



TOWN OF TROPHY CLUB TOWN COUNCIL

REGULAR MEETING AGENDA

April 27, 2026

7:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Bill Eason, Fellowship United Methodist Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

COMMUNITY SPOTLIGHT

1. Arts Donation Recognition
2. Proclamation - National Day of Prayer
3. Proclamation - Public Employee Recognition Week
4. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)
 - c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

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

5. Consider approval of the April 13, 2026, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
6. Consider an ordinance amending the FY 2026 Budget to increase General Fund expenditures by \$35,931 for Fire/EMS part-time staffing and park property damage adjustments. (April Duvall, Director of Finance)
7. Consider a Developer's Agreement for Public Improvements between the Town of Trophy Club and Foxwood, LLC for The Trails subdivision. (Matt Cox, Director of Community Development)

INDIVIDUAL ITEMS

8. Consider a resolution adopting the Emergency & Risk Stabilization Fund Utilization Policy. (April Duvall, Director of Finance)

ADJOURN

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

I do hereby certify that the notice of meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: April 21, 2026 at 4:40 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.*



Office of the Mayor Proclamation

WHEREAS, throughout the history of America prayers have been lifted up, seeking the Lord in every generation for guidance, protection, and provision, so that God would be glorified and “Bless America,” resulting in America being filled with His glory, grace, and goodness as He has answered our prayers for over 250 years; and

WHEREAS, from the first pilgrims’ prayerful covenant with God in the Mayflower Compact to the Declaration of Independence, and in every State Constitution, God is glorified, given reverence and thanks, compelling the prayers of our Continental Congress that formed our nation to continue to flow fervently across America in this generation with our firm reliance on the protection of Almighty God; and

WHEREAS, The National Day of Prayer is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution, signed by President Truman and amended by Congress and President Reagan with Public Law 100-307 in 1988, affirming that it is essential for us as a nation to pray and directs the President of the United States to set aside and proclaim the first Thursday of May annually as a National Day of Prayer; and

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

WHEREAS, Thursday, May 7, 2026 is the 75th Observance of the National Day of Prayer in our nation, and simultaneously the 34th consecutive observance held for the citizens of our 76262 communities, having as its theme for this year: “Glorify God Among the Nations, Seeking Him in All Generations” based on the verse in 1 Chronicles 16:24, “Tell of His glory among the nations, His wonderful deeds among all the peoples.”, and

WHEREAS, on this National Day of Prayer we come together as leaders, citizens and neighbors to join our hearts and voices together in a spirit of unity to express gratitude to God for the many blessings He has bestowed upon us as individuals and upon our communities, state and nation, to humbly seek His divine wisdom and strength to meet challenges we face both present and future, and to pray for peace throughout our nation and the world;

NOW, THEREFORE, I, Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, and on behalf of the Trophy Club Town Council, do hereby proclaim Thursday, May 7, 2026, as,

“A Day of Prayer”

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

PROCLAIMED AND SIGNED on this the 27th day of April 2026.

Jeannette Tiffany, MAYOR



Office of the Mayor
Proclamation

- WHEREAS:** the Town of Trophy Club proudly recognizes the dedication and commitment of the individuals who serve in local, state, and federal government; and
- WHEREAS,** public employees at every level of government provide the essential services that make our community stronger, safer, and more connected; and
- WHEREAS,** these dedicated individuals, including first responders, streets and parks maintenance crews, recreation team members, finance and human resources professionals, communications and marketing specialists, community development staff, and the Town’s administrative personnel work tirelessly to serve the residents of Trophy Club with professionalism and integrity; and
- WHEREAS,** these employees often work behind the scenes, yet their commitment ensures safe neighborhoods, well-maintained streets and parks, responsive public services, and a high quality of life for all residents; and
- WHEREAS,** the purpose of Public Employee Recognition Week is to honor the women and men who serve our nation and our town as government employees and to encourage others to pursue careers in public service; and
- WHEREAS,** the Town of Trophy Club values the positive contributions that public servants make to uphold our community’s high standards and quality of life; and

NOW, THEREFORE, I, Jeannette Tiffany, Mayor of the Town of Trophy Club, Texas, and on behalf of the Trophy Club Town Council, do hereby proclaim May 3 to May 9, 2026, to be,

“Public Employee Recognition Week”

in the Town of Trophy Club; and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels, federal, state, county, city, and especially our Town of Trophy Club employees.

PROCLAIMED AND SIGNED on this the 27th day of April 2026.

Jeannette Tiffany, MAYOR



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 27, 2026

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the April 13, 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 April 13, 2026.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 04.13.2026 TC Meeting Minutes

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the April 13, 2026, Town Council work session and regular meeting minutes.

Town of Trophy Club
Town Council Work Session and Regular Meeting
Meeting Minutes – April 13, 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
Tamara Smith, Assistant Town Manager
Jill Lind, Director of Communications
April Duvall, Director of Finance
Chase Ellis, Director of Parks and Recreation
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources

WORK SESSION ITEM

1. Presentation and discussion of updates on the gateway, water tower, and wayfinding signage design project. (Tamara Smith, Assistant Town Manager))

Mayor Tiffany stated that the workshop would focus on beautification in Trophy Club under the Strategic Plan 2031, emphasizing “Wayfinding” to create a unified visual identity, and noted resident and consultant input will guide Council direction.

Tamara Smith, Assistant Town Manager, stated that the workshop would focus on design concepts for the wayfinding signage project.

Brennan Kane with Olsson Inc. presented two design options for the wayfinding signage and responded to Council questions.

Following the presentation, Council indicated a preference for Design Option A with limestone, inclusion of ground-level planter boxes or vegetation, no lighting on the monuments at this time while reserving the option for future consideration, optional backlit signage and uplighting, and removal of the “Texas Town of Patriotism” wording, with inclusion of the incorporation date.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 6:54 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:02 p.m.

INVOCATION

Pastor Barry Clingan, The Church at Trophy Lakes, led the invocation.

PLEDGES

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

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

2. Proclamation – Arbor Day

Council Member Ash read aloud the proclamation and presented it to Chase Ellis, Director of Parks and Recreation.

3. Texas Glammias

The Texas Glammias performed and provided a video showcasing their invitation to perform in the 250th Celebration Parades in Philadelphia and Washington D.C.

4. Working for You... Trophy Club

a) Update from Town Council Members

Council Member Sheridan reminded the audience that early voting for the May 2, 2026, general and special elections begins on Monday, April 20, and noted that early voting will not be held on Tuesday, April 21, due to a state holiday.

Council Member Flynn complimented staff on the shredding event, noting it was well-organized, efficient, and allowed for quick entry and exit.

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

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

The Medal of Honor motorcade will take place on April 15, 2026, and will depart DFW at 4:00 p.m.

- April 25 – Trophy Club Women’s Club Garage Sale
- May 7 – National Day of Prayer, 12:00 – 1:00 p.m., Church at Trophy Lakes
- May 9 – Touch a Truck event, Independence Park East, 10:00 a.m.. A sensory-friendly session will be from 9:30 – 10 a.m.
- Upcoming Board and Commission Meetings:
 - April 20 - Parks and Recreation Board meeting, 6:00 p.m.
 - April 22 - Economic Development Corporation meeting, 6:00 p.m.
 - April 29 – Animal Shelter Advisory Board meeting, 6:30 p.m.
- Upcoming Town Council Meetings:
 - April 27 – Town Council Regular Meeting, 7:00 p.m.
 - Wednesday, May 13 – Town Council Regular Meeting (Swearing in of Council Members) A reception for outgoing and incoming council members will be held in the lobby prior to the meeting at 6:00 p.m.
- Early Voting for the May 2 General and Special Elections begins April 20 and ends on April 28. Please note: No early voting will be conducted on Tuesday, April 21, due to a state holiday.

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

Town Attorney Dean Roggia provided a summary of the Records Management Act.

CONSENT AGENDA

5. Consider approval of the March 23, 2026, Town Council special meeting minutes. (Tammy Dixon, Town Secretary)
6. Consider a resolution adopting the Town of Trophy Club Investment Policy for Fiscal Year 2025-2026. (April Duvall, Director of Finance) The caption of the resolution reads as follows:

RESOLUTION NO. 2026-06

RESOLUTION A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ADOPTING AN INVESTMENT POLICY FOR FISCAL YEAR 2025-2026 FOR FUNDS FOR THE TOWN OF TROPHY CLUB, AND PROVIDING AN EFFECTIVE DATE.

- 7. Consider a resolution adopting a Purchasing Policy and Procedure Manual. (April Duvall, Director of Finance) The caption of the resolution reads as follows:

RESOLUTION NO. 2026-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ADOPTING A PURCHASING POLICY AND PROCEDURE MANUAL, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE TOWN MANAGER TO MAKE MINISTERIAL REVISIONS TO THE PURCHASING POLICY AND PROCEDURE MANUAL; REPEALING PRIOR INCONSISTENT POLICIES; AND PROVIDING AN EFFECTIVE DATE.

- 8. Consider an ordinance amending Division 2, "Records Management," of Article 1.07, "Records," of Chapter 1, "General Provisions," of the Trophy Club Code of Ordinances in its entirety to provide for an updated Records Management Program. (Tammy Dixon, Town Secretary) The caption of the ordinance reads as follows:

ORDINANCE NO. 2026-11

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING DIVISION 2, "RECORDS MANAGEMENT," OF ARTICLE 1.07, "RECORDS," OF CHAPTER 1, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, IN ITS ENTIRETY TO PROVIDE FOR AN UPDATED RECORDS MANAGEMENT PROGRAM; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

- 9. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Resort Contract Furnishings, Inc. for pool furniture in the amount of \$54,420. (Chase Ellis, Director of Parks & Recreation)

Council Member Beach moved to approve Consent Agenda Items 5 - 9. Council Member Flynn seconded the motion.

VOTE ON MOTION

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

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INDIVIDUAL ITEMS

- 10. Consider a resolution providing for the appointment of a member to serve on the Crime Control & Prevention District Board. (Jeannette Tiffany, Mayor)

Mayor Tiffany advised the Town Council that the Appointments Committee interviewed two candidates and the committee recommended the appointment of Kyle Oehring to fill the vacancy of the board with a term expiring August 31, 2027.

Mayor Tiffany moved to approve a resolution appointing Kyle Oehring to serve on the Crime Control & Prevention District Board with a term expiring August 31, 2027. Council Member Ash seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2026-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF A MEMBER TO SERVE ON THE CRIME CONTROL AND PREVENTION DISTRICT; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

Mayor Tiffany adjourned the regular meeting at 7:24 p.m.

 Jeannette Tiffany, Mayor

Attest:

 Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 27, 2026

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance amending the FY 2026 Budget to increase General Fund expenditures by \$35,931 for Fire/EMS part-time staffing and park property damage adjustments. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: Town staff recommends the following FY 2026 General Fund budget amendments to the Fire and Emergency Medical Services (EMS) Departments and the Recreation Department.

EMS Department Budget Amendment Request

The proposed amendment to the General Fund EMS Department is intended to support a more proactive staffing strategy for the remainder of FY 2026. In September 2025, the Fire Department developed and implemented a pilot program to achieve a scheduled staffing level of six on-duty personnel by proactively scheduling a part-time firefighter on every B and C shift. Shift A already maintains a six-person scheduled staffing level. The objective of the pilot program was to reduce reliance on overtime, improve staffing consistency, and enhance operational effectiveness while maintaining the five-person minimum staffing requirement.

The results of the September pilot program were significant:

- Overtime usage was reduced by approximately 77% (52 hours in September compared to a monthly average of 227 hours).
- The proactive model resulted in an estimated savings of \$1,120 compared to traditional reactive staffing methods. While cost savings were achieved in September, this outcome is not expected to be typical when maintaining a six-person staffing level.
- On-duty staffing levels exceeded the five-person minimum on 40% of shifts.
- Operational benefits included improved training coverage, increased part-time participation, and reduced administrative workload for fire captains in filling last-minute vacancies.

The average hourly rate for a part-time firefighter is \$24.85, compared to \$55.98 for a full-time firefighter working overtime. This difference presents a significant opportunity to achieve the Town's operational goals with minimal budget impact. While September reflected modest cost savings, most months are anticipated to cost approximately \$1,000 to \$2,000 more than reactive overtime staffing. However, the improved operational stability and reduced

dependence on overtime provide substantial long-term value to the Trophy Club Fire Department.

This proactive initiative represents a low-cost solution to achieve several critical operational objectives. It provides a more holistic staffing approach to better manage time off, reduce mandatory overtime, enhance training flexibility, and improve overall operational readiness. The strategy also addresses findings from a recent ESCI audit, funded by the District, which identified the department's lack of a scheduled relief factor as a deficiency. The September pilot demonstrated measurable improvements in staffing efficiency and service delivery.

The proposed budget amendment includes \$25,000 (with half funded through a budget transfer authorized by the District Board) to support part-time Fire/EMS personnel for the remainder of FY 2026, ensuring consistent staffing levels and service delivery.

Recreation Department Budget Amendment Request

The proposed amendment for the General Fund Parks Department is intended to replace shade structures damaged during recent storms. This amendment recognizes \$10,931 in revenue associated with the Town's successful property damage claim and appropriates the corresponding expenditure within the Recreation Department to replace and repair the damaged assets.

BOARD REVIEW/CITIZEN FEEDBACK: The Trophy Club Municipal Utility District (District) #1 Board considered and approved a similar budget amendment for the Fire Department's portion of part-time staffing at its April 15, 2026 meeting.

FISCAL IMPACT:

This budget amendment increases General Fund expenditures by \$35,931, consisting of a \$25,000 increase split between the Fire and EMS Departments and a \$10,931 increase in the Recreation Department. Of the Fire/EMS increase, \$12,500 was approved by the MUD Board resulting in a corresponding increase in intergovernmental transfers from the District. This amendment increases General Fund revenues by a total of \$23,431 to partially offset the expenditure increases in the Fire/EMS and Recreation Departments.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Ordinance
2. Exhibit A

ACTIONS/OPTIONS:

Staff recommends that the Town Council approve the ordinance amending the FY 2026 Budget to increase General Fund expenditures by \$35,931 for Fire/EMS part-time staffing and park property damage adjustments.

**TOWN OF TROPHY CLUB
ORDINANCE NO. 2026-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 AND AMENDED BY ORDINANCE NO. 2025-34 AND ORDINANCE NO. 2026-03, 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, 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, the Annual Budget was amended by Ordinance No. 2025-34 on October 13, 2025; and

WHEREAS, the Annual Budget was amended by Ordinance No. 2026-03 on January 12, 2026; 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 and amended by Ordinance No. 2025-34 and Ordinance No. 2026-03, is hereby amended to provide for adjustments to the General Fund, as shown in Exhibit "A," which is attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with the Annual Budget, as amended.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 27th day of April, 2026.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit "A"
Town of Trophy Club
FY 25-26 Budget Amendment No. 3

FY26 BUDGET AMENDMENT #3:

Department	Line Item	Line Item Description	Budget Total	Recommended Change	Amended Budget
<u>Section 1</u>					
<u>Revenues</u>					
	01-000-49800	Insurance Proceeds	\$ -	\$ (10,931)	\$ (10,931)
	01-000-42100	Intergovernmental Transfer MUD (Fire)	\$ (1,958,716)	\$ (12,500)	\$ (1,971,216)
		Total Revenue:	\$ (1,958,716)	\$ (23,431)	\$ (1,982,147)
<u>EMS</u>					
	01-255-50101	Salaries - Part Time	\$ 50,000	\$ 12,500	\$ 62,500
		Total EMS:	\$ 50,000	\$ 12,500	\$ 62,500
<u>Fire</u>					
	01-256-50101	Salaries - Part Time	\$ 50,000	\$ 12,500	\$ 62,500
		Total Fire:	\$ 50,000	\$ 12,500	\$ 62,500
<u>Recreation</u>					
	01-400-65100	Property Maintenance	\$ 225,000	\$ 10,931	\$ 235,931
		Total Recreation:	\$ 225,000	\$ 10,931	\$ 235,931
<u>Total GF Expenditure Increase</u>				\$ 12,500	



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 27, 2026

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider a Developer's Agreement for Public Improvements between the Town of Trophy Club and Foxwood, LLC for The Trails subdivision. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY:

On March 23, 2026, the Town Council approved the Final Plat for The Trails, an 18-lot single-family residential subdivision on approximately 7.603 acres. The property is generally located north of Macquarie Street and Milson's Point Drive within the Thomas J. Allen Survey, Abstract No. 7, and the J.S. Kenley Survey, Abstract No. 1641, in Denton County, Texas.

The subject property is zoned Planned Development District No. 27 (PD-27). On December 8, 2025, the Town Council approved Ordinance No. 2025-36, amending PD-27 to incorporate recently annexed property into the zoning district and allow development of the subdivision. On January 12, 2026, the Town Council approved the Preliminary Plat for The Trails, with the condition that the applicant revise the PD-27 Concept Plan and Development Standards prior to submitting a Final Plat application. On February 23, 2026, the Town Council approved Ordinance No. 2026-07, further amending PD-27 to update the Concept Plan and Development Standards.

As required by Section 10.02.201 of the Town of Trophy Club Subdivision Ordinance, a Developer's Agreement shall be executed by the Mayor after engineering plans and cost estimates have been approved. Foxwood, LLC will be responsible for the public improvements outlined in Chapter 10, Article 10.02, Division 4, including:

- Water Distribution System
- Sanitary Sewer System
- Drainage and Storm Sewer
- Street Construction

A Homeowners' Association (HOA) will be established upon filing of the Final Plat and will own and maintain Lot 1X and Lot 11X. Additionally, Lot 21X is proposed to be conveyed to the Town for preservation of the existing linear trail system.

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 Developer's Agreement as to form and legality.

ATTACHMENTS:

1. Developer's Agreement - The Trails

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the Developer's Agreement for Public Improvements between the Town of Trophy Club and Foxwood, LLC for The Trails subdivision.



1 Trophy Wood Drive, Trophy Club, TX 76262 | 682.237.2900 | info@trophyclub.org | trophyclub.org

**THE TRAILS DEVELOPMENT CONTRACT
FOR
PUBLIC IMPROVEMENTS**

WHEREAS, FOXWOOD LLC (the “Developer”), whose business address is 129 S. Main St. Grapevine, TX 76051, is the developer of real property located in the limits of the Town of Trophy Club, being described as THE TRAILS SUBDIVISION (the “Development”), an unrecorded subdivision to the Town of Trophy Club, Texas, being further identified on Exhibit A attached hereto; and

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

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

WHEREAS, this Agreement is required to ensure that the Public Improvements are constructed in accordance with the Town’s standard specifications for public works projects, applicable ordinances and design criteria manuals (“Standard Specifications”), and the plans and specifications prepared by Developer’s engineer, HC Engineering (“Developer’s Engineer”) dated March 2026, which were approved by the Town and are on file in the office of: Teague, Nall & Perkins, Philip Varughese, Town Engineer, 5237 N. Riverside Dr., Suite 100, Fort Worth, Texas 76137 (“Town Engineer”), which may be amended with the written approval of the Town Engineer or their designee (the “Project Specifications”), such Standard Specifications and Project Specifications being incorporated hereby by reference and herein called collectively the “Plans and Specifications”; and

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

WHEREAS, the Developer shall provide for the construction of the Public Improvements by and through the Developer’s contractor Pennington Concrete & Utilities, (the “Contractor”) whose address is 13350 Euless St, Euless, TX 76040, a construction contractor experienced in the construction of improvements similar to the Public Improvements. The Contractor shall meet Town and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way, and to be qualified in all respects to bid on public streets and public projects of a similar nature. The Developer agrees to submit contract documents to the Town and to participate in pre-construction meetings with the Town and all Contractors; and

WHEREAS, Developer and Contractor recognize that the Town has an interest in ensuring that the Public Improvements, which will, upon completion and acceptance by the Town, become public

property, are properly constructed in accordance with the Plans and Specifications and that full payment by Developer is provided therefore;

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

1. Covenants of Developer and Contractor:

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

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

connected with the work and all sums of money due for labor, materials, apparatus, fixtures, or machinery furnished for all and used in the performance of the work have been paid or otherwise satisfied. In addition, Contractor shall provide Developer with a consent to final payment from the payment bond surety.

- i. Encumbrances. Upon final completion, inspection, and acceptance of the Public Improvements by the Town, the Public Improvements shall become the property of the Town free and clear of all liens, claims, charges, or encumbrances of any kind. If, after acceptance of the Public Improvements, any claim, lien, charge or encumbrance is made, or found to exist, against the Public Improvements, or land dedicated to the Town, to which they are affixed, the Developer and Contractor shall upon notice by the Town promptly cause such claim, lien, charge or encumbrance to be satisfied and released or promptly post a bond with the Town in the amount of such claim, liens, charge or encumbrance, in favor of the Town, to ensure payment of such claim, lien, charge or encumbrance.
- j. **INDEMNIFICATION. THE DEVELOPER AND CONTRACTOR SHALL AND HEREBY DO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE TOWN, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF THE CONTRACTOR, THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS; OR ON ACCOUNT OF ANY NEGLIGENT ACT OR FAULT OF THE CONTRACTOR, THEIR AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONSTRUCTION OF THE IMPROVEMENTS; AND SHALL PAY ANY JUDGMENT, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE TOWN GROWING OUT OF SUCH INJURY OR DAMAGE. THIS PARAGRAPH DOES NOT APPLY TO ANY NEGLIGENT ACT OF TOWN EMPLOYEES UNDER SUBCHAPTER B OF TEXAS CIVIL PRACTICE AND REMEDIES CODE CH. 101, THE "TEXAS TORT CLAIMS ACT".**
- k. Approval by the Town Engineer of any plans, designs or specifications submitted by Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, or the Developer's Engineer, employees, officers or agents with respect to the construction of any of the Development's improvements or facilities, or for the accuracy and competency of the Development's improvements and facilities design and specifications prepared by the Developer's Engineer, his officers, agents, servants or employees, it being the intent of the parties that the approval by the Town Engineer signifies the Town's approval on only the general design concept of the improvements and facilities to be constructed.
- l. The Developer and Contractor shall comply with all local, state, and federal laws, rules, and regulations, relating to drainage, flood control, runoff,

erosion, pollution, hazardous materials, waste, sedimentation, and any other control and mitigation requirements related thereto. The Developer and Contractor are responsible for all liability for drainage to adjacent and downstream property, but only to the extent directly caused by the design and construction of the Public Improvements contemplated by this Agreement.

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

Denton County, Texas. The terms and provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Agreement may not be assigned without written consent of the Parties.
7. Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
9. Texas Public Information Act. Unless otherwise provided by law, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act (“Act”) and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and each party agrees that this Agreement may be terminated with regard to such party if such party knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable.
10. Governmental Function(s) and Immunity. The parties hereby acknowledge and agree that the Town is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Town’s governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.
11. Waiver of Attorney’s Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Agreement) and that in no event shall either party be responsible for the other party’s attorneys’ fees regardless of the outcome of the litigation.
12. Additional Verifications. To the extent required by Texas law, the Developer and Contractor each verify that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled


by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

- 13. Ethics Disclosure. To the extent required by law, the Developer and Contractor each represent that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.

Executed this, 14th day of April, 2026.

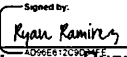
DEVELOPER:

NAME: Foxwood LLC

BY:  _____
Signed by:
 Name: Greg Fox
 Title: Owner
 Address: 2234 Edinburgh Ave Trophy Club TX 76262

CONTRACTOR:

NAME: Pennington Concrete & Utilities

BY:  _____
Signed by:
 Name: Ryan Ramirez
 Title: VP of Operations
 Address: 13350 Eules St, Eules, TX 76040

TOWN OF TROPHY CLUB:

BY: _____
Jeannette Tiffany, Mayor

ATTEST:

BY: _____
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

BY: _____
Dean Roggia, Town Attorney

Exhibit A

The Development

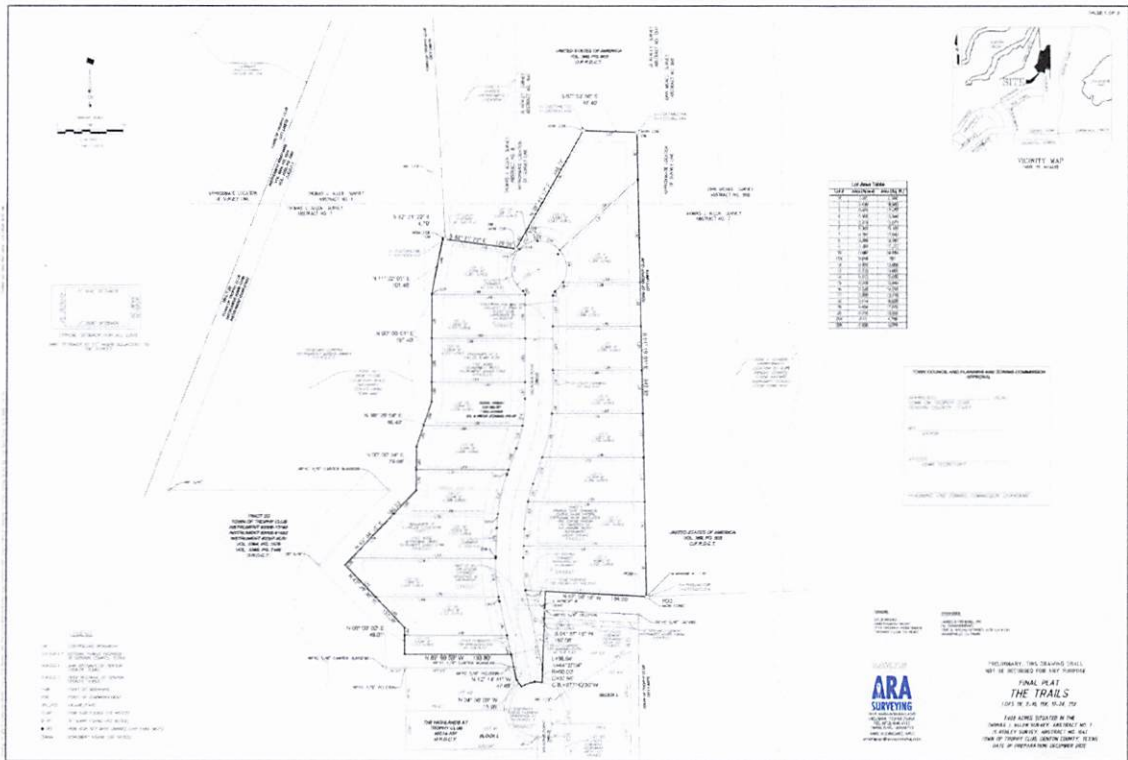


EXHIBIT B
PENNINGTON
CONCRETE & UTILITIES

JOB NAME: MILSON'S POINT
 LOCATION: TROPHY CLUB, TX
 PROPOSAL DATE: 01-14-2026
 PLAN DATE: 09-01-2025
 ADDENDA ACKNOWLEDGED: N/A

Description	Quantity	Unit
PUBLIC WATER		
8" DR14 WATER PIPE	820	LF
6" DR14 WATER PIPE	10	LF
2" SCH40 CASING PIPE-LONG SERVICE	480	LF
FIREHYDRANT ASSEMBLY	2	EA
8" GATE VALVE	2	EA
6" GATE VALVE	2	EA
CONNECT TO EXT. 8" WATER VIA TAPPING SLEEVE	1	EA
FITTINGS & RESTRAINTS	1	LS
1" DOMESTIC WATER SERVICE	18	EA
3/4" IRRIGATION SERVICE	2	EA
TRENCH SAFETY	1,310	LF
CHLORINATE & TESTING	1	LS
		PUBLIC WATER SUBTOTAL \$ 118,643.00
PUBLIC SANITARY SEWER		
8" SDR35 SANITARY SEWER PIPE	720	LF
4" SDR26 SANITARY SEWER PIPE	490	LF
4" DR11 FORCE MAIN	880	LF
LIFT STATION W/ CONCRETE PAD, CMU GRADE BEAM, GATE & SCADA	1	EA
4" DIA. SANITARY SEWER MANHOLE	4	EA
CONNECT TO EXT. SANITARY SEWER MANHOLE	1	EA
6" TRAFFIC RATED CLEANOUT	1	EA
4" SEWER SERVICE W/ 4" CLEANOUT@ PROPERTY	18	EA
HDPE FITTINGS FOR FORCE MAIN	1	LS
TCEQ CROSSINGS	1	LS
TRENCH SAFETY	2,090	LF
TV INSPECTION	2,090	LF
		PUBLIC SANITARY SEWER SUBTOTAL \$ 307,917.00
PUBLIC STORM DRAINAGE		
12" X 18" GROUTED ROCK RIP-RAP	18	SY
		PUBLIC STORM DRAINAGE SUBTOTAL \$ 5454.00
PUBLIC CONCRETE		
5" 3500PSI BF FLUMES	854	SF
6" 4000PSI BF PAVING (HAND PLACED)	24,919	SF
6" INTEGRAL CURB	2,135	LF
GREENSAWCUT JOINTS	3,300	LF

4" 3000PSI BF SIDEWALKS	1,970	SF	
ADA RAMPS DOMES	4	EA	
METAL FLUME PLATE	1	EA	
LIGHT POLE PIERS	3	EA	
PUMP TRUCK	1	LS	
LIFT STATION C/MU WALL FOOTING	1	LS	
STREET/STOP SIGN	1	LS	
<hr/>			
PUBLIC CONCRETE SUBTOTAL			\$220,886.00

ESTIMATE PREPARED BY: MATTHEW MCCORMICK
MATTHEW@PENNINGTONTX.COM
940-231-7014



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 27, 2026

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider a resolution adopting the Emergency & Risk Stabilization Fund Utilization Policy. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

During the FY 2025 Budget process, the Town Council allocated \$500,000 to establish an Emergency & Risk Stabilization Fund. The purpose of this fund is to provide a financial resource to address unforeseen emergencies and to manage volatility in certain liability-related expenditures.

At the time of allocation, the Town Council directed staff to develop a formal policy to guide the appropriate use and administration of this fund. The attached Emergency & Risk Stabilization Fund Utilization Policy (TM-300) has been developed in response to that direction.

The proposed policy establishes clear guidelines for two primary uses of the fund:

1. **Emergency Response:** Funding for immediate and unanticipated events affecting public infrastructure, Town operations, and public safety where delays could increase risk, damage, or cost.
2. **Financial Stabilization:** Funding for significant, unanticipated liability-related expenditures, including fluctuations in Workers' Compensation claims and the potential loss of anticipated insurance discounts when such costs exceed budgeted assumptions.

The policy outlines allowable and ineligible expenses, establishes procedures for requesting and approving expenditures, and maintains Town Council authority over all appropriations. In emergency situations requiring immediate action, the Town Manager is authorized to approve expenditures in accordance with the Town's purchasing policies, with all such expenditures subject to subsequent Council ratification.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

The policy establishes a target fund balance between 2.5% and 5.0% of General Fund expenditures and requires annual reporting on fund usage, balances, and outcomes. Based on

FY 2025 year-end audit figures, the Town's Emergency & Risk Stabilization Fund should have reserve levels between \$398,005 and \$796,010. The current balance of \$500,000 meets the requirements of the recommended policy.

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

ATTACHMENTS:

- 1. Resolution
- 2. Exhibit A: Emergency & Risk Stabilization Fund Utilization Policy

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution adopting the Emergency & Risk Stabilization Fund Utilization Policy.

**TOWN OF TROPHY CLUB
RESOLUTION NO. 2026-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ADOPTING THE EMERGENCY & RISK STABILIZATION FUND UTILIZATION POLICY, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “A”; AUTHORIZING THE TOWN MANAGER TO MAKE MINISTERIAL REVISIONS TO THE POLICY; REPEALING PRIOR INCONSISTENT POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Town Charter, the Town Council is designated as the approving authority for all municipal policies, including those governing the spending of Town funds; and

WHEREAS, the Town Council desires to establish clear guidelines and parameters for the use of the Emergency & Risk Stabilization Fund to ensure fiscal responsibility and timely response to emergencies; and

WHEREAS, the Emergency & Risk Stabilization Fund Utilization Policy (the “Policy”) establishes procedures for the use of funds to address unforeseen emergencies impacting capital infrastructure, Town operations, and significant unanticipated liability-related expenditures; and

WHEREAS, the Policy provides for appropriate oversight, accountability, and reporting requirements to ensure transparency and proper stewardship of public funds; and

WHEREAS, upon consideration, the Town Council finds and determines it to be in the best interest of the health, safety, and welfare of the Town and its residents to adopt the Policy, which is attached to this Resolution as Exhibit “A”.

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 has reviewed the Emergency & Risk Stabilization Fund Utilization Policy (the “Policy”) and hereby adopts the Policy as set forth in Exhibit “A”, which is attached hereto and incorporated herein in its entirety.

Section 3. The Town Council hereby authorizes the Town Manager to make ministerial revisions to the Policy from time to time, subject to written approval by the Town Attorney.

Section 4. Upon the Effective Date of this Resolution, all policies or provisions previously adopted by the Town that are inconsistent with the Policy adopted as “Exhibit A” are hereby repealed to the extent of such inconsistency.

Section 5. All expenditures from the Emergency & Risk Stabilization Fund shall be made in accordance with the Policy and applicable Town purchasing and financial procedures, and shall require Town Council appropriation except as otherwise authorized for emergency actions subject to subsequent ratification.

Section 6. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, on this 27th day of April 2026.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

EXHIBIT "A"

EMERGENCY & RISK STABILIZATION FUND UTILIZATION POLICY

Emergency & Risk Stabilization Fund Utilization Policy

Town Manager Policy	
Policy Number	TM-300
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Finance
Council Resolution Number	
This Policy requires Town Council approval.	

1. Statement of Purpose

To establish guidelines and parameters for the use of Emergency & Risk Stabilization Fund including (1) the immediate response to unforeseen emergencies affecting capital infrastructure and/or Town operations; and (2) financial stabilization for significant, unanticipated liability-related expenditures. Emergency & Risk Stabilization Fund may be authorized where delays would likely result in increased risk, damage, or cost to the Town.

2. Authority

The Town Manager is authorized to review and recommend expenditures from the Emergency & Risk Stabilization Fund for qualifying emergency situations, as described in this policy. All appropriations for expenditures from the Emergency & Risk Stabilization Fund require approval by the Town Council, in accordance with the Town's purchasing and financial policies. In situations requiring immediate action to protect life, safety, or property, the Town Manager is authorized to approve emergency purchases as outlined in the Town's Purchasing Policy & Procedure Manual. All such emergency expenditures shall be presented to the Town Council for ratification and formal appropriation at the next available meeting.

3. Definitions

- **Emergency:** An unanticipated event or condition that requires immediate attention to prevent or mitigate danger to public health, safety, property, liability, or essential Town services or to prevent financial or other loss.

4. Allowable Expenses

Emergency & Risk Stabilization Fund may be used for:

- Costs for the immediate repair or replacement of critical infrastructure arising from damage or to reduce or prevent imminent liability (e.g., roads, facilities, sidewalks).
- Costs associated with Emergency response measures involving capital assets (e.g., structural stabilization, protective barriers).

- Costs associated with engineering or professional services necessary to assess and resolve damage caused by an Emergency.
- Costs to purchase equipment or materials procured solely to mitigate the Emergency.
- Payment of liability-related expenditures, including Workers' Compensation claims, property claims, or the loss of anticipated insurance discounts when such costs exceed budgeted assumptions and are approved by the Town Council. Routine or recurring liability-related expenses that can be reasonably budgeted shall not be eligible for Emergency & Risk Stabilization Fund use.
- Personnel costs directly related to providing and continuing municipal operations in the event of an Emergency.
- Costs associated with securing, leasing, or acquiring temporary facilities or land to respond to an Emergency.
- Costs associated with removing trash and debris caused by an Emergency.
- Other costs directly related to the Emergency and consistent with the intent of this policy.

5. Ineligible Expenses

- Routine maintenance or preventive repairs.
- Planned or scheduled improvements already included in the CIP.
- Expenses that can be addressed through operating budget reallocations.
- Personnel costs not directly related to responding to an Emergency.

6. Procedures for Appropriations

- The requesting department must notify the Town Manager in writing outlining:
 - Nature of the Emergency
 - Justification for use of the Emergency & Risk Stabilization Fund
 - Estimated cost

- The Town Manager will review the request and may recommend approval to the Town Council after reviewing available reserves in the Emergency & Risk Stabilization Fund, if the request meets the conditions outlined in this policy.
- All appropriations from the Emergency & Risk Stabilization Fund must be approved by the Town Council prior to expenditure, in accordance with this policy and applicable purchasing requirements.
- Proper documentation must be maintained for audit purposes.

7. Target Balance Requirements

The Emergency & Risk Stabilization Fund shall maintain between 2.5% and 5.0% of General Fund expenditures in reserve. Funds shall be replenished by the Town Council through the annual budget process, as needed.

8. Reporting

For any year in which Emergency & Risk Stabilization Funds are allocated, an annual report summarizing the use of Emergency & Risk Stabilization Fund including the nature of emergencies, amounts spent, remaining balance, anticipated reimbursements, and resolution outcomes shall be submitted as part of the Town's financial reporting process.