC. DSOs should be re-submitted as costs change or are better estimated.

Other reports will be addressed in appendices or attachments as needed.

Records

The Town of Trophy Club is responsible for establishing administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

The ICP and EOC shall maintain accurate logs recording key response activities. These may include, but are not limited to:

1. Activation or deactivation of emergency facilities

2. Emergency notifications to other local governments and to state and federal agencies
3. Significant changes to the emergent situation
4. Major commitments of resources or requests for additional resources from external sources
5. Issuance of protective action recommendations to the public
6. Evacuations
7. Casualties
8. Containment or termination of the incident

All departments and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response as compared to day-to-day incidents to obtain an estimate of annual emergency response costs that can be used in preparing future department or agency budgets.
For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed costs for emergency operations, including:

1. Personnel costs, especially overtime
2. Equipment operations costs
3. Costs for leased or rented equipment
4. Costs for contract services to support emergency operations
5. Costs of specialized supplies expended for emergency operations

These records may be used to recover costs from the responsible party or insurers or as a basis for requesting financial assistance for certain allowable response and recovery costs from the state and/or federal government.

In order to continue normal governmental operations following an emergency situation or disaster, vital records must be protected. These include legal documents as well as property and tax records. The principal causes of damage to such are fire and water, therefore these essential records must be protected accordingly. Each agency responsible for a given ESF will include the protection of vital records within its SOP.

Should these records suffer damage, the Town of Trophy Club will seek professional assistance to preserve and restore them.

Training

It will be the responsibility of each department and/or EMC to ensure that agency personnel are, in accordance with NIMS, at the level of training, credentialing, fitness, and/or capability required for any positions they are tasked to fill.

Consumer Protection

Consumer complaints regarding alleged illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the City Attorney who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

Post-Incident and Exercise Review

The Town of Trophy Club Mayor and/or EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After-Action Report will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

Disaster Assistance Requests

The governor is granted the authority, by Tex. Gov. Code Ch. 418, to declare a state-level disaster. The presiding officer of the governing body of an incorporated city or a county or the chief administrative officer of a joint board is designated as the emergency management director for the officer's political subdivision and serves as the Governor's designated agent in the administration and supervision of duties under Chapter 418 (Tex. Gov. Code §418.1015). A local emergency management director may exercise the powers granted to the governor under this chapter on an appropriate local scale and may declare a local state of disaster.

Local Disaster Declaration

The chief elected official of a jurisdiction may declare a local state of disaster for the following reasons:

- To exercise extraordinary powers
- To activate preparedness, response, and recovery aspects of any and all applicable local emergency management plans
- To provide additional liability protection to government agencies and special or volunteer emergency workers
- To formally request general assistance from the state and federal governments

According to Tex. Gov. Code Ch. 418, a declaration of local disaster may not be continued or renewed for a period of more than **seven days** except with the consent of the governing body of the political subdivision.

Disaster Summary Outline

As soon as possible, all local jurisdictions should begin gathering initial damage estimates. These figures need not be exact initially but are necessary to complete the disaster summary outline as a basis for obtaining a presidential disaster declaration. Event-specific disaster summary outline pin numbers are provided through disaster district chiefs or the State Operations Center. Disaster summary outlines should be resubmitted as

costs change or are better estimated.

Logistics

Mutual Aid

The Texas Statewide Mutual Aid System was established to provide integrated statewide mutual aid response capabilities between local government entities that did not have written mutual aid agreements.

Texas is a member of EMAC, a congressionally ratified organization that provides procedures for rendering emergency assistance between states. After a state of emergency declaration, Texas can request and receive reimbursable assistance through EMAC from other member states. For more information, see the Texas Emergency Management Annex (ESF-5).

Resource Requests

State of Texas Assistance Requests (STARs)connect first responders in affected areas to personnel working in the SOC. During SOC activations, requests from local jurisdictions are identified, routed, authorized and fulfilled via the Web-Based Emergency Operations Center's (WebEOC) STAR process. For more information, see the Texas Emergency Management Annex (ESF-5).

Plan Development and Maintenance

This section describes the process by which this document is maintained and updated.

Development

The Town of Trophy Club Mayor is responsible for approving and promulgating this plan.

Relationship to Other Plans

The Local Emergency Management Basic Plan aligns vertically with state and federal emergency operations plans. The plan describes emergency management coordination between local, state, and federal government during a disaster. It outlines how the local jurisdiction will support requests for assistance from local jurisdictions.

Distribution of Planning Documents

The Town of Trophy Club Mayor shall determine the distribution of this plan and its ESFs. In general, copies of plans and ESFs should be distributed to those individuals, departments, agencies, and organizations tasked with this document. Copies should be set aside for the EOC and other emergency facilities, as well.

This plan includes a list (Attachment 1) that indicates who receives copies of this plan and the ESFs. In general, those who receive an ESF should receive this plan, as this plan outlines basic operations concepts and our emergency management organization.

Review

This plan and ESFs shall be reviewed annually by

- Roanoke Emergency Management
- Town of Trophy Club Mayor

The Roanoke Emergency Management Coordinator will establish a schedule for this annual review.

Training, Exercise, and After-Action Reports

The plan is exercised annually to provide practical, controlled, and operational experience to those who have responsibilities for emergency management and response. This requirement is applicable to the State Operations Center (SOC) and each Disaster District Emergency Operations Center (DDEOC). Following the conclusion of any significant disaster, incident, or exercise, the lead agency's representatives will conduct an after-action review of, and prepare an after-action report/improvement plan (AAR/IP) on, the group's activities during the disaster, incident, or exercise. Support agencies provide written or oral input and the lead agency representative consolidates all inputs into a finalized written AAR/IP and submits the report to the TDEM Exercise Unit.

Update

This plan is to be updated based on deficiencies identified during actual or simulated situations or emergencies and when changes in threat hazards, resources, capabilities, or government structure occur.

This plan must be revised or updated by formal change at least every five years. Responsibility for revising or updating this plan is assigned to the Roanoke Emergency Management Coordinator. Responsibility for revising or updating the plan or ESFs is outlined in the Section titled Assignment of Responsibilities. For details on the methods of updating planning documents, refer to the Comprehensive Planning Guide or to the Texas Division of Emergency Management.

Revised documents will be provided to all entities tasked with those documents.

Section 418 of the Government Code provides that TDEM shall periodically review local emergency management plans. The process for submitting new or updated planning documents is maintained by TDEM. The Town of Trophy Club Mayor is responsible for submitting copies of planning documents to our local Disaster Coordinator or to TDEM directly.

Plan Maintenance

EOPs are dynamic and ever-evolving. As a result, EOPs should be maintained by reviewing plans annually, after real-world incidents, and exercises.

Appendix 1: Distribution Lists

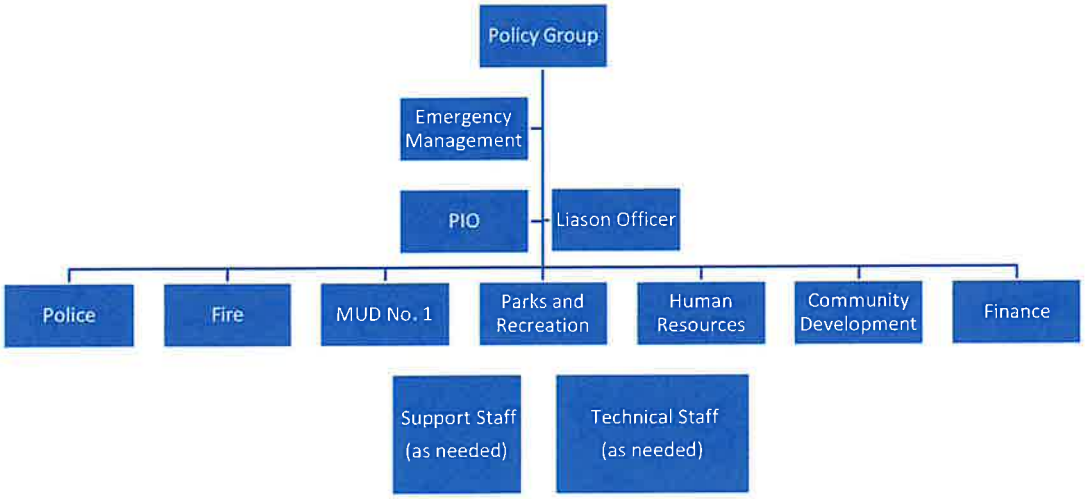
Jurisdiction/Agency	# of Digital Copies	# of Hard Copies
Trophy Police Club Department	1	2
Trophy Fire Club Department	1	4
Trophy Club City Manager's Office	1	3
Trophy Club Community Services	1	4
Trophy Club Finance Department	1	2
Trophy Club Human Resources	1	1
Trophy Club Municipal Utility District No. 1	1	4

Appendix 2: References

US Department of Homeland Security, National Response Framework

FEMA, Comprehensive Planning Guide 101

Appendix 3: Organization Chart for Emergencies



Appendix 4: ESF Responsibilities

	Transpo-rtation (ESF 1)	Commun-ications (ESF 2)	Public Works (ESF 3)	Firefighting (ESF 4)	Emergency Management (ESF 5)	Mass Care (ESF 6)	Logistics (ESF 7)	Public Health and Medical Services (ESF 8)	Search and Rescue (ESF 9)	Oil and Haz Mat Response (ESF 10)	Agriculture and Natural Resources (ESF 11)	Energy (ESF 12)	Public Safety and Security (ESF 13)	Recovery (ESF 14)	Public Information (ESF 15)
Mayor	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support
Town Manager	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Primary	Support
Emergency Management	Support	Support	Support	Support	Primary	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support
Fire	Support	Support	Support	Primary	Support	Primary	Support	Primary	Primary	Primary	Support	Support	Support	Support	Support
Police	Support	Primary	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Primary	Support	Support
Public Communications Officer	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Primary
Community Services	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support
Parks And Recreation	Primary	Support	Support	Support	Support	Support	Primary	Support	Support	Support	Support	Support	Support	Support	Support
MUD	Support	Support	Primary	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support	Support

Appendix 5: ESF Assignments

Emergency Support Function	Responsible Entity
1 Transportation	Parks and Recreation
2 Communications	Police/Dispatch
3 Public Works	MUD No. 1
4 Firefighting	Fire
5 Emergency Management	Emergency Management
6 Mass Care	Fire
7 Logistics	Community Development
8 Public Health and Medical Services	Fire
9 Search and Rescue	See ESF 4
10 Oil and Hazardous Materials Response	Fire

11 Agriculture and Natural Resources	Emergency Management
12 Energy	MUD No. 1 and Community Development
13 Public Safety and Security	Police
14 Private Sector Coordination	Town Manager
15 Public Information	PIO and Communications
16 Recovery	Emergency Management

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TROPHY CLUB CRISIS COMMUNICATION PLAN:

PURPOSE

The purpose of the Town of Trophy Club Crisis Communications Plan is to establish clear roles and responsibilities for town staff, elected leaders, and the communications & marketing department during a crisis. This plan outlines proactive strategies, protocols, and procedures to ensure timely, transparent, and consistent communication with residents, businesses, and stakeholders.

A crisis is defined as any incident or event that could significantly impact the safety, reputation, or operations of the Town of Trophy Club. Examples include natural disasters such as tornadoes or flooding, public safety emergencies like a multiple-alarm fire or officer-involved incidents, as well as non-emergency controversies such as legal disputes, data breaches, or widespread rumors. Regardless of the scale or nature of the event, the plan prioritizes maintaining the town's credibility and protecting public trust.

This living document provides a framework for strategic decision-making during major crises, ensuring that internal actions align with external communications. By adopting a proactive approach to crisis management, the plan emphasizes that effective communication reflects the town's values, integrity, and dedication to its community. Public perception must align with the genuine image of the town, avoiding any appearance of pretense or staged responses.

By preparing for a variety of crises, from short-lived emergencies to prolonged challenges, this plan aims to foster transparency, empathy, and trust between the Town of Trophy Club and its stakeholders. When practiced and applied consistently, it will reinforce the town's reputation through honest, effective communication.

GOALS

The primary goal of the Town of Trophy Club Crisis Communications Plan is to ensure the timely and accurate dissemination of information to key stakeholders, including residents, businesses, and media, during and after a crisis. The plan emphasizes the importance of the town being the first and most trusted source of information, aligning with its commitment to transparency and community trust.

This plan serves as a comprehensive guide to:

- Anticipate potential issues that could escalate into crises.
- Assess the impacts of a crisis on key audiences.
- Develop and implement effective communication strategies.
- Provide clear instructions and updates to stakeholders directly or indirectly affected by the crisis.

The communication response goals include:

- Gathering accurate and relevant information.
- Identifying and utilizing appropriate external communication methods.
- Communicating verified facts in consultation with administration and public safety officials.
- Swiftly addressing and mitigating rumors or misinformation.
- Restoring community confidence and trust.
- Protecting the town's reputation and credibility.
- Providing clear and consistent internal updates to staff and elected officials.

By offering guidelines, templates, and checklists, the plan supports the Crisis Communications Response Team in making informed decisions during crises. It acknowledges that each crisis is unique and requires flexibility, critical judgment, and coordination to effectively respond, minimize impacts, and preserve the trust of the Trophy Club community.

PROCEDURES

In crisis situations, the Town Manager, in consultation with the Public Safety Command Staff and the Emergency Management Coordinator (Police Chief and/or Fire Chief) will determine whether an official statement should be prepared and released. The Communications & Marketing Director will draft all official communications, including responses to media inquiries, particularly for departments that lack a designated Public Information Officer. Once approved by town leadership, the Communications & Marketing Director will disseminate the information appropriately.

- Crisis Notification and Situation Assessment
    - The individual encountering the emergency or potential crisis must immediately notify the Town Manager.
    - The Town Manager will inform the Mayor and Town Council Members.
    - The Town Manager's office will promptly notify the Communications & Marketing Director to initiate the crisis communication process.
    - The situation will be assessed to determine the severity, audience impact, and appropriate communication strategy.

- Dissemination of Information
  The Communications & Marketing Director is responsible for managing the distribution of all external and internal communications. Depending on the nature and timing of the crisis, communications may include the following:

    - External Communications:
        - News Releases: Clear and concise statements provided on Town website as well as to local and regional media outlets.
        - Social Media Posts: Real-time updates shared on the Town of Trophy Club's official social media platforms.
        - Website Updates: A centralized hub for detailed, verified information, including situational updates and relevant resources.
        - Emergency Notification System Posts: Alerts sent to residents via TC Alerts (text, email, and/or phone) through the town's mass notification system.
        - E-Newsletters: Targeted updates for residents and stakeholders subscribed to the town's communication channels.
    - Internal Communications:
        - Official statements shared with all town employees, typically via email, to ensure consistency in messaging.
        - Regular updates to elected officials and department leaders to align internal and external communication efforts.

CRISES ASSESSMENT

Information will be disseminated by the Communications & Marketing Director to the news media and the public once it has been deemed appropriate by town management and public safety command staff in accordance with state law. Depending on the nature of the crisis, it can be helpful to send official town statements to all employees.

The Communications & Marketing Director will disseminate information based on the type of crisis using the following criteria:

- High-Level Emergency (natural disaster, bomb threat, active shooter, child abduction, mass casualty event)
    - Mass Notification - emergency alert system, email blast, website, social media, news release.

    - Media Command Center - determine whether the magnitude of the crisis merits establishing a Crisis Communications Media Command Center for media briefings. Location to be determined.

- Low-Level Emergency (high profile investigations, protests, criminal activity, street closures, public works emergencies)
    - General Notification - website, social media, email blast.

The Communications & Marketing Director will work with the appropriate staff from public safety, emergency management, and other Town departments to gather information that 1) identifies the time, date, and type of emergency, 2) details the extent of injuries and/or damage, and 3) determines any response or remediation involved in the occurrence. The Communications & Marketing Director will keep town management and command staff updated on all media inquiries.

The Communications & Marketing Department will monitor non-town communication channels, in part to identify factually incorrect information and correct it as soon as possible. Town Management will be alerted to the rumors and misinformation and provide direction to the Communications & Marketing Director on addressing the situation. All information shared should be verified as factual and accurate before distribution to ensure consistency and reliability of messaging. All responses will reside on the Town website and social media channels with the date and time listed at the top of each posting. Social media posts will acknowledge rumors and provide correct information when appropriate.

Communications to the media and the public will be based on releasable facts available at the time of dissemination. Official responses either through news releases, news conferences or social media must include verified information and not speculation.

PROCEDURES AND PROTOCOLS

As noted above, the Town Manager, in consultation with the Public Safety Command Staff, will determine if any official statement from the Town should be prepared and released. The Communications & Marketing Director will coordinate with other departmental leaders drafting official communications as well as develop responses to media questions and inquiries. Once approved, the Communications & Marketing Director will disseminate information.

The primary spokesperson for a crisis will depend on the nature of the crisis. The Town Manager, in consultation with the Communications & Marketing Manager, is responsible for designating a primary spokesperson for crisis events. During high-level crisis events with large regional or national media attention, the Town Manager may assist the Mayor for the Mayor to serve as spokesperson. The primary spokesperson for most crisis events will be the Town Manager, Police Chief, Fire Chief, or Communications & Marketing Manager. Given the variety of potential crises, the crisis communication team (see Recommendations below) should provide a spokesperson recommendation to town leadership. It is vital the spokesperson have experience dealing with the news media. At a minimum, the designated spokesperson should have a demonstrated ability to articulate key messages/fact points in a composed manner and be able to answer reporters' questions in an emotionally charged environment. The Communications & Marketing Manager is responsible for developing major speaking points for the spokesperson in consultation with the Town Manager. The primary spokesperson should reference and emphasize the major speaking points in every interaction with the media and public.

It is important to note that ONLY the designated spokesperson should be speaking to members of the news media about the crisis at hand – especially in the first 24 hours of a crisis. Having well-intentioned but not-fully-informed staff or elected leaders talking to reporters – even in "off the record" conversations – can result in incorrect information or mixed messages being released, thus causing confusion among the public. When that occurs, the Town's credibility is compromised. As noted in the Goal section of the plan, the Town should be the first and best source of information during a crisis.

During a crisis, the message and the person delivering the message should remain consistent for the purpose of maintaining authenticity, continuity and credibility. Staff and elected leaders should refrain from speculation with the public, including the news media, and stick to the key messages/fact points contained in official Town statements. No

elected official or staff member, except the Town Manager and Communications & Marketing Manager, is authorized to engage with the media without the express permission of the Town Manager. No elected official or staff member may accept an on-camera interview. On-camera interview requests should be directed to the Communications & Marketing Director. The Town Manager will determine if an on-camera interview request will be granted and authorize the appropriate spokesperson to conduct the interview.

The Communications & Marketing Department staff will monitor the crisis daily, connecting with the Town Manager's office and departmental staff for updated information.

Based on subsequent information and any new facts, the Communications & Marketing Director will provide updates to appropriate Town communication channels, as well as issue any media updates.

Communications team will work with Town management and departments to provide updated information to internal channels. During emergency crisis, Town management will strive to provide internal updates no less than once per day.

POST CRISES REVIEW

After a crisis, the Town of Trophy Club will evaluate the effectiveness of its response and communication efforts, gathering feedback from the Crisis Communication Review Group.

Group Composition. This group will typically include:

- Town Manager (or designee)
- Communications & Marketing Director
- Police Chief and/or Fire Chief (depending on incident)
- Assistant to the Town Manager (for documentation and logistics)
- Other department directors or subject-matter experts relevant to the specific emergency (e.g., Community Development Director for infrastructure-related incidents, etc.)

Membership may be adjusted depending on the type and scale of the crisis, but will always include representation from leadership, communications, and public safety.

Responsibilities. The group is responsible for:

- Reviewing all communication actions taken during the crisis.
- Identifying strengths, weaknesses, and lessons learned.
- Reviewing public and media feedback and sentiment.
- Recommending updates to the Crisis Communications Plan.

Engagement Expectations

The group serves as a reference point for the Communications & Marketing Department in refining templates, messaging strategies, and outreach methods. Each member is expected to:

- Provide feedback from their department’s perspective.
- Share observations of how information was received by staff, residents, and partners.
- Suggest improvements to both internal coordination and external messaging.

Outcome

Media coverage, stakeholder feedback, and internal debriefs will be compiled into a short report with recommended changes. Outcomes will be shared with town leadership and staff to ensure continuous improvement and preparedness for future events.

PREPAREDNESS

Preparedness is a critical component of the Town of Trophy Club's Crisis Communications Plan. Prior to any crisis, the town will conduct regular training sessions and simulations for staff to ensure readiness and familiarity with procedures. The Communications & Marketing Director is responsible for managing the following preparedness items:

- Pre-approved messaging templates for scenarios such as severe weather or safety incidents will be created and maintained for swift deployment.
- Building strong relationships with local media outlets and community leaders will further enhance communication efforts.
- Essential materials include a comprehensive crisis response checklist, templates for press releases, FAQs, and social media posts, as well as updated contact lists for key personnel, media representatives, and community stakeholders.

These steps ensure the town is equipped to respond effectively and maintain public trust during any crisis.

APPENDICES

- Crisis Communications Guidelines & Checklist
- Communication Channels
    - Website
    - Social Media Channels
    - Other Digital Channels
        - E-Newsletter
    - TC Alerts Mass Notification System
    - News Releases
    - Town Hall Phone System
- Command Staff Contacts
    - Executive Team
    - Roanoke Emergency Management Coordinator
    - Northwest Independent School District (NISD) Communication Director
    - Denton County
    - Trophy Club Municipal Utility District No. 1 (TC MUD No. 1) Executive Director
- Crisis Notification Flow
    - 1st Hour
    - 2nd Hour
    - 3rd Hour
    - 4th Hour and Beyond
- Media Relation Best Practices
- Media Contacts
- Media Statement Template
- FAQ Questions in a Crisis
- Blackout Communications Plan

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

CRISIS COMMUNICATION GUIDELINES & CHECKLIST

This section provides the foundational principles and step-by-step checklist for managing communication during a crisis. It ensures that all Town staff and leaders know the expectations for accuracy, speed, and consistency, as well as the actions required in the first critical hours of an event.

Guidelines

- *Accuracy First*: Verify facts with Town leadership and public safety officials before releasing information.
- *One Voice*: Only the designated spokesperson should speak to the media.
- *Timeliness*: Issue an initial holding statement within the first hour.
- *Transparency & Empathy*: Acknowledge concerns and explain what the Town is doing.
- *Consistency*: Ensure internal staff, elected officials, and external messages match.

Checklist

Within the 1st Hour:

- Notify Town Manager, Mayor, Council, and Communications Director.
- Gather verified facts from command staff.
- Draft and approve a holding statement.
- Alert staff that all media inquiries must be directed to Communications.

Within 2–3 Hours:

- Release initial statement on website, social media, and TC Alerts if necessary.
- Respond to media inquiries with approved talking points.
- Provide internal updates to staff and elected officials.

Beyond 4 Hours:

- Continue scheduled updates across all channels.
- Correct misinformation promptly.
- Document communications actions for post-crisis review.

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

COMMUNICATION CHANNELS

This section identifies the primary communication channels the Town of Trophy Club will use during a crisis. Each channel plays a specific role in reaching residents, businesses, and stakeholders quickly and effectively. By utilizing multiple methods, the Town ensures that accurate and timely information is accessible to all audiences.

- **Website (www.trophyclub.org)**
  - Serves as the central hub for official crisis updates.
  - Provides detailed information, FAQs, and resources in one location.
  - Ensures accuracy and transparency with timestamped updates.

- **Social Media Channels**
  - Provides real-time communication and quick updates.
  - Helps monitor community feedback and address misinformation.
  - Directs users back to the Town website for complete information.

- **Other Digital Channels**
  - **Town Weekly Newsletter:** Shares more detailed updates and resources with residents subscribed to Town communications.
  - **Digital Marquee:** Displays short, timely alerts in a highly visible, public-facing format. Useful for road closures, safety notices, and reminders to check official channels for details.
  - Ensures those less active on social media or not enrolled in alerts still receive official updates.

- **TC Alerts Mass Notification System**
  - Provides immediate, direct communication to residents via text, email, and/or phone.
  - Used for urgent or life-safety situations requiring rapid outreach.

- **News Releases**
  - Offers formal, fact-checked updates for media distribution.
  - Ensures consistency of information reported by external news outlets.
  - Provides credibility through official Town statements.

- **Town Hall Phone System**
  - Offers recorded messages with updates for residents without internet access.
  - Serves as a backup communication tool to reach a wider audience.

TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

COMMAND STAFF CONTACTS

This section identifies the key command staff members who must be notified and engaged during a crisis. These individuals play a critical role in decision-making, coordination, and the dissemination of accurate information. Maintaining up-to-date contact information for each ensures rapid communication, minimizes delays, and supports a unified response across all departments.

Executive Team

Name	Title	Email	Cell Phone
Brandon Wright	Town Manager	bwright@trophyclub.org	972.561.0867
Tamara Smith	Assistant to the Town Manager	tsmith@trophyclub.org	214.864.4516
Dean Roggia	Town Attorney	droggia@toase.com	817.332.2580
Tammy Dixon	Town Secretary	tdixon@trophyclub.org	214.686.6039
Patrick Arata	Chief of Police	parata@trophyclub.org	817.374.2338
Jason Wise	Fire Chief	jwise@trophyclub.org	817.709.9744
Denise Deprato	Director of Human Resources	ddeprato@trophyclub.org	916.764.0073
Jill Lind	Director of Communications & Marketing	jlind@trophyclub.org	817.521.4334
Kelly Martinez	Communications & Marketing Specialist	kmartinez@trophyclub.org	432.266.0618
April Duvall	Director of Finance	aduvall@trophyclub.org	817.228.5838
Matt Cox	Director of Community Development	mcox@trophyclub.org	817.456.2282
Chase Ellis	Director of Parks & Recreation	cellis@trophyclub.org	214.980.5916

Roanoke Emergency Management Coordinator

Amanda Meneses	Emergency Management Officer	ameneses@roanoketexas.com	360-813-5044

TC Municipal Utility District No. 1

Alan Fourmentin	General Manager	afourmentin@tcmud.org	
Betsy Deck	Communications	bdeck@tcmud.org	817.832.7783

Northwest ISD

Mark Foust	NISD - Superintendent	superintendent@nisdtx.org	817.215.0030
Anthony Tosie	NISD – Comms Director	anthony.tosie@nisdtx.org	817.215.0169
Amanda Bunch	Beck Elem. - Principal	amanda.bunch@nisdtx.org	817.215.0450
Erika Oster	Lakeview Elem. – Principal	eoster@nisdtx.org	817.215.0750
Paige Cantrell	Medlin MS – Principal	pcantrell@nisdtx.org	817.215.0500
Kara Lea Deardorff	Byron Nelson HS – Principal	KDeardorff@nisdtx.org	817.698.5602

Denton County

Dawn Cobb	Director of Community Relations	Dawn.cobb@dentoncounty.gov	940.349.4670
Samantha Taylor	Director of Emergency Management	Samantha.taylor@dentoncounty.gov	940.349.4274

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

CRISIS NOTIFICATION FLOW

This section explains the notification process and communication flow during the first hours of a crisis. It ensures that the right people are alerted quickly, responsibilities are clear, and information flows in an organized manner. The steps below outline the sequence of actions to be taken.

Notification & Communication Process

Initial Notification

- The individual who first becomes aware of a crisis immediately notifies the Town Manager.
- The Town Manager informs the Mayor and Town Council members.
- The Town Manager promptly notifies the Communications & Marketing Director.

First Hour

- Town Manager, in consultation with Command Staff, determines the severity and scope of the incident.
- Communications & Marketing Director begins gathering verified facts.
- A holding statement is drafted and approved by Town Manager.
- Staff are instructed to direct all media inquiries to Communications.

Second Hour

- Initial holding statement is distributed through appropriate channels (website, social media, TC Alerts, etc.).
- Elected officials and department leaders are briefed.
- Communications team monitors public channels and media for misinformation.

Third Hour

- Additional details are gathered from Command Staff and partner agencies.
- Updated information is prepared and shared across external and internal communication channels.
- Key stakeholders (e.g., MUD No. 1, Emergency Management Officer, NISD, Denton County) are kept informed.

Fourth Hour & Beyond

- Regular updates continue at agreed intervals.
- Communications team ensures consistency across all channels.
- Corrections are issued quickly if misinformation circulates.
- Documentation of actions is maintained for post-crisis review.

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

MEDIA BEST PRACTICES

This section outlines proven practices for working effectively with the media during a crisis. It is designed to help maintain credibility, ensure accurate reporting, and foster strong relationships with reporters while keeping messages clear and consistent.

- **Responsiveness**: Acknowledge all inquiries quickly, even if details are pending.
- **Preparedness**: Provide media with fact sheets, visuals, or resource links
- **Key Messaging**: Stay on message and redirect speculative questions. Make the message effective with:
    - 2 or 3 key points
    - brief
    - accurate
    - simple
    - facts and stats
    - examples and/or experts

- **Respect Deadlines**: Media operate under time constraints; respond within agreed timeframes.
- **Relationship Building**: Treat reporters respectfully to encourage fair coverage. During an interview:
    - Don't ignore or evade questions - address the topic
    - Don't repeat a negative statement
    - Asked about a problem, talk about a solution
    - Talk about what you know, facts of the situation
    - If you do not know the answer, tell them so with a statement that you will follow-up on this information. Be sure to follow-up as promised.

- **Rumor Control**: Monitor coverage and correct misinformation calmly and clearly.

TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

MEDIA CONTACTS

This section outlines proven practices for working effectively with the media during a crisis. It is designed to help maintain credibility, ensure accurate reporting, and foster strong relationships with reporters while keeping messages clear and consistent.

Overall Media:

- Metro@dallasnews.com
- newsroom@star-telegram.com
- Assignment.desk@nbcuni.com
- noticierodallas@telemundo.com
- newsdesk@wfaa.com
- news@ktvt.com
- kdfw@fox.com or kdfw@foxtv.com
- 23@univision.net
- News8@wfaa.com

Assignment Editors:

- Gillian Hughes - gillian.hughes@FOX.COM
- Erika Torres - erika.torres@fox.com
- Roy Kuntz – Roy.Kuntz@nbcuni.com
- Anahi Perez Arredondo - Anahi.PerezFaz@nbcuni.com
- Giles Hudson – GilesH@cbs.com
- Shauna Jackson - Shauna.jackson@cbs.com

Good Local Reporters:

- Tahera Rahman - Tahera.Rahman@nbcuni.com
- Vania Castillo – Vania.Castillo@fox.com
- Liz Campbell (Star-Telegram) – liz@star-telegram.com

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

MEDIA STATEMENT TEMPLATE

This section provides a ready-to-use template for official statements to the public and press. It ensures that initial and follow-up messages are accurate, empathetic, and aligned with the Town's communication priorities.

[Opening Acknowledgment]

"The Town of Trophy Club is aware of [brief description of incident]. Our first priority is the safety and well-being of our community."

[Key Facts]

"At this time, we can confirm [insert verified facts only]. We are coordinating with [police/fire/partner agencies] as part of our response."

[Next Steps]

"We will provide updates as information becomes available. The next update is expected at [time]."

[Closing]

"We appreciate the patience and cooperation of our community as we work to resolve this situation."

Contact:

Communications & Marketing Department

682-237-2987 | info@trophyclub.org

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

FAQ QUESTIONS IN A CRISIS

This section offers sample questions and approved responses to help Town staff and spokespersons address common inquiries during a crisis. By preparing responses in advance, the Town can provide timely, clear, and consistent information to the community and media.

Immediate Event Questions

Q: What happened?

A: We are still gathering details. What we can confirm is [insert fact].

Q: Is the community safe?

A: Safety is our top priority. Police/Fire crews are on scene and taking all necessary precautions.

Q: How many people are affected?

A: Numbers are still being confirmed. We will share updates as soon as they are verified.

Q: When did this happen?

A: The incident began at [insert verified time/date]. Updates will continue as more details become available.

Q: Where did this happen?

A: The situation is centered in [location/area]. Residents nearby should follow official updates for safety guidance.

Response & Control Questions

Q: Who is in charge of the response?

A: The Town Manager, in coordination with the Police and Fire Chiefs, is leading the response. The Communications & Marketing Director manages all external communications.

Q: What is being done in response?

A: Emergency crews are actively responding. Our immediate focus is ensuring public safety, stabilizing the situation, and providing accurate information.

Q: How certain are you that the situation is under control?

A: Based on current information from public safety officials, the situation is being managed. Updates will be provided as conditions change.

Q: What can residents expect next?

A: Residents can expect regular updates through the Town's official channels — website, social media, TC Alerts, and news releases.

Q: What should residents do right now?

A: Follow instructions from Town officials and emergency responders. If there are specific safety precautions, they will be communicated immediately.

Safety & Recovery Questions

Q: Are people out of danger now?

A: Responders are working to secure the area. We will confirm when it is safe and provide further instructions if needed.

Q: How long will it take for things to return to normal?

A: That depends on the nature and severity of the event. We will share recovery timelines once they are confirmed.

Q: Where can residents get help or updates?

A: Residents can call 682.237.2900 or check the Town website, social media, or TC Alerts for the latest information.

Q: When will more information be available?

A: Updates will be issued at [specific time] or as soon as new facts are confirmed.

Accountability & Prevention Questions

Q: Why did this happen?

A: The cause is still under investigation. Verified information will be shared once it is confirmed by authorities.

Q: Has this happened before?

A: Each situation is unique. If relevant, we will provide context about similar past events and what improvements have been made since then.

Q: What steps are being taken to prevent this from happening again?

A: After every crisis, the Town conducts a review to identify lessons learned and implements changes to strengthen prevention and preparedness.

Q: What lessons were learned? (Post-crisis)

A: Lessons learned will be documented and shared with leadership and the community. They will guide updates to policies, training, and communication.

Trust & Communication Questions

Q: Are people overreacting?

A: We understand residents may feel worried. It's normal to have concerns in uncertain times. Our role is to provide clear and factual updates so the community can feel informed and reassured.

Q: Why should we trust the Town's information?

A: The Town's priority is accuracy and transparency. All updates are verified with emergency management and public safety officials before being released.

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TROPHY CLUB CRISIS COMMUNICATION PLAN APPENDICES:

BLACKOUT COMMUNICATIONS PLAN

In February of 2024, several of the nation's largest cellular providers experienced an inexplicable service interruption that disrupted communications for large segments of the country. Not only did this restrict individual communications, but the outage made critical services, like 9-1-1, unavailable to many municipalities. As a result of this unprecedented event, this communications plan could be executed in the event of another, and potentially larger, cellular "blackout". This plan can also be utilized during large-scale events that could jam cellular services and allow both staff and residents to remain connected during critical times.

Resources

- Digital Marquee Signs – The Town of Trophy Club owns 3 digital outdoor signs that can be deployed at major intersections to send critical information. These signs can be deployed and updated quickly with the help of the Communications & Marketing Department. Additionally, the Community Development Department owns a streets marquee sign, and the Parks & Recreation Department owns a large portable video screen. The Communications & Marketing Department marquee signs can display a series of rotating messages conveying critical information. The location of the marquees are at the main entry points of town (Trophy Lake Drive, Trophy Club Drive and Trophy Wood Drive) in high visibility locations. The large video screen would have the ability to broadcast full-motion video and audio that could be put on a loop at a location of our choosing, working with either Northwest ISD, local church or the Tom Thumb parking areas. The screen could also be put in front of Town Hall as a centralized highly visible location. The video screen deployment would take some time due to the need to create the content to be displayed. However, during a longer event, this would be an asset that could play a critical role in communicating public information.

- Amateur (HAM) Radio Operators – Being that HAM radio operators still connect via traditional terrestrial radio frequencies; the network of local operators would play an important role in communicating within our area and beyond.

- Manned Radio Positions – If a communications outage disrupted 9-1-1 or other critical communications for our residents, manned radio positions could be deployed throughout Trophy Club's neighborhoods. This would be accomplished through deploying the Town's police, fire, and other radio equipped staff in central areas or intersections within neighborhoods to give direct communications support for residents that may experience an emergency that would otherwise prompt a 9-1-1 call. The staff at the radio positions would be able to use their issued equipment to reach Trophy Club Dispatch and request the appropriate help at the resident's home or other location. Given the Town's current staffing levels and radio equipped vehicles and staff, this would be a quick deployment tactic during a communications blackout that would keep our community connected and help ensure public safety.

Recommendations

- Upgrade Town's emergency sirens to allow public address – In Fy 2026, the Town of Trophy Club will be upgrading its emergency sirens to allow them to not only broadcast tones, but public address (voice)

messaging. It is the understanding of the Communications & Marketing Department that the current warning system can handle it, but the hardware on the poles doesn't support that feature. With this upgrade we will be able to not only use them in the traditional "tornado siren" way, but also allow voice broadcasts of information to our residents.

- Pre-planning of asset deployments should through cooperation of all town departments. This planning should yield maps of where manned radio positions would be stationed and who is responsible for covering each station, contact information and location of all amateur radio operators in and around Trophy Club, and triggering criteria for the activation of this plan.