



TOWN OF TROPHY CLUB TOWN COUNCIL

REGULAR MEETING AGENDA

February 9, 2026

7:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Pastor Barry Clingan, The Church at Trophy Lakes

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

1. 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.

2. Consider approval of the January 12, 2026, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

INDIVIDUAL ITEMS

3. Consider an ordinance of the Town of Trophy Club, Texas, amending Chapter 12 "Traffic and Vehicles"; Article 12.04 "Parking"; Section 12.04.005 "Parking Near Certain Crosswalks" of the Code of Ordinances of the Town of Trophy Club, Texas, to add new Paragraphs 19 through 22 to prohibit parking near crosswalks on Broadway Drive, Morgan Lane, and Kensington Lane at Roseville Drive and on Roseville Drive at Bobcat Boulevard. (Brandon Wright, Town Manager)

EXECUTIVE SESSION

Pursuant to the following designated sections of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Town Council will recess into executive session to discuss the following:

4. Section 551.071 (2) Consultation with the Town Attorney:
 - a) Trophy Club Municipal Utility District No. 1 notice of termination effective July 21, 2026 to the Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services, and the First Amendment thereto.
5. Section 551.072 Deliberation regarding the purchase, exchange, lease, or value of real property owned by the Town and related to the Town's Elevated Storage Tank and the Town's water and wastewater infrastructure located in the Public Improvement District.

RECONVENE INTO REGULAR SESSION

6. Consider authorizing the Town Manager to negotiate and execute a special warranty deed conveying Lot 2R2, Block 1, NISD High School No. 2, commonly known as the Town's water tower located on Bobcat Boulevard just south of the Town's corporate limits, to Trophy Club Municipal Utility District No. 1 for the purpose of providing water delivery services to the Town of Trophy Club. (Brandon Wright, Town Manager)
7. Consider authorizing the Town Manager to negotiate and execute a second amendment to the amended and restated contract for wholesale water supply and wastewater treatment services and water and wastewater operational services, or other similar agreement. (Brandon Wright, Town Manager)

ADJOURN

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

I do hereby certify that the notice of meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: February 3, 2026, 3:40 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 COUNCIL COMMUNICATION

MEETING DATE: February 9, 2026

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the January 12, 2026, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on January 12, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 1.12.2026 TC Meeting Minutes draft

ACTIONS/OPTIONS:

Move to approve the January 12, 2026, Town Council work session and regular meeting minutes.

Town of Trophy Club
Town Council Work Session and Regular Meeting
Meeting Minutes – January 12, 2026, 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.

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
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager
Jill Lind, Director of Communications
April Duvall, Director of Finance
Chase Ellis, Director of Parks and Recreation
Jason Wise, Fire Chief
Patrick Arata, Chief of Police

WORK SESSION ITEM

1. Discussion regarding draft ordinance recommendations to amend sections of Article 12 "Traffic and Vehicles" including replacing a new Article 12.06 "Micromobility Devices" to provide and maintain resident safety on streets, sidewalks, and other public places. (Patrick Arata, Chief of Police)

Chief Arata led the discussion on the proposed micromobility ordinance addressing golf carts, electric bicycles, and electric scooters.

Council discussed the proposed provisions related to golf carts, including:

- Removing references to child passenger safety seat system requirements.
- Requiring seatbelts for children under the age of 14.
- Incorporating state law requirements that golf cart operators be at least 16 years old and possess a valid driver's license.

Council discussed proposed provisions related to micromobility devices, including electric bicycles and electric scooters:

- Retaining helmet requirements for riders as presented.
- Clarifying the applicability of a 15-mile-per-hour speed limit on all public sidewalks.
- Requiring lighting and reflectors for nighttime operation.
- Including restrictions on the use of distracting devices.
- Including restrictions on inhibiting traffic.
- Including a penalties section, with legal counsel reviewing applicable state law limits on citation amounts.

Council also discussed education and outreach efforts to develop an informational e-scooter/e-bike flyer for distribution at Town Hall and by police officers and to consider mailing educational materials to all residences.

Staff advised the proposed micromobility ordinance, based on Council discussion, will be brought back for consideration at the February 23, 2026, meeting.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 6:47 p.m.

CALL REGULAR MEETING TO ORDER

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

INVOCATION

Pastor Joel Quilé, Bara Church led the invocation.

PLEDGES

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

PUBLIC COMMENTS

Patricia Keefer submitted public comment via email regarding the construction project on Forest Hill.

COMMUNITY SPOTLIGHT

2. Neighborhood Golf Cart Christmas Decoration Contest Awards

Stacy Stover provided an overview of a neighborhood golf cart parade held in December, noting community participation, donated prizes, and a food drive benefiting

the GRACE food pantry. She shared that Town Manager Brandon Wright assisted as a judge and expressed interest in continuing the event in the future.

3. Proclamation recognizing the Byron Nelson Bobcats Volleyball Team

Mayor Tiffany read aloud the proclamation recognizing the Byron Nelson Bobcats Volleyball Team for winning back-to-back UIL 6A state championships, completing an undefeated 42–0 season in 2025, and being named national champions by MaxPreps for the second consecutive year, and presented the proclamation to the team.

4. Proclamation recognizing U.S. Navy SEAL Nathan Gage Ingram Day

Council Member Ash read aloud a proclamation recognizing Nathan Gage Ingram for his heroic military service and ultimate sacrifice, posthumously honoring his valor as a U.S. Navy SEAL and proclaiming January 12, 2026, as *U.S. Navy SEAL Nathan Gage Ingram Day* in the Town of Trophy Club.

5. Working for You... Trophy Club

a) Update from Town Council Members

Council Member Sheridan reminded residents of the upcoming 2026 elections, encouraged participation in the March primary election, and directed the public to the Denton County Elections website for additional information.

Mayor Tiffany thanked residents, Council, Town staff, volunteers, and community partners for their contributions to the Town, and noting the importance of civic engagement and community involvement, and expressed appreciation for the strong sense of community as the Town looks ahead to 2026.

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

Town Manager Wright provided an update on upcoming community events, projects and meetings:

- Town Council Retreat – January 22–23, 2026, at Town Hall, to review the FY 2026 business plan, five-year strategic plan, draft Parks Master Plan, and to receive emergency management training; the retreat is open to the public.
- May 2, 2026, General Election – Residents were encouraged to prepare for the upcoming election for Mayor, Council Member Place 1, and Council Member Place 2. Candidate filing opens January 14 and closes February 13 at 5:00 p.m.; additional information is available on the Town’s website.
- Announced the promotion of Tamara Smith to Assistant Town Manager.
- Upcoming Board and Commission Meetings:
 - January 20, – Parks and Recreation Board, 6:00 p.m.
 - January 28 – Economic Development Corporation, 6:00 p.m.
 - January 29 – Trophy Club Council for Arts & Culture, 6:00 p.m.

- No Council Meeting – January 22, 2026 (Council Retreat).
 - Next Council Meeting – February 9, 2026.
 - Town Office Closure – Monday, January 19, 2026, in observance of Martin Luther King Jr. Day; public safety services will remain available.
- c) Quick Civic Tip (Dean Roggia, Town Attorney)

Town Attorney Dean Roggia provided an overview of the approval process of economic development projects. He explained since Trophy Club has a population under 20,000, projects recommended by the Type B Economic Development Corporation require two readings under state law, and that EDC expenditures are treated as projects out of an abundance of caution to ensure statutory compliance.

CONSENT AGENDA

Mayor Tiffany requested item 9 be removed from Consent Agenda.

6. Consider approval of the December 8, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
7. Consider an ordinance authorizing and calling for a general election to be held on May 2, 2026 and, if required, a runoff election on June 13, 2026 for the purpose of electing a mayor and council members to Town Council Place 1 and Town Council Place 2; and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary). The caption of the ordinance reads as follows:

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026 AND, IF REQUIRED, A RUNOFF ELECTION ON JUNE 13, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS TO TOWN COUNCIL PLACE 1 AND TOWN COUNCIL PLACE 2; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

8. Consider an ordinance authorizing and calling a special election to be held on May 2, 2026 for the purpose of submitting to the qualified voters of the Town of Trophy Club, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary) The caption of the ordinance reads as follows:

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A SPECIAL ELECTION TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF TROPHY CLUB A BALLOT PROPOSITION TO REAUTHORIZE A LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING BALLOT PROPOSITION LANGUAGE; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

- 9. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000. (Chase Ellis, Director of Parks & Recreation). **Removed from Consent.**
- 10. Consider an ordinance amending the FY 2026 Budget to increase expenditures by \$8,000 for utility costs associated with the facility use agreement for the Activity Center. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2026-03

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, AND AS AMENDED BY ORDINANCE NO. 2025-34, 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.

- 11. Consider authorizing the Town Manager to execute an expenditure for the Town's annual allocation for the 2026 Denton Central Appraisal Districts budget in the amount of \$88,453.51. (April Duvall, Director of Finance)

Council Member Flynn moved to approve Consent Items 6-8, and 10-11. Council Member Beach seconded the motion.

VOTE ON MOTION

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

INDIVIDUAL ITEMS

- 9. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000. (Chase Ellis, Director of Parks & Recreation).

Mayor Tiffany pulled the item from the consent to highlight the Town’s emphasis on tree preservation and maintenance and asked staff to present.

Chase Ellis, Director of Parks and Recreation, provided an overview of a proposed tree inventory and assessment program focused on evaluating tree health, species, and conditions to support long-term maintenance and replacement planning using updated technology.

Council Member Beach moved to authorize the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000.. Council Member Flynn seconded the motion.

VOTE ON MOTION

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

- 12. Case PP-26-001 The Trails (Preliminary Plat)
 Consider a preliminary plat request for an 18-lot single-family residential subdivision, known as "The Trails", consisting of approximately 7.603 acres of property generally located north of Macquarie Street and Milson's Point Drive, situated in the Thomas J. Allen Survey, Abstract No. 7, and JS Kenley Survey, Abstract No. 1641, City of Trophy Club, Denton County, TX. (Matt Cox, Director of Community Development)

Matt Cox, Director of Community Development, presented the item and explained that the plat includes tracts to be owned and maintained by the homeowners association, as well as a tract to be conveyed to the Town to preserve the existing linear trail system. He stated that staff and the Town Attorney recommended approval of the preliminary plat with the condition that a zoning amendment to PD-27 be completed prior to final plat approval to address ownership and access easement issues.

Mike Biggs, Chairman of the Planning and Zoning Commission stated that the Commission had previously reviewed the item in detail during the PD amendment process and unanimously recommended approval of the preliminary plat, subject to the stated conditions being met.

Council Member Sheridan moved to approve the preliminary plat for an 18-lot single-family residential subdivision, known as "The Trails" with the condition that a zoning amendment to PD-27 be completed prior to final plat approval to address ownership and access easement issues. Council Member Flynn seconded the motion.

VOTE ON MOTION

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

- 13. Conduct a public hearing and consider an ordinance repealing Subsection (C), "Permit Required and Annual Permit Fee Established," of Section 14.02.252 "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, Zoning Ordinance of Chapter 14, "Zoning," of the Code of Ordinances by repealing provisions related to local alcohol permits and fees in order to comply with state law. (Matt Cox, Director of Community Development)

Matt Cox, Director of Community Development, presented the item.

Conduct Public Hearing

Mayor Tiffany opened the public hearing at 7:45 p.m.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:45 p.m.

Consider Ordinance Approval

Council Member Flynn moved to approve Ordinance No. 2026-04 repealing Subsection (C), "Permit Required and Annual Permit Fee Established," of Section 14.02.252 "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, Zoning Ordinance of Chapter 14, "Zoning," of the Code of Ordinances by repealing provisions related to local alcohol permits and fees in order to comply with state law. Council Member Beach seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2026-04

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING SUBSECTION (C), "PERMIT REQUIRED AND ANNUAL PERMIT FEE ESTABLISHED," OF SECTION 14.02.252, "SALE OF ALCOHOLIC BEVERAGES," OF DIVISION 5, "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE 14.02, "ZONING ORDINANCE," OF CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, BY REPEALING PROVISIONS RELATED TO LOCAL ALCOHOL PERMITS AND FEES IN ORDER TO COMPLY WITH STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF

ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

Town Secretary Dixon read aloud Items 14 and 15, providing the first and second readings of the resolution.

- 14. **First Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (Tamara Smith, Assistant to the Town Manager) **No Action Taken.**

- 15. **Second Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (Tamara Smith, Assistant to the Town Manager)

Tamara Smith, Assistant Town Manager presented the item.

Council Member Sheridan asked questions related to the brokerage provisions, intermediary language, and compensation structure.

Jason Claunch answered questions from Council regarding the roles of Catalyst Commercial and CORE Location Advisory, state real estate requirements, and the advisory and brokerage fee components.

Mayor Pro Tem Rowe moved to approve Resolution 2026-01 approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. Council Member Flynn seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2026-01

A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF TROPHY CLUB, TEXAS, THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, AND CATALYST COMMERCIAL, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$77,000.00 FOR ADVISORY SERVICES AND A 4% DISPOSITION FEE FOR REAL ESTATE BROKERAGE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Rowe, Tiffany, Ash, Flynn
NAYES: Sheridan
ABSENT: None
VOTE: 6-1

- 16.** Consider a resolution adopting updated Town Council Rules of Procedure and providing for amendments. (Brandon Wright, Town Manager)

Town Manager Wright explained that the proposed amendments to the Town Council Rules of Procedure implement Council’s prior direction to relocate provisions applicable to elected officials from Human Resources policies into the Rules of Procedure, including updates related to confidentiality, ethics, travel and training, and applicability to boards and commissions.

Mayor Pro Tem Rowe moved to approve Resolution 2026-02 adopting updated Town Council Rules of Procedure and providing for amendments. Council Member Flynn seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2026-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING RESOLUTION 2025-04; ADOPTING UPDATED TOWN COUNCIL RULES OF PROCEDURE; PROVIDING FOR AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

- 17. Consider a resolution adopting an updated Town of Trophy Club Boards and Commissions Manual and providing for amendments. (Tammy Dixon, Town Secretary)

Town Secretary Dixon explained that staff reviewed and updated the Boards and Commissions Manual to align with the updated Council Rules of Procedure, clarify representation standards, and reflect recent Council actions regarding membership of the Building Standards Commission and the TIRZ Board.

Council Member Flynn moved to approve Resolution 2026-03 adopting an updated Town of Trophy Club Boards and Commissions Manual and providing for amendments. Mayor Pro Tem Rowe seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2026-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING RESOLUTION 2024-24; ADOPTING AN UPDATED TOWN OF TROPHY CLUB BOARDS AND COMMISSIONS MANUAL; PROVIDING FOR AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE VOTE ON MOTION

AYES: Bauer, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: Beach
ABSENT: None
VOTE: 6-1

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 8:08 p.m. and reconvened into Open Session at 8:14 p.m. in accordance with the Texas Government Code regarding:

Section 551.071 Consultation with the Town Attorney regarding pending or contemplated litigation:

- a) Trophy Club v. Liming Hu, et al. (Chi Kung Foot Spa)

Mayor Pro Tem Rowe moved to authorize the Town Manager to execute a settlement agreement with Chi Kung Foot Spa as discussed in executive session. Council Member Flynn seconded the motion.

VOTE ON MOTION

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

Mayor Tiffany adjourned the regular meeting at 8:15 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: February 9, 2026

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider an ordinance of the Town of Trophy Club, Texas, amending Chapter 12 "Traffic and Vehicles"; Article 12.04 "Parking"; Section 12.04.005 "Parking Near Certain Crosswalks" of the Code of Ordinances of the Town of Trophy Club, Texas, to add new Paragraphs 19 through 22 to prohibit parking near crosswalks on Broadway Drive, Morgan Lane, and Kensington Lane at Roseville Drive and on Roseville Drive at Bobcat Boulevard. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY:

In October 2025, a group of residents living in the general area of Roseville Drive contacted the Town regarding concerns about parking on Roseville Drive during school pickup times. The residents reported difficulty accessing Broadway Drive, Morgan Lane, and Kensington Lane from Roseville Drive, particularly during weekday afternoons when parents are waiting for students who use the linear trail from Byron Nelson High School.

The residents specifically requested that parking be prohibited as much as possible along Roseville Drive, including the cul-de-sac that provides direct access to the linear trail. After reviewing the request, staff does not support a general prohibition of parking on Roseville Drive, including the cul-de-sac, as the area provides neighborhood access to the linear trail system. A timed parking option, such as two-hour parking, was offered as a potential solution for the Roseville Drive cul-de-sac; however, the resident who lives directly on the cul-de-sac was not in favor of this option, as the restriction would disrupt visitor access to the area.

Staff further reviewed the area and determined that an increased presence by Citizens on Patrol, along with curb markings indicating no parking within twenty (20) feet of the crosswalks at Broadway Drive, Morgan Lane, and Kensington Lane along Roseville Drive, as well as at the intersection of Roseville Drive and Bobcat Boulevard, would help ensure emergency vehicle access and provide sufficient space for residents to safely navigate the intersections. As these crosswalks are currently unmarked, the ordinance language is also modified so that the restriction in this area applies to crosswalks whether they are marked or unmarked.

Following Town Council approval, curb markings within twenty (20) feet of the designated crosswalks will be painted to increase awareness and improve enforcement of no-parking areas.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The financial impact associated with this agenda item is negligible. In-house staff will provide the labor, and materials are estimated to cost less than \$200.

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 of the Town of Trophy Club, Texas, amending Chapter 12 "Traffic and Vehicles"; Article 12.04 "Parking"; Section 12.04.005 "Parking Near Certain Crosswalks" of the Code of Ordinances of the Town of Trophy Club, Texas, to add new Paragraphs 19 through 22 to prohibit parking near crosswalks on Broadway Drive, Morgan Lane, and Kensington Lane at Roseville Drive and on Roseville Drive at Bobcat Boulevard.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2026-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 12 “TRAFFIC AND VEHICLES”; ARTICLE 12.04 “PARKING”; SECTION 12.04.005 “PARKING NEAR CERTAIN CROSSWALKS” OF THE CODE OF ORDINANCES OF THE TOWN OF TROPHY CLUB, TEXAS, TO ADD NEW PARAGRAPHS 19 THROUGH 22 TO PROHIBIT PARKING NEAR CROSSWALKS ON BROADWAY DRIVE, MORGAN LANE, AND KENSINGTON LANE AT ROSEVILLE DRIVE AS WELL AS ON ROSEVILLE DRIVE AT BOBCAT BOULEVARD; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club (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 regulation of traffic and parking is essential to the furtherance of public health, safety, and welfare; and

WHEREAS, due to traffic and parking patterns on Roseville Drive and intersecting roadways near Byron Nelson High School, the Town has identified the need to restrict parking within twenty (20) feet of certain crosswalks whether marked or unmarked; and

WHEREAS, in order to maintain passage for emergency vehicles and to maximize traffic safety and visibility, the Town has identified the area within twenty (20) feet of these crosswalks to prohibit parking; and

WHEREAS, the Town Council determines that regulating parking in certain areas within the Town will increase visibility and further the public health, safety, and welfare.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
AMENDMENT**

That Chapter 12 “Traffic and Vehicles”, Article 12.04 “Parking”, Section 12.04.005 “Parking Near Certain Crosswalks” of the Code of Ordinances, Town of Trophy Club, Texas, is hereby amended to revise the first sentence of Section 12.04.005 to include both marked and unmarked crosswalks and add new Paragraphs 19, 20, 21, and 22, which shall read as follows:

SECTION 12.04.005 PARKING NEAR CERTAIN CROSSWALKS.

It shall be unlawful to park a motor vehicle within twenty feet (20') of the marked or unmarked crosswalks at the following locations:

- (19) Broadway Drive at Roseville Drive
- (20) Morgan Lane at Roseville Drive
- (21) Kensington Lane at Roseville Drive
- (22) Roseville Drive at Bobcat Boulevard

**** Paragraphs (1) through (18) of Section 12.04.005 are not modified by this ordinance, but shall remain unchanged and in full force and effect.

**SECTION 3.
CUMULATIVE**

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

**SECTION 4.
SEVERABILITY**

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.
SAVINGS**

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.
PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 7.
PUBLICATION**

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

**SECTION 8.
EFFECTIVE DATE**

This Ordinance shall become effective upon approval and publication as provided by law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 9th day of February 2026.

Jeannette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:


Tammy Dixon, Town Secretary


Town of Trophy Club, Texas

APPROVED AS TO FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas



682-831-4600 

817-491-9312 

From the Office of the General Counsel

Via electronic delivery to: bwright@trophyclub.org

Via certified and regular US Mail

January 21, 2026

Town Manager
Town of Trophy Club, Texas
1 Trophy Wood Drive
Trophy Club, Texas 76262-9700

Dear Mr. Wright,

This letter is issued by authority and under the direction of Trophy Club Municipal Utility District No. 1 ("District"). This letter shall serve as notice to the Town of Trophy Club, Texas, ("Town") that the District is terminating the Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services, and the First Amendment thereto, ("Contract") pursuant to paragraph 8.1 of the of the Contract.

With the consolidation of the Town's public water system into the District's public water system, the Contract is no longer needed. The termination will be effective on July 21, 2026 pursuant to the termination clause of the Contract. However, since the Town no longer operates a public water system, there is no actual need for the Contract to exist during the six-month termination period. The District is open to mutual termination of the Contract prior to July 21, 2026, if desired by the Town.

Thank you for your attention to this notice.

Best wishes,



Pamela H. Liston
General Counsel of Trophy Club Municipal Utility District No. 1
100 Municipal Drive
Trophy Club, Texas 76262

Cc: Dean Roggia, Town Attorney
Kevin Carr, District President
Alan Fourmentin, District General Manager

100 Municipal Drive Trophy Club, TX 76262

tcmud.org



TOWN COUNCIL COMMUNICATION

MEETING DATE: February 9, 2026

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a special warranty deed conveying Lot 2R2, Block 1, NISD High School No. 2, commonly known as the Town's water tower located on Bobcat Boulevard just south of the Town's corporate limits, to Trophy Club Municipal Utility District No. 1 for the purpose of providing water delivery services to the Town of Trophy Club. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY:

In October 2024, the Town Council and the Trophy Club Municipal Utility District No. 1 ("District") Board approved resolutions allowing the District to expand its boundaries to include all areas within the Town's corporate limits. In December 2024, the Denton County Clerk approved the District's boundary expansion. The expansion achieved the Town's and District's shared goals of: (1) expanding representation in District matters—including elections and eligibility to run for District Board seats—to all Trophy Club residents; (2) enabling Trophy Club residents to deduct District property taxes on their federal tax returns, which were previously collected as a PID assessment; and (3) creating a fair and uniform property tax system so that all Trophy Club residents are taxed under the same system, regardless of where they live within the Town.

The District's boundary expansion also allows the Town and the District to combine their public water systems into a single system that is entirely owned and operated by the District. To accomplish this consolidation, the Town has offered to transfer its water and wastewater assets to the District for \$10 and other good and valuable consideration, ensuring that water and wastewater users do not incur additional costs as a result of assuming the Town's assets.

The special warranty deed conveys the Town's water tower and the land contained within the water tower's walls, located near Byron Nelson High School, to the District "as is, where is, and with all faults," with no warranties or representations of any kind made by the Town with respect to the property. The Town reserves its existing easement and leasehold interests in the water tower property to ensure the continued collection of revenue from three existing cellular equipment leases located on the property.

A draft copy of the special warranty deed is attached to this agenda item for reference. This agenda item authorizes the Town Manager to finalize discussions with the District and to execute the special warranty deed in a form that is not substantially different from that presented.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

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

ATTACHMENTS:

- 1. Special Warranty Deed | Draft

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a special warranty deed conveying Lot 2R2, Block 1, NISD High School No. 2, commonly known as the Town's water tower located on Bobcat Boulevard just south of the Town's corporate limits, to Trophy Club Municipal Utility District No. 1 for the purpose of providing water delivery services to the Town of Trophy Club.

SPECIAL WARRANTY DEED

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.”

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

TOWN OF TROPHY CLUB, a Texas Municipal Corporation, with a mailing address of 1 Trophy Wood Drive, Trophy Club, Texas 76262 (hereinafter referred to as “Grantor”), for and in consideration of the sum of TEN AND NO / 100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned, including without limitation the covenants, conditions, and restrictions set forth below, paid or given by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD, AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY unto the Trophy Club Municipal Utility District No. 1, a conservation and reclamation District of the State of Texas located in Denton and Tarrant Counties created and operating pursuant to Chapters 49 and 54 of the Texas Water Code, with a mailing address of 100 Municipal Drive, Trophy Club, Denton County, Texas 76262, Trophy Club, Denton County, Texas 76262 (herein referred to as “Grantee”), all of the following described real property in Denton County, Texas (hereinafter referred to as the “Property”), to-wit:

See Exhibit A, which is attached hereto and incorporated herein for all purposes.

Except as otherwise provided herein, this conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any rights of ingress or egress to the Property and any buildings, elevated storage tanks, structures, fixtures, walls, gates, and other public improvements located thereon.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN GRANTOR’S WARRANTY OF TITLE SET FORTH HEREIN), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR OR GRANTOR’S REPRESENTATIVES. GRANTEE HAS CONDUCTED INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE

PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND IS RELYING UPON SAME, AND ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE HAS TAKEN WHATEVER ACTION AND PERFORMED WHATEVER INVESTIGATIONS AND STUDIES GRANTEE DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OF, OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO, ANY HAZARDOUS AND/OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY. GRANTEE ACCEPTS THE PROPERTY "AS IS, WHERE IS, AND WITH ALL FAULTS" AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES, OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR OR ANY THIRD-PARTY.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns; and Grantor does hereby bind itself, its successors or assigns to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the following permitted encumbrances, and the reversionary rights and reservations as further provided below: (1) any and all restrictions, covenants, conditions, leases, rights of way, reservations and easements, if any, relating to the Property, but only to the extent they are still in effect or otherwise shown of record in the hereinabove mentioned County and State; and (2) any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property.

Reversionary Rights of Northwest Independent School District. A further covenant, consideration, and condition of and for this conveyance is that the following restrictions shall in all things be observed, followed, and complied with:

- (a) The above-described Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.
- (b) The above-described Property, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which creates, maintains, reinforces, renews, or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system.

These restrictions and conditions shall be binding upon the Grantee, and its successors and assigns, for a period of fifty (50) years from February 26th, 2010; and in case of a violation of either or both of the above restrictions, the estate herein granted shall, without entry or suit, immediately revert to and vest in the Northwest Independent School District, and its successors, as provided in that special warranty deed to the Grantor which was recorded by Instrument No. 2010-19592 on March

4, 2010, in the official public deed records of Denton County, Texas, and this instrument shall be null and void, and Northwest Independent School District and its successors shall be entitled to immediate possession of such premises and the improvements thereon; and no act or omission upon the part of the Northwest Independent School District and its successors shall be a waiver of the operation or enforcement of such condition.

The restriction set out in (a) above shall be construed to be for the benefit of any person prejudiced by its violation. The restriction specified in (b) above shall be construed to be for the benefit of any public school district or any person prejudiced by its violation.

Reservation of Easement and Leasehold Interests by Grantor. Notwithstanding the conveyance set forth in this Special Warranty Deed, the Grantor (also acting as “Lessor”), hereby RESERVES, EXCEPTS, AND RETAINS for the benefit of the Grantor, and its lessees under the “Option and Structure Lease Agreement” and “Water Tower Lease Agreement(s)” identified below (collectively, the “Leases”), and their respective successors and permitted assigns, a perpetual, non-exclusive easement (collectively the “Wireless Easements”) over, under, across, and upon the Property, as generally described in and depicted in **Exhibit A**, which is attached hereto and incorporated herein for all purposes. The Wireless Easements shall run with the land and shall burden the Property for the benefit of the Grantor, and the Property is conveyed to the Grantee subject to the Wireless Easements and Grantor’s leasehold interests in and to the Property as the Lessor under the Leases.

This Wireless Easements are reserved to support and fulfill Town’s obligations and to ensure the continued, undisturbed exercise of rights by Grantor and the rights of the lessees granted under the following Leases, each of which is incorporated by reference into this Special Warranty Deed, and copies of the Leases (1) have been provided to the Grantee and Grantee has actual knowledge of the Leases and the Wireless Facilities (defined below) located on the Property; (2) the Leases are recorded by a memorandum of lease in the Official Public Deed Records of Denton County, Texas; or (3) the Leases are kept in the Town’s official records in the Office of the Town Secretary:

- (a) New Cingular Wireless PCS, LLC dated December 19th, 2016 – Option and Structure Lease Agreement (site commonly identified near 2901 Bobcat Blvd, Trophy Club, Texas) including rights in the Equipment Space, Antenna Space, and Connection Space (with associated access corridors and utility connections), as amended and/or as assigned to an authorized affiliate or successor of lessee; and
- (b) T-Mobile West LLC dated November 11th, 2022 – Water Tower Lease Agreement (premises components including Tower Space, Land Space, and non-exclusive rights of way of ingress/egress and utility installations from Bobcat Boulevard; includes Utility Right of Way and Further Rights of Way), as amended and/or as assigned to an authorized affiliate or successor of lessee; and
- (c) Dallas MTA, L.P. d/b/a Verizon Wireless dated March 24th, 2017 – Water Tower Lease Agreement (premises at 2901 Bobcat Blvd, Trophy Club, Texas 76262), including rights in the Tower Space, Land Space, non-exclusive right of way for ingress/egress from the nearest public right-of-way to the Land Space, Utility Rights of Way, and Survey rights controlling in case of boundary/access discrepancies, as amended and/or as assigned to an

authorized affiliate or successor of lessee.

The Wireless Easement is reserved and granted for the construction, installation, operation, inspection, maintenance, repair, replacement, upgrade, relocation, and removal of wireless communications facilities, including antennas, mounts, cabling, conduits, fiber, power, remote radio units, cabinets/shelters, appurtenances, and associated improvements pursuant to the Leases (collectively, referred to as "Wireless Facilities"), together with continuous ingress and egress for personnel, vehicles, and equipment; and continuous utility easements and communications backhaul as set forth in the Leases (including, without limitation, the Equipment Space/Antenna Space/ Connection Space and the Tower Space/Land Space/Right of Way/ Utility Rights of Way/ Further Rights of Way defined in each respective Lease, as amended).

The Grantee shall not unreasonably restrict, or otherwise prohibit or interfere with the Grantor (as "Lessor") or the respective lessees under the Leases from accessing or using the Property for purposes related to the Leases, and the Grantor retains a continuous right of access across the Property and the Wireless Easements to perform municipal operations and to exercise its rights under the Leases and this Wireless Easement. The Grantor will exercise access rights in a manner reasonably designed to minimize disruption to the Grantee's and the lessees' lawful use and operation of the Property.

The Wireless Easements have not and shall not merge into fee title by virtue of any ownership of the Property or by operation of law, and to ensure the exercise of the Grantor's paramount public and governmental purposes, the Grantor's leasehold estate and the Wireless Easements shall remain in effect until they are released by the Grantor in a recorded instrument executed by an authorized official of the Grantor.

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Special Warranty Deed and caused it to be EFFECTIVE as of the ____ day of _____, 2026.

GRANTOR:

TOWN OF TROPHY CLUB, a Texas home rule municipality

By: _____
Brandon Wright, Town Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Brandon Wright the Town Manager of the Town of Trophy Club, in his official capacity as Town Manager on behalf of the Town of Trophy Club, a Texas home rule municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

GRANTEE:

TROPHY CLUB MUNICIPAL UTILITY
DISTRICT NO. 1, a conservation and
reclamation District of the State of Texas.

By: _____
Kevin R. Carr, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Kevin R. Carr the President of the Trophy Club Municipal Utility District No. 1, in his official capacity as President on behalf of the Trophy Club Municipal Utility District No. 1, a conservation and reclamation District of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

AFTER RECORDING RETURN TO:

Attn: Brandon Wright
Town of Trophy Club
1 Trophy Wood Drive,
Trophy Club, Texas 76262

EXHIBIT A

Lot 2R2, Block 1, NISD High School No. 2, an addition in the Town of Trophy Club, Denton County, Texas, according to the Plat recorded in Instrument No. _____, Map/Plat Records, Denton County, Texas.

[NOTE: to be updated – after the final plat is recorded]

DRAFT



TOWN COUNCIL COMMUNICATION

MEETING DATE: February 9, 2026

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a second amendment to the amended and restated contract for wholesale water supply and wastewater treatment services and water and wastewater operational services, or other similar agreement. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: In October 2024, the Town Council and the Trophy Club Municipal Utility District No. 1 (“District”) Board approved resolutions allowing the District to expand its boundaries to include all areas within the Town’s corporate limits. In December 2024, the Denton County Clerk approved the District’s boundary expansion. The expansion achieved the Town’s and District’s shared goals of: (1) expanding representation in District matters—including elections and eligibility to run for District Board seats—to all Trophy Club residents; (2) enabling Trophy Club residents to deduct District property taxes on their federal tax returns, which were previously collected as a PID assessment; and (3) creating a fair and uniform property tax system so that all Trophy Club residents are taxed under the same system, regardless of where they live within the Town.

The District’s boundary expansion also allows the Town and the District to combine their public water systems into a single system that is entirely owned and operated by the District. To accomplish this consolidation, the Town has offered to transfer its water and wastewater assets to the District for \$10 and other good and valuable consideration, ensuring that water and wastewater users do not incur additional costs as a result of assuming the Town’s assets.

With the transfer of Town water and wastewater assets to the District and the consolidation of both water systems into one public water system owned and operated entirely by the District, pre-existing contracts and interlocal agreements that facilitated partnership in the systems are no longer necessary. This second amendment to the amended and restated contract for wholesale water supply and wastewater treatment services and water and wastewater operational services achieves the following objectives:

1. Cancels the 2017 Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services ILA.
2. Transfers all Town assets located within the Public Improvement District (“PID”) area, with the exception of the Town’s water tower, to the District for \$10 and other good and valuable consideration.

3. Obligates the District to continue providing wholesale water and wastewater services, maintenance, and operational services for existing customers and new customers with the Town's municipal boundaries that connect to the District's water and wastewater systems.
4. Obligates the District to continue to operate in accordance with the 2016 Interlocal Agreement for Utility Billing Services.
5. Constitutes the transfer of assets and an allocation agreement in accordance with Texas Water Code, Subchapter D, Title 30 TAC Ch. 290, and other applicable laws.
6. Acknowledges that neither party has outstanding or pending claims related to the canceled agreements and that all payments, costs, and other obligations have been resolved in their entirety.

A draft copy of the second amendment document is attached to this agenda item for reference. This agenda item authorizes the Town Manager to finalize discussions with the District and to execute the second amendment in a form that is not substantially different from that presented.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

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

ATTACHMENTS:

1. Second Amendment | Draft

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a second amendment to the amended and restated contract for wholesale water supply and wastewater treatment services and water and wastewater operational services, or other similar agreement.

**SECOND AMENDMENT
TO AMENDED AND RESTATED CONTRACT FOR WHOLESALE WATER SUPPLY
AND WASTEWATER TREATMENT SERVICES AND WATER AND WASTEWATER
OPERATIONAL SERVICES**

This Second Amendment to Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services (the “Second Amendment”) is made and entered into as of the ___ day of _____, 2026 (the “Effective Date”), by and between the Trophy Club Municipal Utility District No. 1, a district created pursuant to Section 59, Article XVI, Texas Constitution and the Texas Water Code, Chapter 54 (the “District”), and the Town of Trophy Club, a Texas home rule municipal corporation (the “Town”).

RECITALS

WHEREAS, Town and MUD previously entered into that Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services dated July 25, 2017 (the “Contract”); and

WHEREAS, on March 22, 2023, the Town and MUD amended the Contract (the “First Amendment”) to add additional property within the Town’s territorial limits and for the MUD to provide wholesale water and wastewater services and operational services to the additional property under the Contract; and

WHEREAS, the Town and MUD consented to the expansion of the MUD’s boundaries within the Town’s corporate limits pursuant to MUD Resolution No. 2024-1016 (dated October 16, 2024) and Town Resolution 2024-21 (dated October 14, 2024), and said resolutions described the allocation of governmental services and transfer of assets related to the Contract in accordance with the existing duties, allocations, and interlocal agreements between the Town and the MUD; and

WHEREAS, on April 25, 2025, the Texas Commission on Environmental Quality approved a merger between the MUD Water System (PWS 0610018) and the Town Water Distribution System (PWS 0610273); and

WHEREAS, the Contract is no longer necessary and the Town and the MUD desire to (1) terminate the Contract; (2) memorialize the transfer of the Town’s water and wastewater assets to the MUD for the MUD’s provision of Wholesale Water Services (PWS 0610018) and the MUD’s Wholesale Wastewater Services (Permit No. WQ0011593-001) to customers within the corporate boundaries of the Town, as amended; (3) to ensure the MUD’s continued service, operation, and maintenance of the same; and (4) to ensure compliance with Subchapter D, Title 30 TAC Ch. 290, and other applicable law; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, et seq., as amended (the “Act”) provides authority for governmental entities of the State of Texas to enter into interlocal contracts with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, each Party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying Party and each Party hereby finds and agrees that it is fairly compensated for the services or functions performed under the terms of the Contract, as amended by that First Amendment and this Second Amendment; and

WHEREAS, except as amended by this Second Amendment, the recitals and all other terms and conditions in the Contract and the First Amendment are incorporated into this Second Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Contract, unless otherwise defined herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and District agree as follows:

1. As of the Effective Date of this Second Amendment, the Contract, the First Amendment, and the 2007 Wholesale Contract shall terminate and are hereby cancelled for all purposes.
2. The Town's ownership of the water and wastewater assets identified on the attached **Exhibit A**, is hereby in all things transferred to the MUD for the MUD's provision of Wholesale Water Services (PWS 0610018) and the MUD's Wholesale Wastewater Services (Permit No. WQ0011593-001) to existing and future customers within the corporate boundaries of the Town, as amended; provided, however, that the Town's rights, titles, and interests in and to the "Elevated Storage Tank" identified on the attached **Exhibit A**, shall not be transferred under this Second Amendment, but shall be conveyed to the MUD "AS IS, WHERE IS, AND WITH ALL FAULTS" pursuant to a special warranty deed approved by the Town, subject to any leasehold and other interests of the Town, and other matters and easements of record.
3. The MUD will continue to provide wholesale water and wastewater services, maintenance, and operational services for existing customers and any new customers within the Town's municipal boundaries that connect to the MUD's water and wastewater systems. All governmental services related to wholesale water supply and wastewater treatment services and water and wastewater operational services within the Town's corporate boundaries, as amended, shall be provided for by the MUD. The Town will continue to notify the MUD of the proposed addition of customers to initiate the service extension review process, including, but not limited to, providing mapping and information on service extension locations, points of connection, total number of proposed lots and service demands. The MUD shall be solely responsible for furnishing all water and wastewater services to customers. To the extent applicable and not otherwise in

conflict with this Second Amendment, the Parties shall continue to operate in accordance with that Interlocal Agreement for Utility Billing Services between the parties dated September 20, 2016, as amended and/or restated.

- 4. To the fullest extent required by State and federal law, and local rules and regulations of the TCEQ, this Second Amendment shall constitute a transfer of assets and an allocation agreement in accordance with the Texas Water Code, Subchapter D, Title 30 TAC Ch. 290, and other applicable law.
- 5. Governmental Functions and Immunity.

The performance of the MUD and the Town under this Second Amendment are governmental functions and the doctrine of governmental immunity shall be, and it is hereby, invoked to the fullest extent possible under the law. The Parties acknowledge and agree that neither Party has any outstanding or pending claim related to the Contract, the First Amendment, or the 2007 Wholesale Contract, and each Party acknowledges and agrees that all payments, costs, and all other obligations under the Contract, the First Amendment, or the 2007 Wholesale Contract, including the costs for service, maintenance, operation of the Town's assets transferred by this Second Amendment have been resolved in their entirety to the satisfaction of both Parties. Neither Town nor MUD waive any immunity or defense against third-party claims that would otherwise be available to it against claims arising from the exercise of governmental powers and functions. The Parties hereto agree that each neither Party waives its governmental immunity to suit or claims the purposes of this Second Amendment.

- 6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this Second Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the Parties of signed facsimile or electronic copies of this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized officers and to be effective as of the Effective Date.

[Signatures on Following Page]

[Remainder of Page Intentionally Left Blank]

Signature Authority

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Second Amendment on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

TOWN OF TROPHY CLUB, a Texas home rule municipality

By: _____
Brandon Wright, Town Manager

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Brandon Wright the Town Manager of the Town of Trophy Club, in his official capacity as Town Manager on behalf of the Town of Trophy Club, a Texas home rule municipality.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1, a conservation and reclamation District of the State of Texas.

By: _____
Kevin R. Carr, President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2026, by Kevin R. Carr the President of the Trophy Club Municipal Utility District No. 1, in his official capacity as President on behalf of the Trophy Club Municipal Utility District No. 1, a conservation and reclamation District of the State of Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT A

Asset Transfer Map

