



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

April 22, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Discussion on infrastructure improvement options to address flooding on Inverness Drive, from Indian Creek to Inverness Drive. (Matt Cox, Community Development Director & Philip Varughese, TnP Engineering)

ADJOURN WORK SESSION

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

INVOCATION

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Council on any matter pursuant to Texas Government Code Sec. 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 four (4) minutes or the time limit determined by the Presiding Officer. Each speaker must have submitted their request to speak by completing the Speaker's Form or may email mayorandcouncil@trophyclub.org

PRESENTATIONS

2. Conduct a Police Department badge pinning ceremony. (Patrick Arata, Police Chief)

COMMUNITY SPOTLIGHT

3. Proclamation - National Day of Prayer
4. Proclamation - Public Employee Recognition Week
5. 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.

6. Consider approval of the April 8, 2024, Town Council Work Session and Regular Meeting Minutes. (Tammy Dixon, Town Secretary)
7. Consider a resolution authorizing the transfer of retired K-9 Officer Indy to Sergeant Barry Sullivan. (Patrick Arata, Police Chief)
8. Consider authorizing the Town Manager to negotiate and execute an Interlocal Cooperative Agreement with Denton County for the Shared Governance Communications & Dispatch Services System for Police and Fire. (Partick Arata, Police Chief & Jason Wise, Fire Chief)

PUBLIC HEARINGS

9. Conduct a public hearing and consider an ordinance granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600 and approximately 230 feet of SH 114. (Matt Cox, Community Development Director)
10. Conduct a public hearing and consider an ordinance amending Planned Development 30 (PD-30) to allow for a modification to the development standards and design of drive-thru facilities on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The applicant is TC Town Center 1 LP, and the property is generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development Director)
11. Conduct a public hearing and consider an ordinance granting a Specific Use Permit for a Quick Service Restaurant in an approximate 2,500 square foot proposed structure on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The applicant is TC Town Center 1 LP, and the property is

generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development Director)

12. Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Chapter 14, "Zoning", Division 5, "Supplementary District Regulations", Section 14.02.252 "Sale of Alcoholic Beverages" to update requirements for the sale of Alcohol in the Town. (Tammy Dixon, Town Secretary)

INDIVIDUAL ITEMS

13. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with John R. McAdams Company for the design, construction bid, and construction administration of the Trophy Club Dedicated Pickleball Courts Project in a not-to-exceed amount of \$147,000. (Chase Ellis, Parks & Recreation Director)
14. Consider a resolution repealing the existing Fund Balance Policy in its entirety and replacing it with the new Financial Reserves Policy. (April Duvall, Finance Director)

ADJOURN

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

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: April 17, 2024, at 5:00 pm, and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

Maggie McCormick-Krukowski
Records Analyst

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



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Discussion on infrastructure improvement options to address flooding on Inverness Drive, from Indian Creek to Inverness Drive. (Matt Cox, Community Development Director & Philip Varughese, TnP Engineering)

BACKGROUND/SUMMARY: Over the past several years, Town staff has tracked instances of high water and flooding within Trophy Club. Specifically, multiple residents have experienced recurring flooding incidents on Inverness Drive. Over the past decade, there has been a persistent issue of high water pooling and residential property damage at 223 Inverness Drive.

In November 2022, the Town Council approved the initiation of a comprehensive drainage shed study for the Inverness area. This study, undertaken by Teague Nall and Perkins (TnP), has now been successfully completed. Its findings reveal three distinct areas prone to flooding within the drainage study, each presenting unique challenges and considerations. Importantly, the study outlines potential solutions that can be implemented either as a single consolidated project or as three separate phased initiatives.

The drainage study for Inverness commenced in December 2022. A draft report and study was completed in June 2023 and alternatives were developed following subsequent meetings in February and March 2024.

The general cause of overland flooding in Inverness is due to insufficient storm drain and inlet capacity from Indian Creek Drive to the outfall of the storm drain system at Trophy Club Country Club. Overland flow from Indian Creek Drive and Hillcrest Court overwhelms the downstream storm drain system, causing water to leave the right-of-way. TnP and staff have developed three alternatives to address levels of flooding on Inverness, including options that address upstream flooding to Indian Creek. The alternatives are presented below with preliminary cost estimates.

	Description	Preliminary Cost Estimate
Alternative 1	Storm drain and inlet upsizing from Inverness Drive to the outfall in Trophy Club Country Club	\$1.2 million

Alternative 2	Storm drain and inlet upsizing from Hillcrest Court to the outfall in Trophy Club Country Club	\$1.8 million
Alternative 3	Storm drain and inlet upsizing from Indian Creek to the outfall inn Trophy Club Country Club	\$2.2 million

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town previously committed funding from the American Rescue Plan Act (ARPA) grant to assist local municipalities to address stormwater infrastructure. At that time, the Town committed \$1.5 million to address flooding concerns on Inverness and \$800,000 to address erosion concerns on Skyline. Early review of options at Skyline indicate that costs far exceed \$800,000 and that timing cannot be met to expend the dollars by the ARPA deadline of December 31, 2026. In all, a total of \$2.3 million was committed to address stormwater drainage and is available for the Inverness project. If more detailed cost estimates in the future exceed the amount of ARPA funds available for this project, the Town has approximately \$1.6 million in uncommitted funding in the Drainage Fund.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. TnP Authorization Inverness Study
2. Exhibits
3. Cost Breakdowns TRO22550 - COPC

ACTIONS/OPTIONS:

This agenda item is being presented for discussion and feedback purposes only. Staff is seeking Town Council direction on which alternative TnP should be engaged to develop construction drawings.



www.tnpinc.com

engineers
surveyors
landscape architects

TEXAS
FORT WORTH
DENTON
ALLEN
KATY

GEORGIA
BLAIRSVILLE

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club
Inverness Drainage Shed Study
Trophy Club, Texas

TNP PROJECT NUMBER: TRO _____

CLIENT: Town of Trophy Club
Attn: Wade Carroll

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

Town of Trophy Club (CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (CONSULTANT) to perform the following services:

Article I

SCOPE OF BASIC SERVICES:

Provide drainage study and recommended solution for the drainage area along and downstream of Inverness Drive in Trophy Club, Texas.

Article II

COMPENSATION to be on a basis of the following:

1. **BASIC SERVICES:** The CLIENT agrees to pay the CONSULTANT a fixed fee as shown below:

Topographic Survey and Data Collection: Five Thousand Dollars (\$5,000);

Existing Conditions Analysis: Eleven Thousand Dollars (\$11,000);

Proposed Solution Model: Sixteen Thousand Dollars (\$16,000);

Technical Report: Eight Thousand Dollars (\$8,000)

BASIC SERVICES as outlined and according to Attachment 'A'.

2. **REIMBURSABLE EXPENSES:** **REIMBURSABLE EXPENSES** will consist of printing, reproduction, CAD plotting costs, mileage, delivery charges, parking fees, submittal fees, and application fees. Standard reimbursable expenses are outlined in Attachment 'C'.
3. **ADDITIONAL SERVICES:** **ADDITIONAL SERVICES** shall be any service provided by the CONSULTANT which is not specifically included in **BASIC SERVICES** as defined. **ADDITIONAL SERVICES** shall include, but shall not be limited to:
 - a.) Subcontract charges not described in **BASIC SERVICES** or Attachment 'A';
 - b.) Platting; 58
 - c.) Environmental Assessments;
 - d.) Storm Water Pollution Prevention Plan (SWPPP)

- e.) Preparation of Encroachment or Access Agreement;
- f.) Franchise Utility Extensions or Relocations;
- g.) Offsite Public Utility Extensions (Water, Sanitary Sewer, and/or Storm Drainage);
- h.) Water or Sanitary Sewer Study/Modeling;
- i.) Storm Water Detention Design;
- j.) Screen Wall Design;
- k.) Traffic Impact Analysis (TIA), or other engineering studies;
- l.) SUE Services;
- m.) Abstract Services or Easement Research;
- n.) ALTA Survey;
- o.) Permitting;
- p.) LEED Certification Design;
- q.) Trips and meetings beyond a 50-mile radius of Fort Worth;

ADDITIONAL SERVICES shall be considered additional work and shall be reimbursed at standard TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

4. **PAYMENT TERMS:** CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: The proposed services shall begin upon authorization to proceed.

Article IV

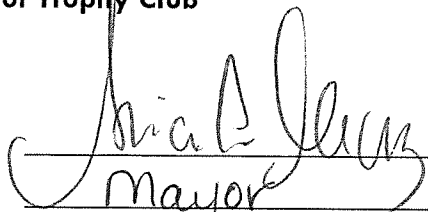
CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until an executed copy of this contract is received by CONSULTANT. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT for the services indicated.

Approved by CLIENT:

Town of Trophy Club

By:



Title:

Mayor

Date:

Nov. 8, 2022

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By:



Title:

Executive Vice President

Date:

October 28, 2022

ATTACHMENT 'A'

Teague Nall and Perkins, Inc., (TNP) shall render the following professional services (**BASIC SERVICES**) necessary for the development of the project.

SCOPE OF SERVICES:

A. FIELD SURVEY and COLLECTION DATA

1. Collect and review construction plans in the project area and GIS layers (if available) as provided by the Town.
2. Field Survey: LIDAR data and as-built plans will be the primary source of topography for the project. It is anticipated that some field verification of as-built conditions will be required and one day of field survey is included in this scope for purposes of verifying grades such as inlet flowlines and outfall elevations.
3. Conduct minimal topographic field survey to locate existing drainage structures and respective elevations.
4. Conduct one site visit, document site observations, and take photographs as necessary.

B. EXISTING CONDITIONS ANALYSIS

1. Prepare a drainage area map for the project area. The drainage area will be delineated based on available LIDAR topography, any available Town topography, construction plans, site observation, and minor field survey as described in A.2 and 3 above.
2. Perform hydrologic computations for the project area to develop surface runoff flows. These computations will be made in accordance with the Town's Design Criteria Manual using the SCS Method.
3. Develop an existing conditions combination 1D/2D (XPSWMM) hydraulic model for the project area. The drainage analysis shall include evaluation of the 5, 25, and 100-year storm events. The primary purpose of this model will be to identify the nature and severity of flood concerns and overland storage occurring within the study area.
4. Create existing conditions inundation mapping and videos of the project area for the 5, 25, and 100-year storm events.
5. Provide a copy of the existing conditions interim report and use feedback from the Town to ensure that proposed solution below meets Town's expectations.

C. PROPOSED SOLUTION MODEL

1. Prepare a proposed solution model to mitigate the drainage issues identified by the existing conditions analysis. The Engineer will evaluate the proposed improvements for the 5, 25, and 100-year storm event and prepare inundation mapping for each event. It is anticipated that prior to preparing a solution model, the recommended solution will be presented to staff. If more than one solution is requested by staff for an alternative beyond the recommended model, the above may result in the need for a contract amendment.⁶⁰
2. Perform a downstream assessment to determine potential downstream impacts.

3. Prepare conceptual opinions of probable cost.
4. Meet with the Town to present the findings and gather feedback. This meeting will be used to confirm staff preferences and prepare the final report.

D. TECHNICAL REPORTING

1. An interim report will be prepared to present the findings of the existing conditions analysis. This report will be provided as described in Section B.5 above. Town feedback on the interim report will be addressed with the final report.
2. A final report will be prepared that will include the interim report information and the results of the analysis of the improvement alternatives. It will also include the conceptual opinion of cost. A draft final report will be provided prior to the meeting described in Section C.4 above. Comments provided by Town staff will be addressed and a final report will be submitted after the meeting.

ATTACHMENT 'B' PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENT's Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals, lodging, laboratory tests, computer services, telephone, printing and binding charges times a multiplier of 1.10. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, an additional amount of 10% (actual cost times a multiplier of 1.10) shall be added to the cost of these services for TNP, Inc.'s administrative costs.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over construction costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants retained also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety. Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

18. DRAINAGE CLAUSE

The parties to this Agreement recognize that the development of real property has the potential to increase water runoff on downstream properties, and that such increase in runoff increases the possibility of water damage to downstream properties. The CLIENT agrees to indemnify and hold the ENGINEER harmless from any and all claims and damages arising, directly or indirectly, from water or drainage damage to downstream properties resulting from the development and construction of the Project. CLIENT shall not be required to reimburse ENGINEER for any claims or expenses arising out of the Project if it is determined by a court of competent jurisdiction that ENGINEER was negligent in the performance of its duties and obligations, and that ENGINEER's negligence was the direct cause of damage to a property downstream of the Project.

19. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor

ATTACHMENT 'C'

Teague Nall and Perkins, Inc.

2022 Standard Hourly Rates

Effective January 1, 2022 to December 31, 2022

Engineering/Landscape Architecture/ROW	Hourly Billing Rate
Principal or Director	270.00
Team Leader	260.00
Senior Project Manager	250.00
Project Manager	200.00
Senior Engineer	260.00
Project Engineer	170.00
Engineer III/IV	140.00
Engineer I/II	130.00
Senior Landscape Architect/Planner	200.00
Landscape Architect / Planner	180.00
Landscape Designer	125.00
Senior Designer	165.00
Designer	150.00
Senior CAD Technician	135.00
CAD Technician	120.00
IT Technician	180.00
Clerical	85.00
ROW Manager	220.00
Senior ROW Agent	175.00
ROW Agent	135.00
Relocation Agent	170.00
ROW Admin	90.00
Intern	80.00
Surveying	Hourly Billing Rate
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00
Survey Manager	245.00
Registered Professional Land Surveyor (RPLS)	210.00
Field Coordinator	145.00
S.I.T. or Senior Survey Technician	145.00
Survey Technician	120.00
1-Person Field Crew w/Equipment**	155.00
2-Person Field Crew w/Equipment**	185.00
3-Person Field Crew w/Equipment**	210.00
4-Person Field Crew w/Equipment**	230.00

ATTACHMENT 'C'
Teague Nall and Perkins, Inc.
2022 Standard Hourly Rates
Effective January 1, 2022 to December 31, 2022

Surveying	Hourly Billing Rate
Flagger	55.00
Abstractor (Property Deed Research)	95.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	420.00
Terrestrial Scanning Equipment & Crew	265.00
Utility Management, Utility Coordination, and SUE	Hourly Billing Rate
Senior Utility Coordinator	175.00
Utility Coordinator	160.00
Sr. Utility Location Specialist	165.00
Utility Location Specialist	100.00
1-Person Designator Crew w/Equipment***	155.00
2-Person Designator Crew w/Equipment***	180.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	300.00 (4 hr. min.)
Core Drill (equipment only)	790.00 per day
SUE QL-A Test Hole (0 < 8 ft)****	2,200.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****	2,700.00 each
Construction Management, Construction Engineering and Inspection (CEI)	Hourly Billing Rate
Construction Inspector I/II	110.00
Construction Inspector III	120.00
Senior Construction Inspector	140.00
Construction Superintendent	185.00
Senior Project Manager	250.00
Construction Manager	200.00
Senior Construction Manager	250.00
Construction Records Keeper	120.00

Direct Cost Reimbursables

A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.

Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by TNP to other entities shall be invoiced at 1.10 times actual cost.

Notes:

All subcontracted and outsourced services shall be billed at rates comparable to TNP's billing rates above or cost times a multiplier of 1.10.

* Rates shown are for 2022 and are subject to change in subsequent years.

** Survey equipment may include truck, ATV, Robotic Total Station, GPS Units and Digital Level.

*** Includes crew labor, vehicle costs, and field supplies.



Legend

- Project Location
- Parcels

TOWN OF
TROPHY CLUB

N
0 300 600
1 inch = 600 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 1

LOCATION MAP

June 2023

TNP# TRO22550

Date Saved: 6/25/2023

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Legend

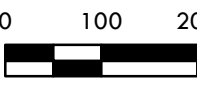
- Inlet
- Stormdrain
- Parcels



TOWN OF
TROPHY CLUB



N



0 100 200

1 inch = 200 feet

Trophy Club, Texas

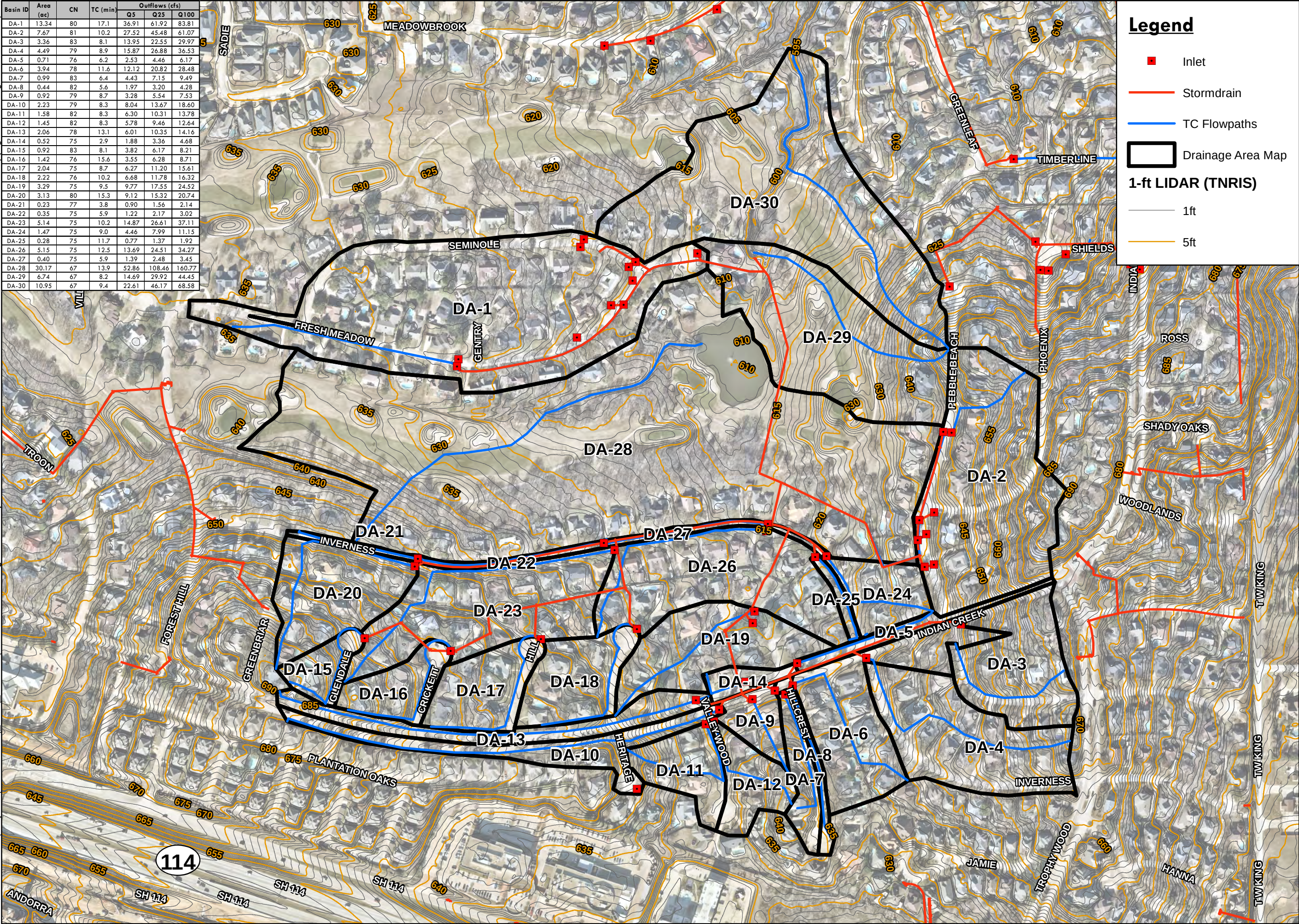
INVERNESS DRAINAGE STUDY

EXHIBIT 2

STORMDRAIN LAYOUT

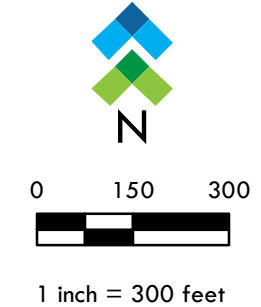
June 2023

Basin ID	Area (ac)	CN	TC (min)	Outflows (cfs)		
				Q5	Q25	Q100
DA-1	13.34	80	17.1	36.91	61.92	83.81
DA-2	7.67	81	10.2	27.52	45.48	61.07
DA-3	3.36	83	8.1	13.95	22.55	29.97
DA-4	4.49	79	8.9	15.87	26.88	36.53
DA-5	0.71	76	6.2	2.53	4.46	6.17
DA-6	3.94	78	11.6	12.12	20.82	28.48
DA-7	0.99	83	6.4	4.43	7.15	9.49
DA-8	0.44	82	5.6	1.97	3.20	4.28
DA-9	0.92	79	8.7	3.28	5.54	7.53
DA-10	2.23	79	8.3	8.04	13.67	18.60
DA-11	1.58	82	8.3	6.30	10.31	13.78
DA-12	1.45	82	8.3	5.78	9.46	12.64
DA-13	2.06	78	13.1	6.01	10.35	14.16
DA-14	0.52	75	2.9	1.88	3.36	4.68
DA-15	0.92	83	8.1	3.82	6.17	8.21
DA-16	1.42	76	15.6	3.55	6.28	8.71
DA-17	2.04	75	8.7	6.27	11.20	15.61
DA-18	2.22	76	10.2	6.68	11.78	16.32
DA-19	3.29	75	9.5	9.77	17.55	24.52
DA-20	3.13	80	15.3	9.12	15.32	20.74
DA-21	0.23	77	3.8	0.90	1.56	2.14
DA-22	0.35	75	5.9	1.22	2.17	3.02
DA-23	5.14	75	10.2	14.87	26.61	37.11
DA-24	1.47	75	9.0	4.46	7.99	11.15
DA-25	0.28	75	11.7	0.77	1.37	1.92
DA-26	5.15	75	12.5	13.69	24.51	34.27
DA-27	0.40	75	5.9	1.39	2.48	3.45
DA-28	30.17	67	13.9	52.86	108.46	160.77
DA-29	6.74	67	8.2	14.69	29.92	44.45
DA-30	10.95	67	9.4	22.61	46.17	68.58



Legend

- Inlet
- Stormdrain
- TC Flowpaths
- Drainage Area Map
- 1-ft LIDAR (TNRIS)
 - 1ft
 - 5ft



Trophy Club, Texas

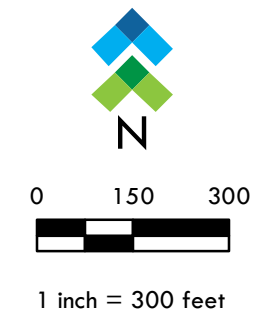
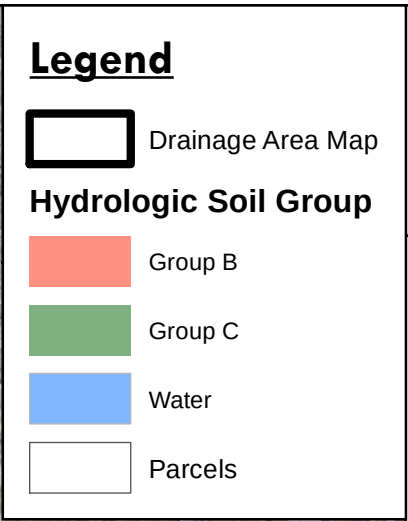
INVERNESS DRAINAGE STUDY

EXHIBIT 3

DRAINAGE AREA MAP

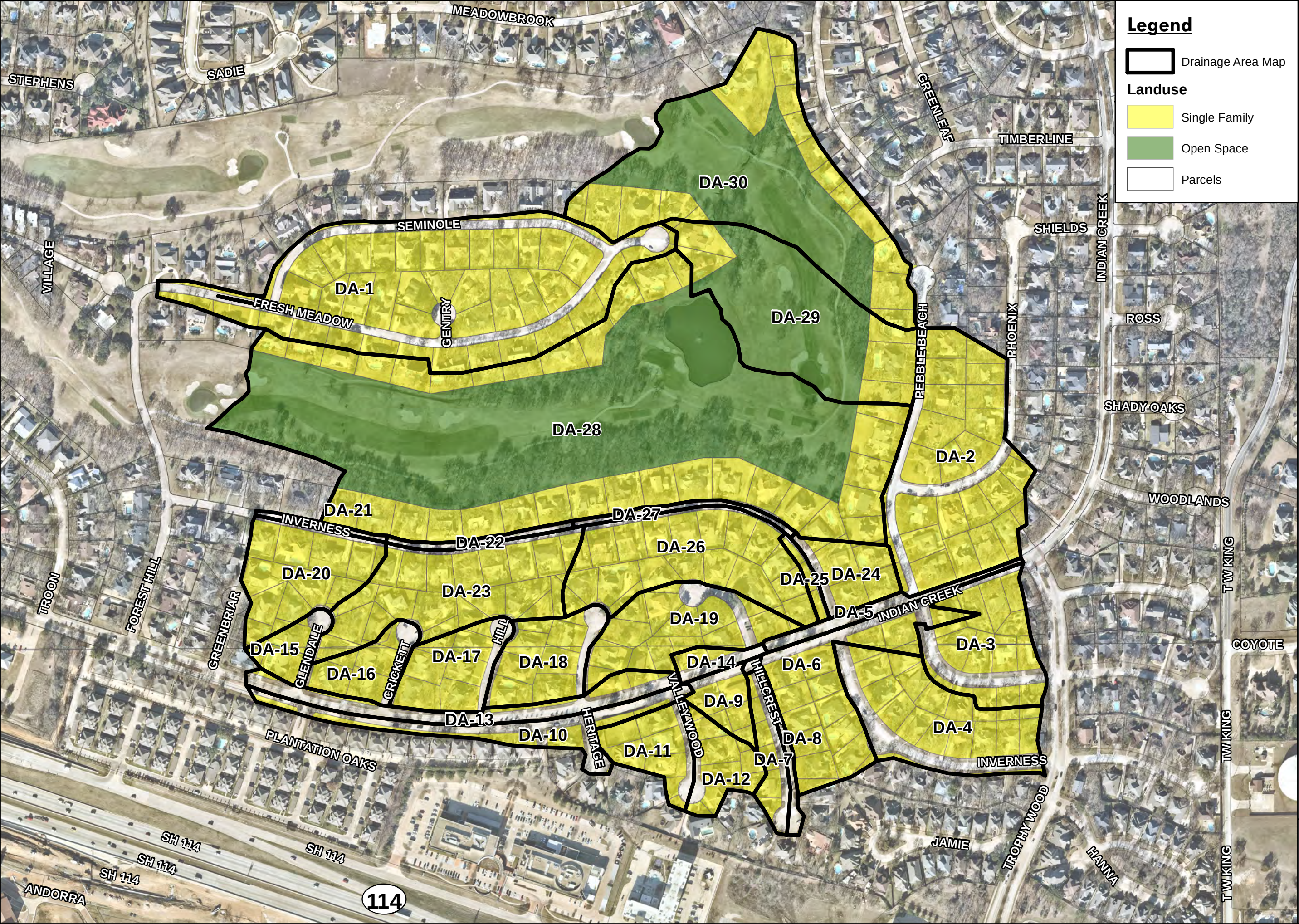
June 2023





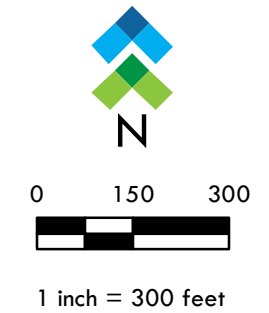
TNP# TRO22550
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Document Path: T:\Projects\TRO22550\GIS\Exhibits\Exhibit 5 - Landuse Map.mxd
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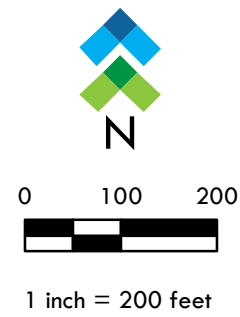
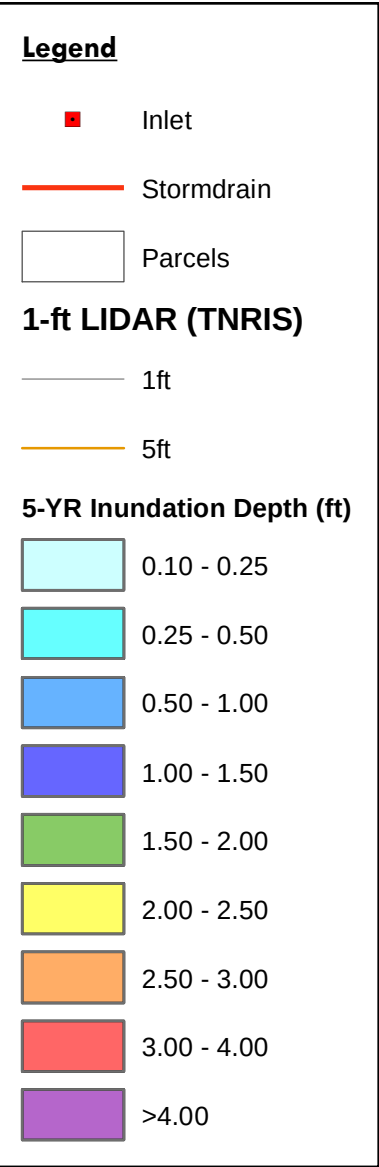


Legend

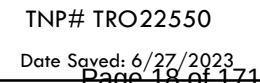
- Drainage Area Map
- Landuse**
 - Single Family
 - Open Space
 - Parcels

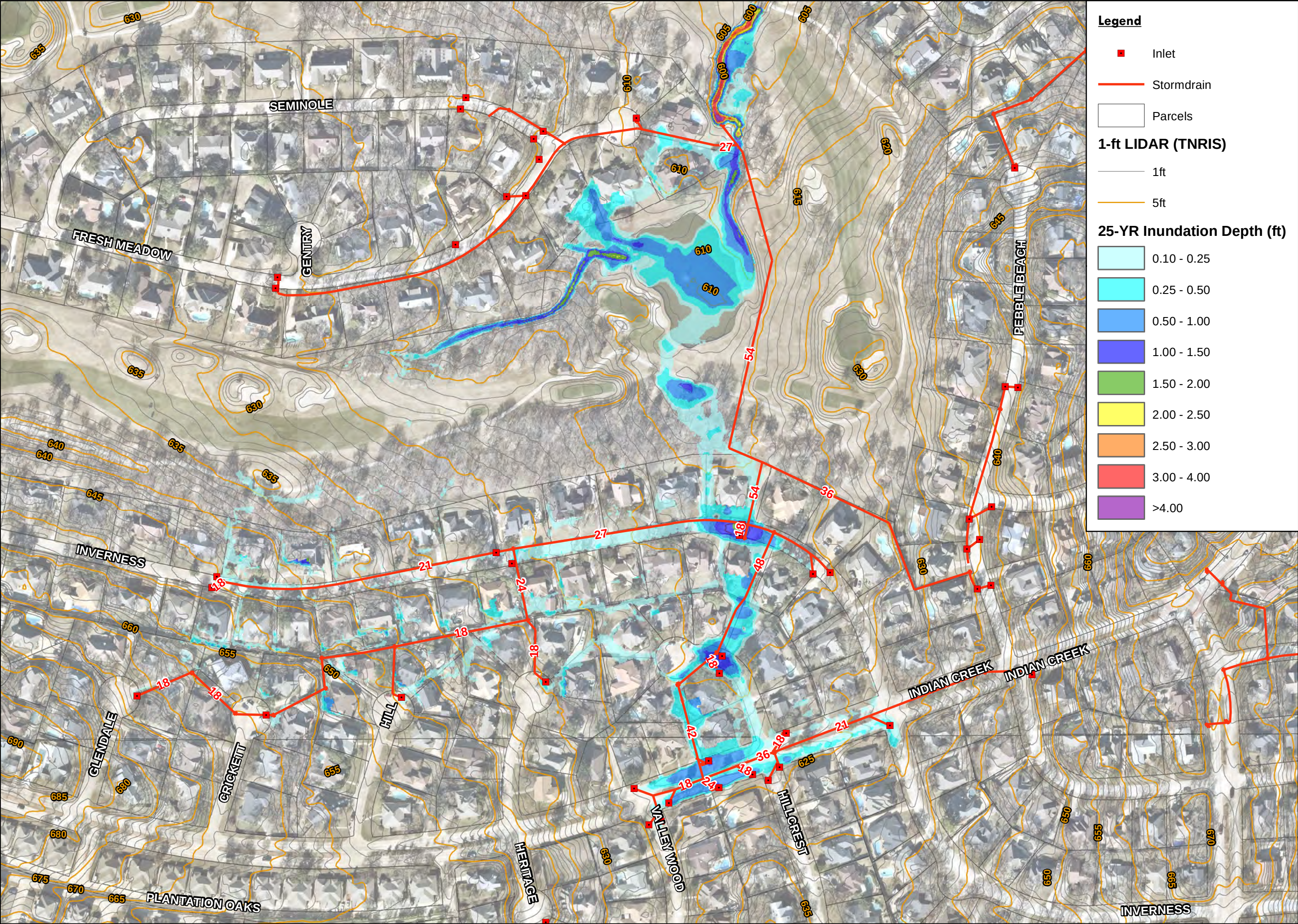


Trophy Club, Texas
INVERNESS DRAINAGE STUDY
EXHIBIT 5
LANDUSE MAP
June 2023



Trophy Club, Texas
INNERNESS DRAINAGE STUDY
EXHIBIT 6
5-YR INUNDATION MAP
June 2023





Legend

- Inlet
- Stormdrain
- Parcels

1-ft LIDAR (TNRIS)

- 1ft
- 5ft

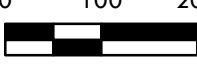
25-YR Inundation Depth (ft)

[Light Blue]	0.10 - 0.25
[Cyan]	0.25 - 0.50
[Blue]	0.50 - 1.00
[Dark Blue]	1.00 - 1.50
[Green]	1.50 - 2.00
[Yellow]	2.00 - 2.50
[Orange]	2.50 - 3.00
[Red]	3.00 - 4.00
[Purple]	>4.00


TOWN OF
TROPHY CLUB


N

0 100 200


1 inch = 200 feet

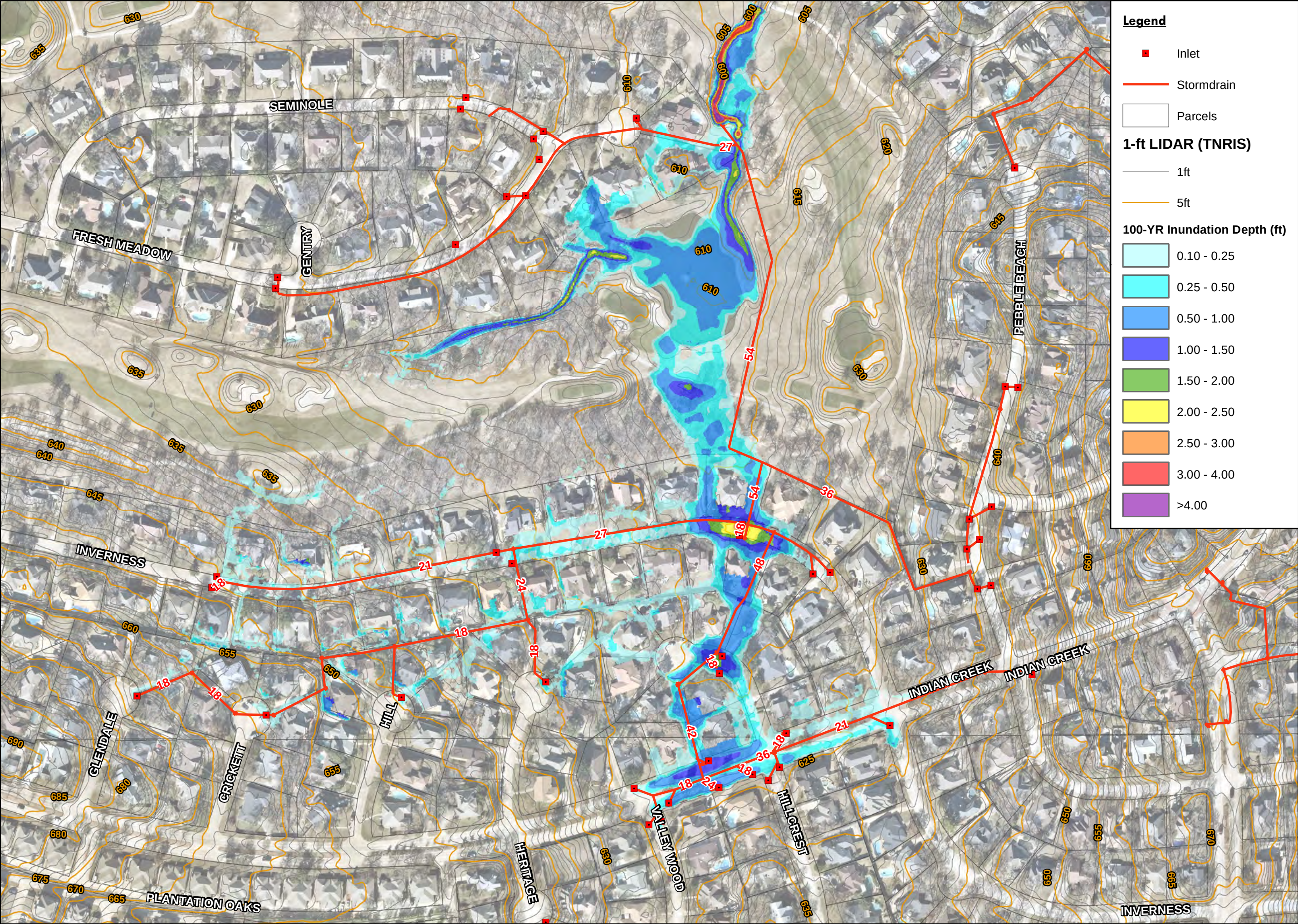
Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 7

25-YR INUNDATION MAP

June 2023

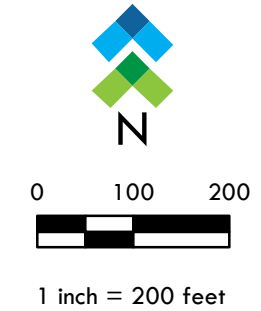


Legend

- Inlet
- Stormdrain
- Parcels
- 1-ft LIDAR (TNRIS)**
- 1ft
- 5ft

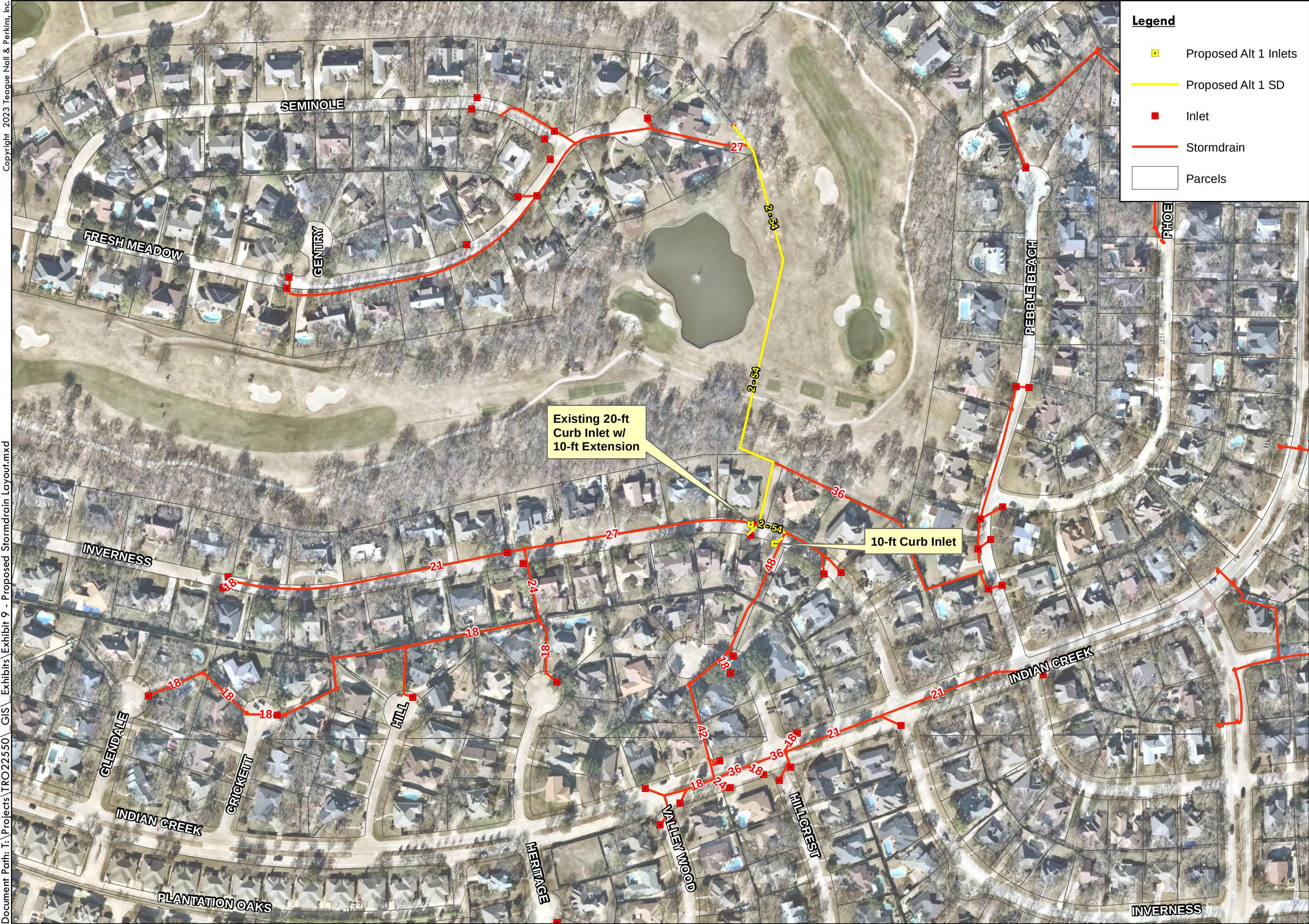
100-YR Inundation Depth (ft)

- 0.10 - 0.25
- 0.25 - 0.50
- 0.50 - 1.00
- 1.00 - 1.50
- 1.50 - 2.00
- 2.00 - 2.50
- 2.50 - 3.00
- 3.00 - 4.00
- >4.00



Trophy Club, Texas
INVERNESS DRAINAGE STUDY
EXHIBIT 8
100-YR INUNDATION MAP
June 2023





Legend

- Proposed Alt 1 Inlets
- Proposed Alt 1 SD
- Inlet
- Stormdrain
- Parcels


TOWN OF
TROPHY CLUB


N

0 100 200



1 inch = 200 feet

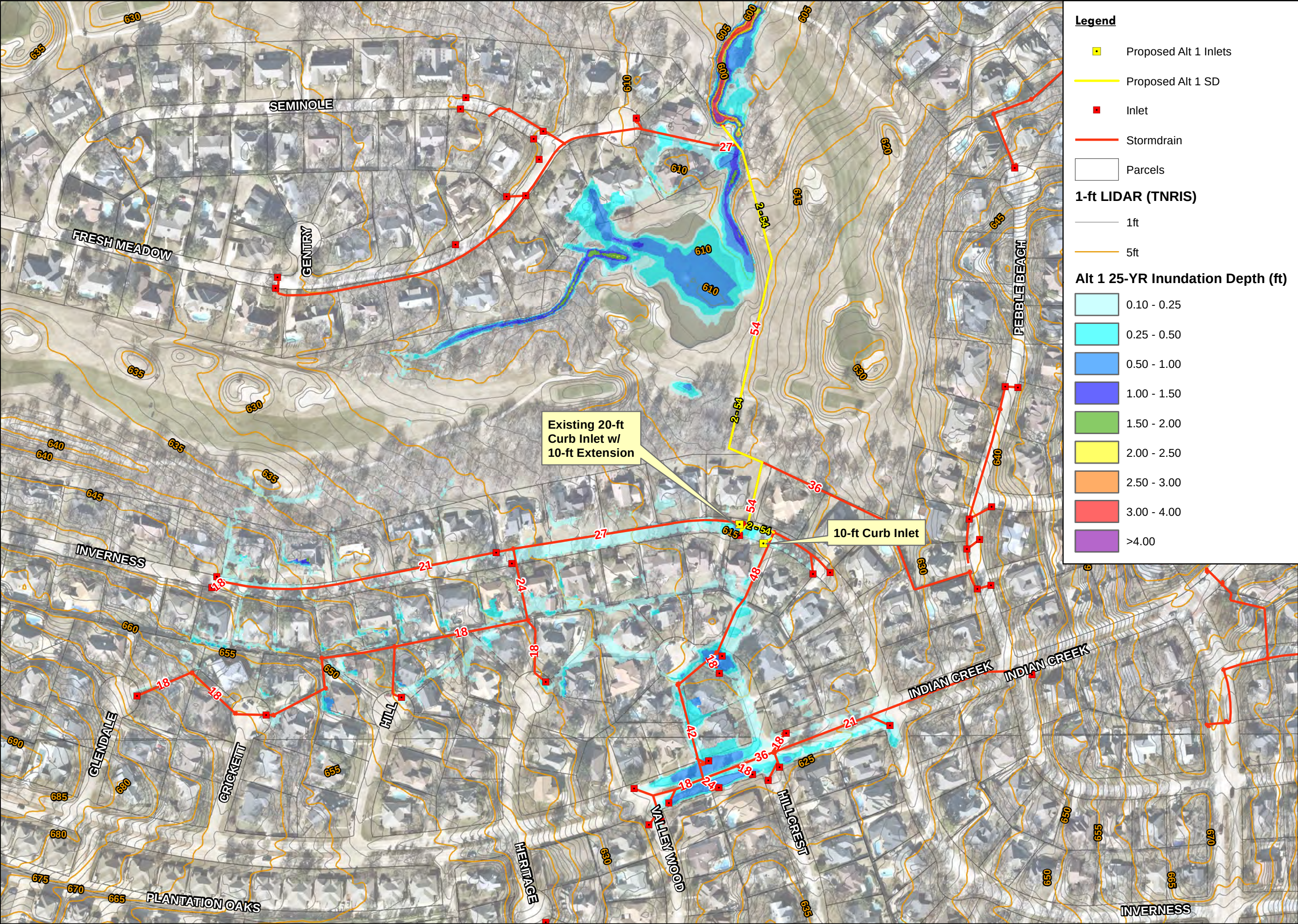
Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 9

ALTERNATIVE 1 STORMDRAIN LAYOUT

June 2023



Legend

- Proposed Alt 1 Inlets
- Proposed Alt 1 SD
- Inlet
- Stormdrain
- Parcels

1-ft LIDAR (TNRIS)

- 1ft
- 5ft

Alt 1 25-YR Inundation Depth (ft)

0.10 - 0.25
0.25 - 0.50
0.50 - 1.00
1.00 - 1.50
1.50 - 2.00
2.00 - 2.50
2.50 - 3.00
3.00 - 4.00
>4.00

TOWN OF
TROPHY CLUB

0 100 200
1 inch = 200 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 10

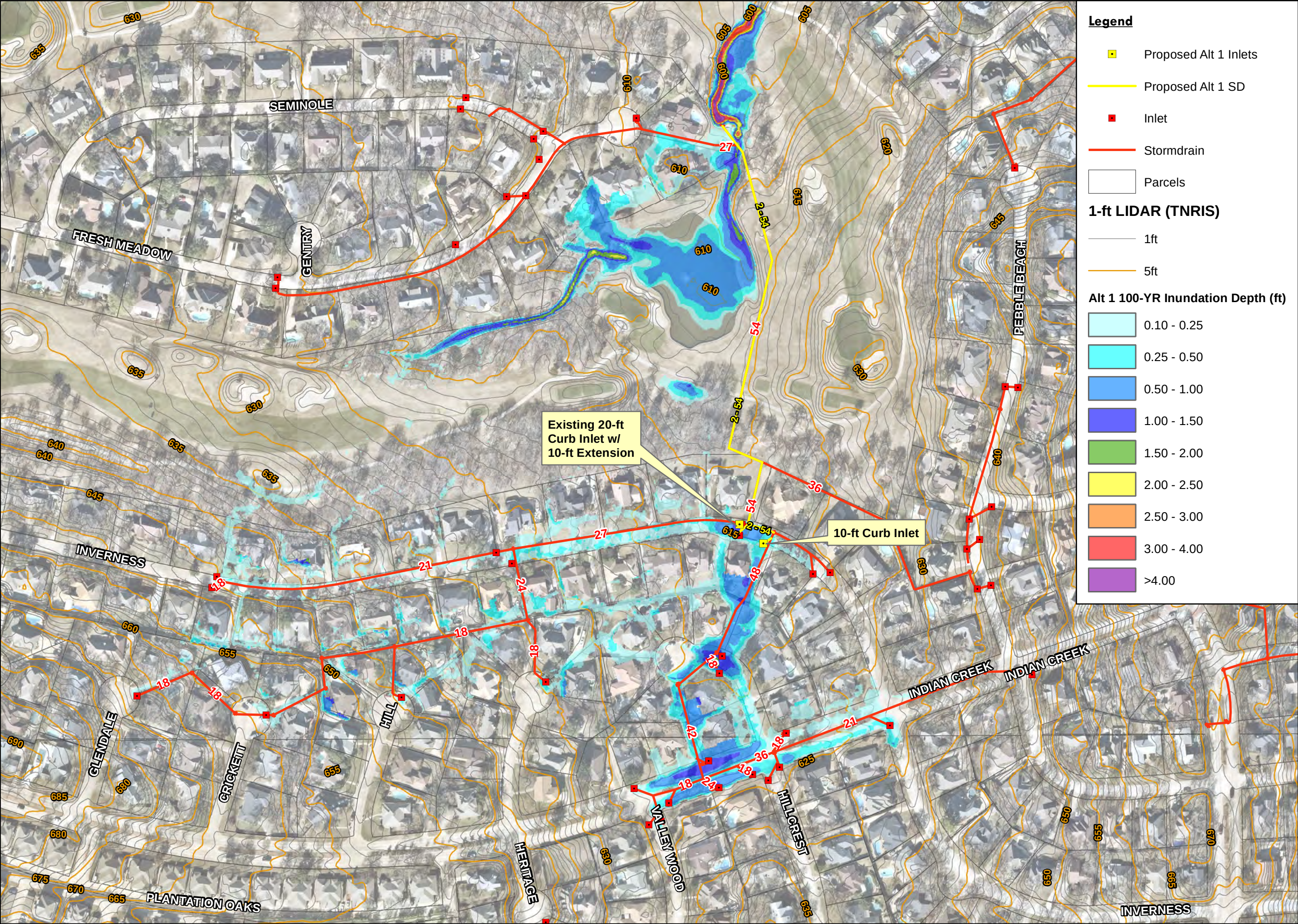
ALTERNATIVE 1 25-YR INUNDATION MAP

June 2023

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Legend

- Proposed Alt 1 Inlets
- Proposed Alt 1 SD
- Inlet
- Stormdrain
- Parcels
- 1-ft LIDAR (TNRIS)
 - 1ft
 - 5ft

Alt 1 100-YR Inundation Depth (ft)

- 0.10 - 0.25
- 0.25 - 0.50
- 0.50 - 1.00
- 1.00 - 1.50
- 1.50 - 2.00
- 2.00 - 2.50
- 2.50 - 3.00
- 3.00 - 4.00
- >4.00



TOWN OF
TROPHY CLUB



N

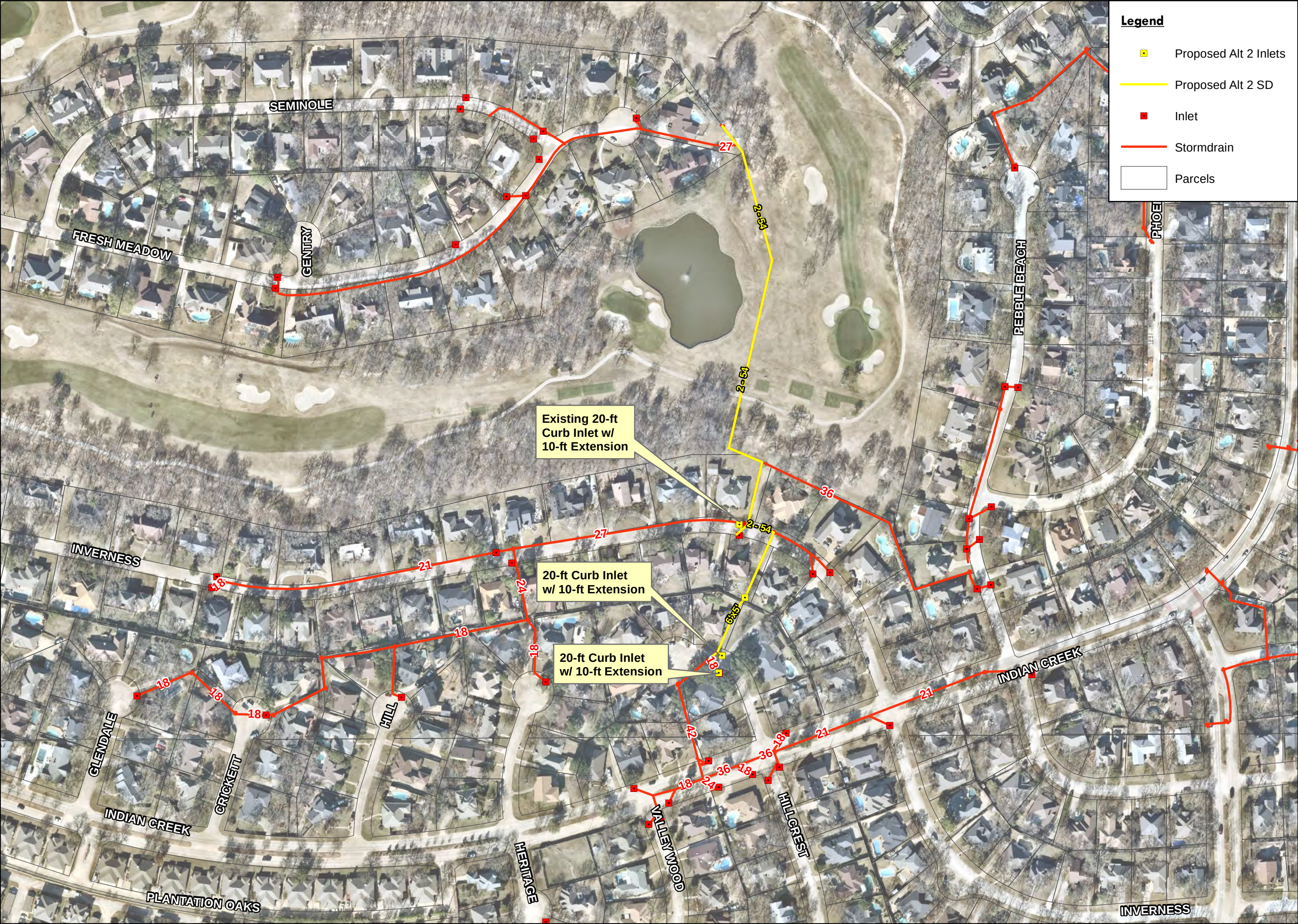


0 100 200

1 inch = 200 feet

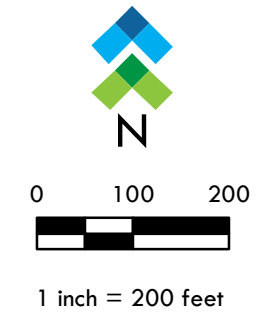
Trophy Club, Texas
INVERNESS DRAINAGE STUDY
EXHIBIT 11
ALTERNATIVE 1: 100-YR INUNDATION MAP
June 2023





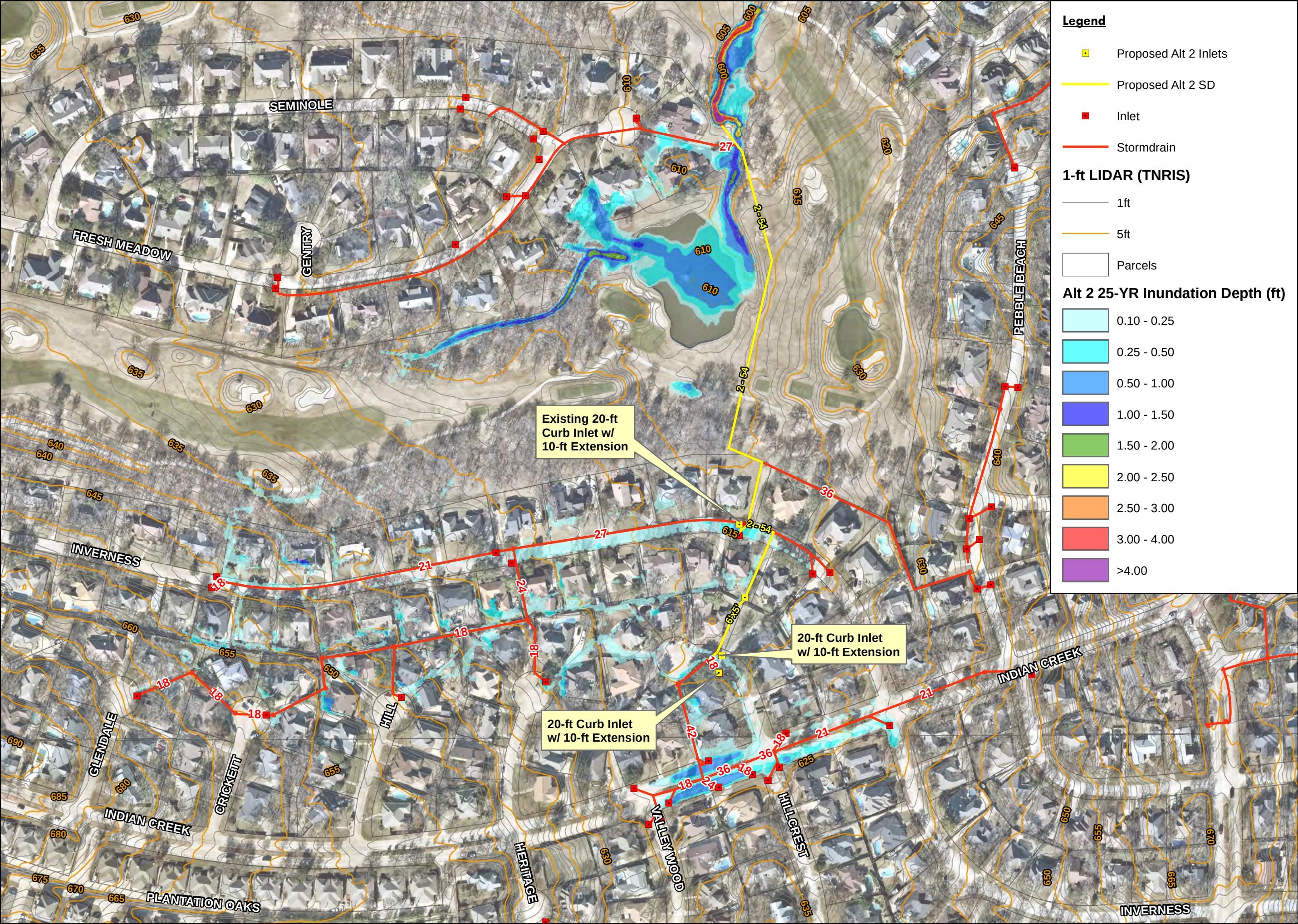
Legend

- Proposed Alt 2 Inlets
- Proposed Alt 2 SD
- Inlet
- Stormdrain
- Parcels



Trophy Club, Texas
INVERNESS DRAINAGE STUDY
EXHIBIT 12
ALTERNATIVE 2 STORMDRAIN LAYOUT
June 2023





Legend

- Proposed Alt 2 Inlets
- Proposed Alt 2 SD
- Inlet
- Stormdrain

1-ft LIDAR (TNRIS)

- 1ft
- 5ft
- Parcels

Alt 2 25-YR Inundation Depth (ft)

0.10 - 0.25
0.25 - 0.50
0.50 - 1.00
1.00 - 1.50
1.50 - 2.00
2.00 - 2.50
2.50 - 3.00
3.00 - 4.00
>4.00

TOWN OF
TROPHY CLUB

0 100 200
1 inch = 200 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 13

ALTERNATIVE 2 25-YR INUNDATION MAP

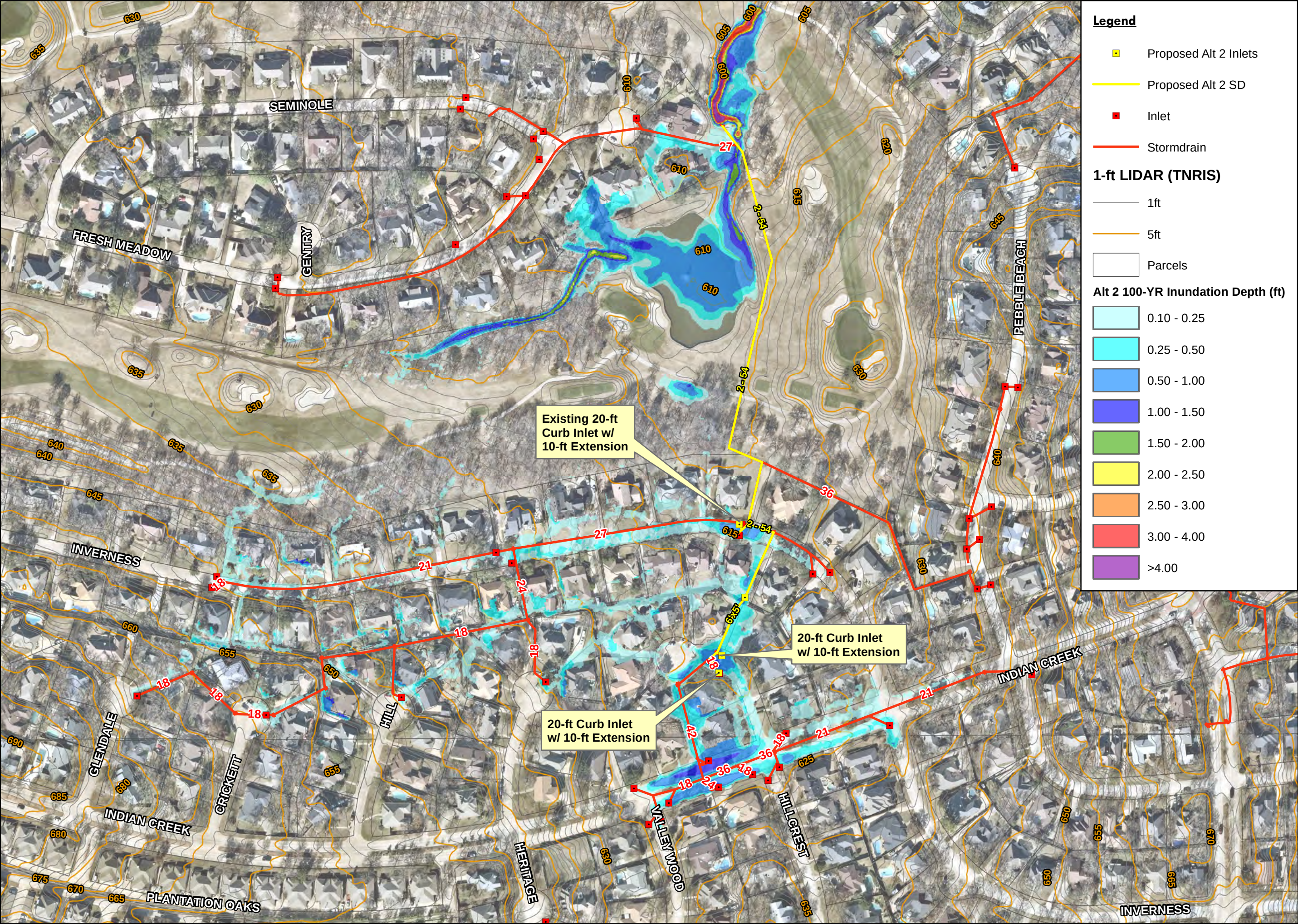
June 2023

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Legend

- Proposed Alt 2 Inlets
- Proposed Alt 2 SD
- Inlet
- Stormdrain

1-ft LIDAR (TNRIS)

- 1ft
- 5ft

Parcels

Alt 2 100-YR Inundation Depth (ft)

0.10 - 0.25
0.25 - 0.50
0.50 - 1.00
1.00 - 1.50
1.50 - 2.00
2.00 - 2.50
2.50 - 3.00
3.00 - 4.00
>4.00

TOWN OF
TROPHY CLUB

N

0 100 200

1 inch = 200 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 14

ALTERNATIVE 2 100-YR INUNDATION MAP

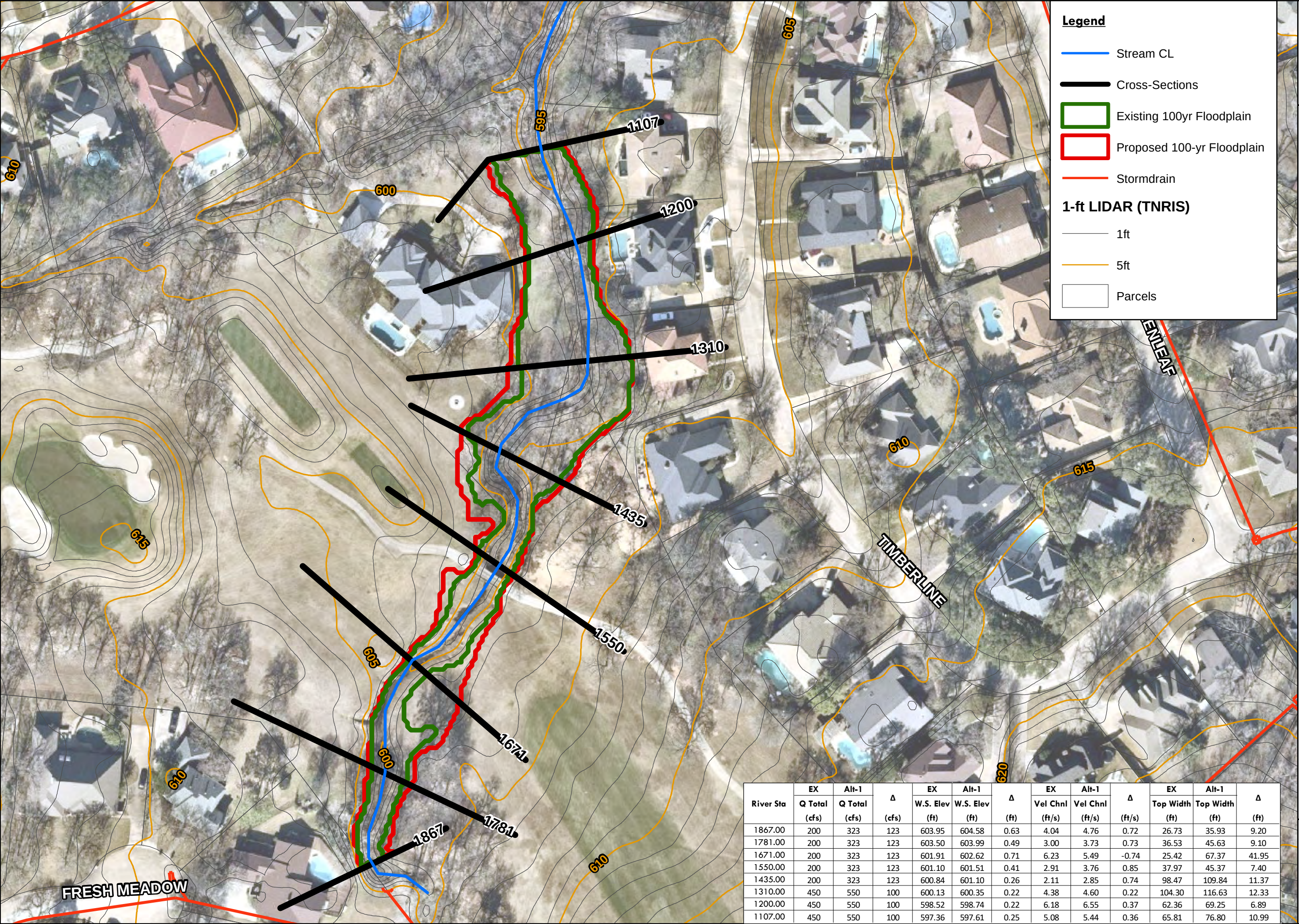
June 2023

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Legend

Stream CL

Cross-Sections

Existing 100yr Floodplain

Proposed 100-yr Floodplain

Stormdrain

1-ft LIDAR (TNRIS)

1ft

5ft

Parcels



TOWN OF
TROPHY CLUB



N



0 50 100

1 inch = 80 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 15

HYDRAULIC WORKMAP

June 2023

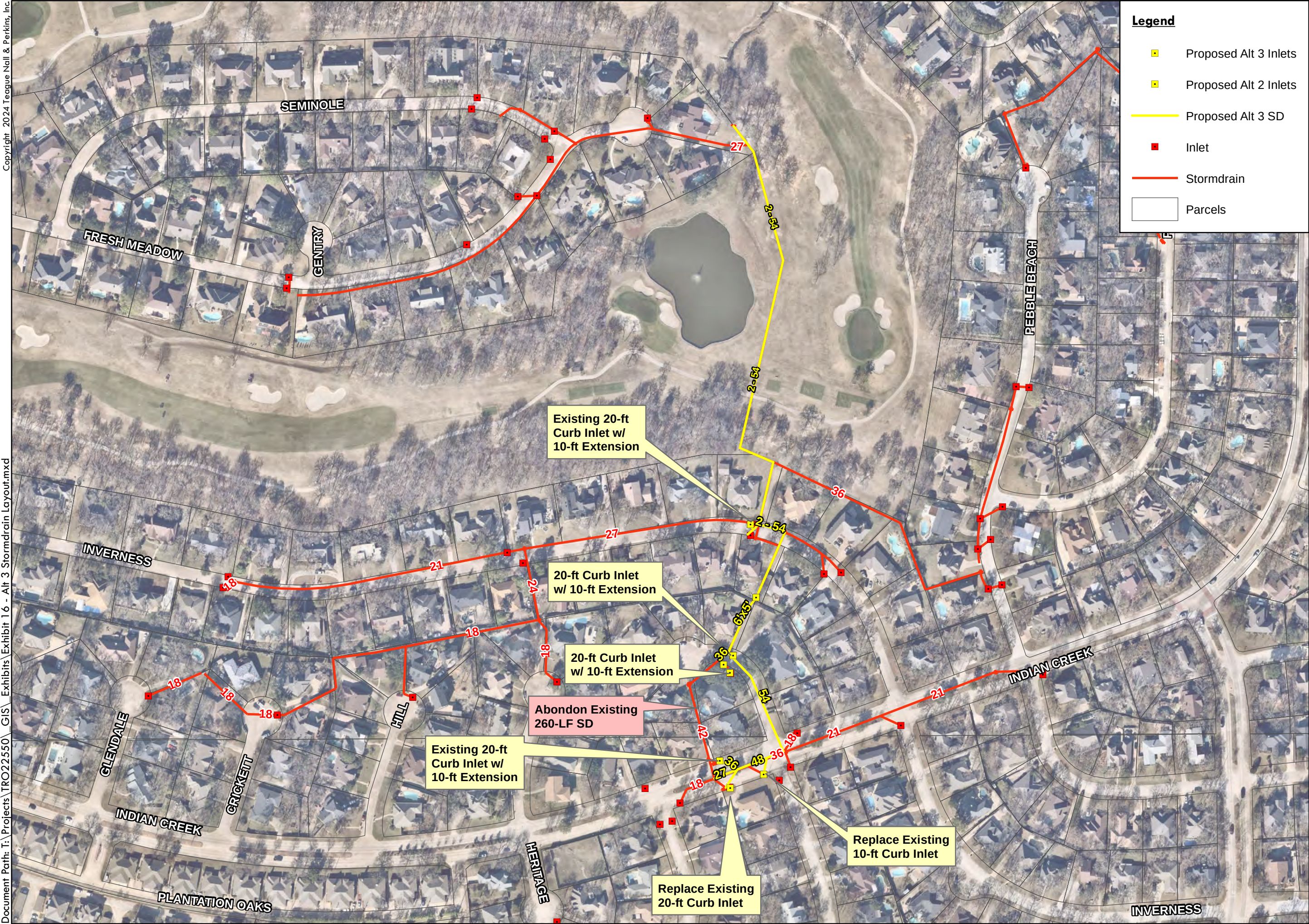


TNP# TRO22550

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River Sta	EX	Alt-1	Δ	EX	Alt-1	Δ	EX	Alt-1	Δ	EX	Alt-1	Δ
	Q Total (cfs)	Q Total (cfs)		W.S. Elev (ft)	W.S. Elev (ft)		Vel Chnl (ft/s)	Vel Chnl (ft/s)		Top Width (ft)	Top Width (ft)	
1867.00	200	323	123	603.95	604.58	0.63	4.04	4.76	0.72	26.73	35.93	9.20
1781.00	200	323	123	603.50	603.99	0.49	3.00	3.73	0.73	36.53	45.63	9.10
1671.00	200	323	123	601.91	602.62	0.71	6.23	5.49	-0.74	25.42	67.37	41.95
1550.00	200	323	123	601.10	601.51	0.41	2.91	3.76	0.85	37.97	45.37	7.40
1435.00	200	323	123	600.84	601.10	0.26	2.11	2.85	0.74	98.47	109.84	11.37
1310.00	450	550	100	600.13	600.35	0.22	4.38	4.60	0.22	104.30	116.63	12.33
1200.00	450	550	100	598.52	598.74	0.22	6.18	6.55	0.37	62.36	69.25	6.89
1107.00	450	550	100	597.36	597.61	0.25	5.08	5.44	0.36	65.81	76.80	10.99



Legend

- Proposed Alt 3 Inlets
- Proposed Alt 2 Inlets
- Proposed Alt 3 SD
- Inlet
- Stormdrain
- Parcels

TOWN OF TROPHY CLUB

N

0 100 200

1 inch = 200 feet

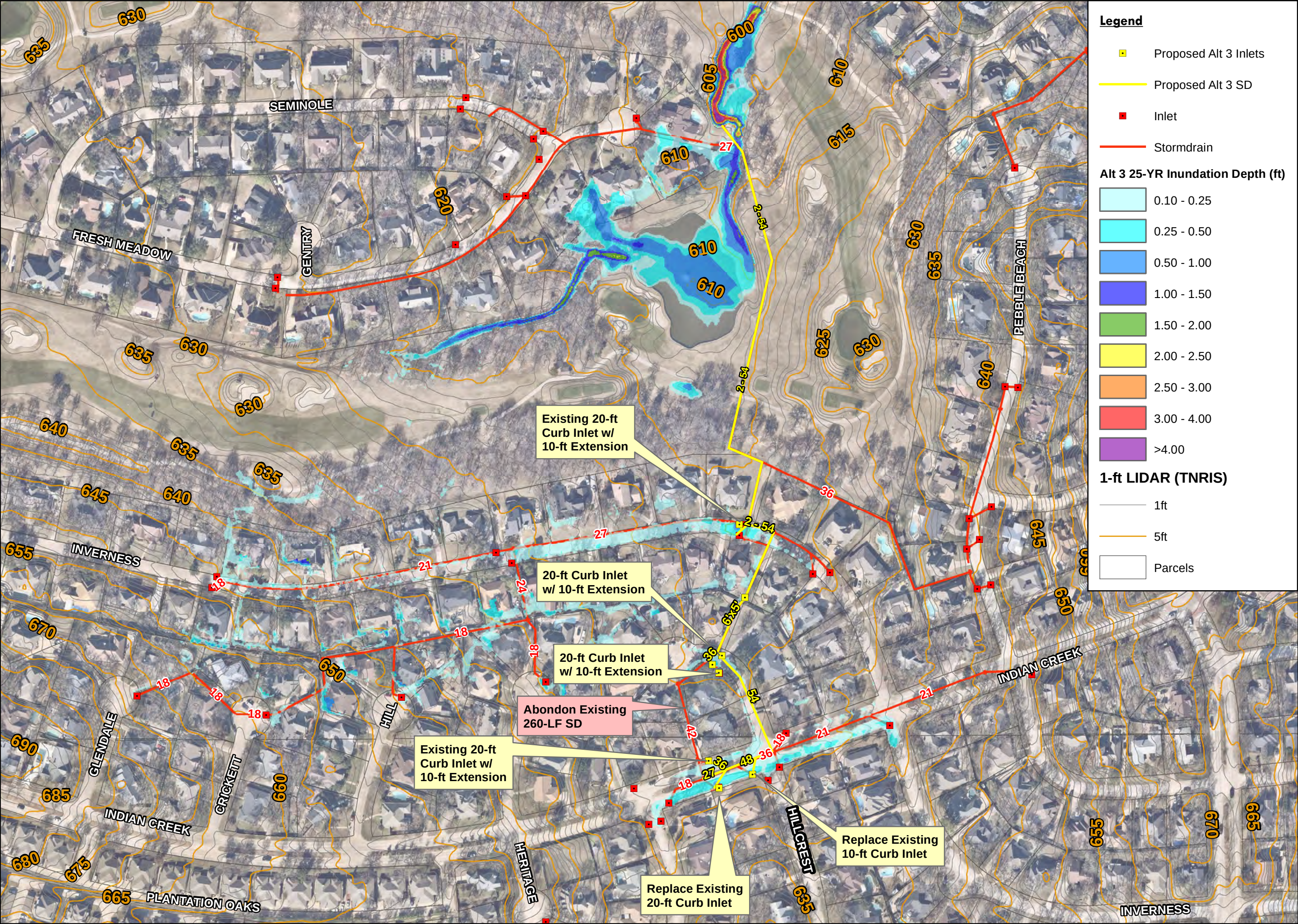
Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 16

ALTERNATIVE 3 STORMDRAIN LAYOUT

March 2024



Legend

- Proposed Alt 3 Inlets
- Proposed Alt 3 SD
- Inlet
- Stormdrain

Alt 3 25-YR Inundation Depth (ft)

0.10 - 0.25
0.25 - 0.50
0.50 - 1.00
1.00 - 1.50
1.50 - 2.00
2.00 - 2.50
2.50 - 3.00
3.00 - 4.00
>4.00

1-ft LIDAR (TNRIS)

- 1ft
- 5ft
- Parcels

TOWN OF
TROPHY CLUB

0 100 200
1 inch = 200 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 17

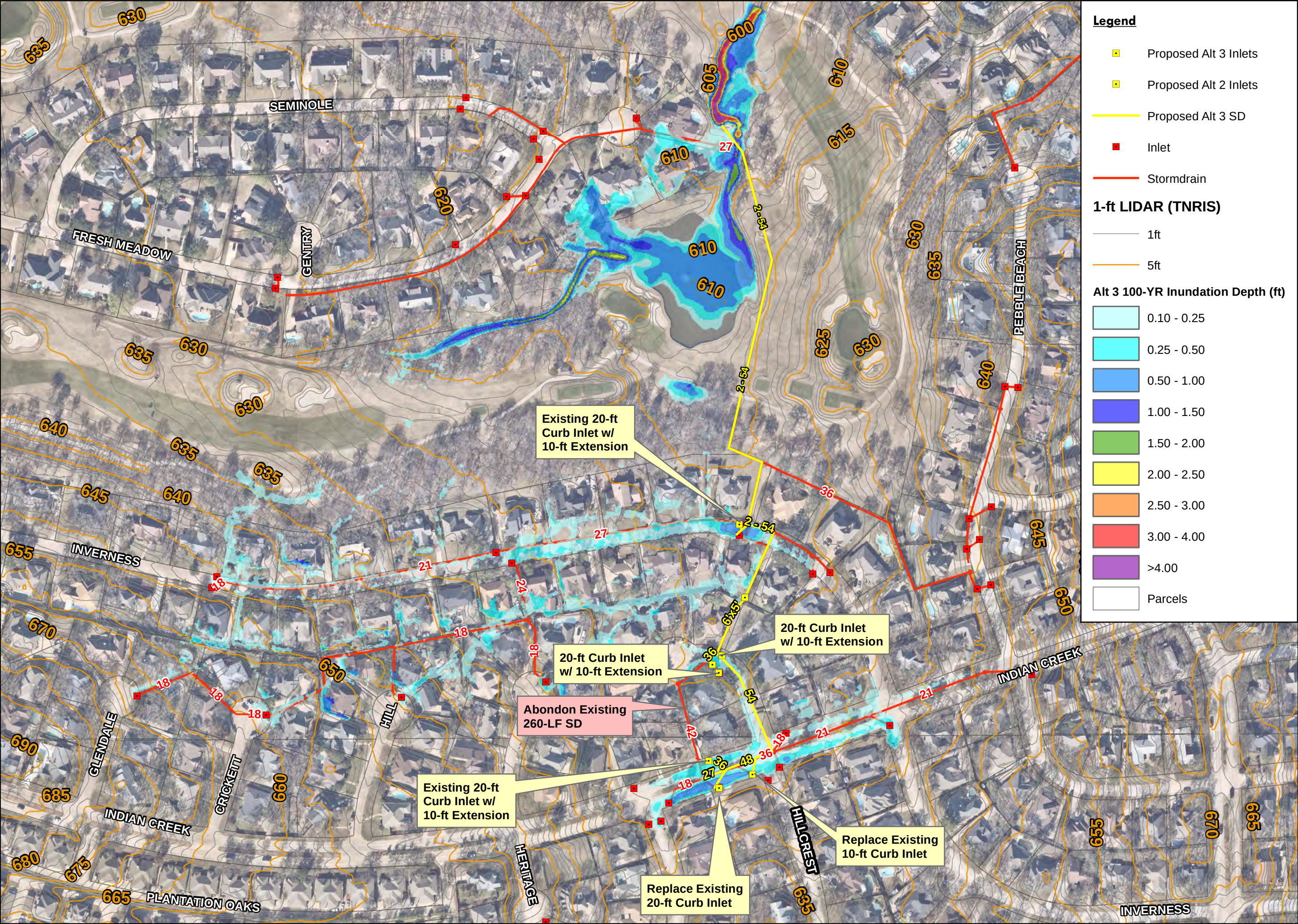
ALTERNATIVE 3 25-YR INUNDATION MAP

March 2024

TNP# TRO22550

Date Saved: 4/17/2024

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Legend

- Proposed Alt 3 Inlets
- Proposed Alt 2 Inlets
- Proposed Alt 3 SD
- Inlet
- Stormdrain

1-ft LIDAR (TNRIS)

- 1ft
- 5ft

Alt 3 100-YR Inundation Depth (ft)

0.10 - 0.25
0.25 - 0.50
0.50 - 1.00
1.00 - 1.50
1.50 - 2.00
2.00 - 2.50
2.50 - 3.00
3.00 - 4.00
>4.00
Parcels

TOWN OF
TROPHY CLUB

N

0 100 200

1 inch = 200 feet

Trophy Club, Texas

INVERNESS DRAINAGE STUDY

EXHIBIT 18

ALTERNATIVE 3 100-YR INUNDATION MAP

March 2024

TNP# TRO22550

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DATE: 6/26/2023

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Conceptual Opinion of Probable Cost Alternative #2 Storm Drain Improvements

PROJECT: Inverness Drainage Study
CLIENT: Town of Trophy Club
TNP JOB # TRO22250

DATE: 6/26/2023

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	Mobilization, Bonds, & Insurance (~6%)	1	LS	\$67,447.50	\$67,448
2	Site Preparation	15	STA	\$10,000.00	\$150,000
3	Remove Existing RCP	500	LF	\$40.00	\$20,000
4	Remove Existing Curb Inlets	2	EA	\$1,800.00	\$3,600
5	Remove Existing Manhole	6	EA	\$2,000.00	\$12,000
6	24" RCP	42	LF	\$200.00	\$8,400
7	36" RCP	30	LF	\$280.00	\$8,400
8	48" RCP	50	LF	\$350.00	\$17,500
9	54" RCP	1,050	LF	\$400.00	\$420,000
10	6'x5' RCB	300	LF	\$675.00	\$202,500
11	Replace Headwall	1	EA	\$15,000.00	\$15,000
12	10' Standard Curb Inlet Extension	1	EA	\$7,000.00	\$7,000
13	20' Standard Curb Inlet w/ 10' Extension	2	EA	\$19,000.00	\$38,000
14	Junction Box - 10'x5'	4	EA	\$20,000.00	\$80,000
15	Junction Box - 8'x7'	1	EA	\$15,000.00	\$15,000
16	Replace 5'x5' Drop Inlet	1	EA	\$10,000.00	\$10,000
17	Concrete Pavement Repair	475	SY	\$120.00	\$57,000
18	Concrete Curb and Gutter	250	LF	\$65.00	\$16,250
19	Landscape Restoration	1,255	SY	\$20.00	\$25,100
20	Trench Safety	1,350	LF	\$2.50	\$3,375
21	Traffic Control	1	LS	\$15,000.00	\$15,000

1. Estimates do not reflect costs of easement or ROW acquisition, material testing, permitting/mitigation fees, utility conflict relocations, or construction phase services.

2. Unit costs based on similar, recently bid projects and publically available pricing data. These costs are subject to change based on project timing.

Construction Subtotal	\$1,192,000
Contingency: 30% (+/-)	\$358,000
Professional Fees 15% (+/-)	\$233,000
Total	\$1,783,000

Basis for Cost Projection:

- ☒ No Design Completed
☐ Preliminary Design
☐ Final Design

COPC-2

Conceptual Opinion of Probable Cost Alternative #3 Storm Drain Improvements

PROJECT: Inverness Drainage Study
CLIENT: Town of Trophy Club
TNP JOB # TRO22250

DATE: 3/26/2024

ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL
1	Mobilization, Bonds, & Insurance (~6%)	1	LS	\$83,110.50	\$83,111
2	Site Preparation	15	STA	\$10,000.00	\$150,000
3	Remove Existing RCP	500	LF	\$40.00	\$20,000
4	Remove Existing Curb Inlets	5	EA	\$1,800.00	\$9,000
5	Remove Existing Manhole	8	EA	\$2,000.00	\$16,000
6	Abandon and Grout Existing RCP	270	LF	\$20.00	\$5,400
7	24" RCP	80	LF	\$200.00	\$16,000
8	36" RCP	100	LF	\$280.00	\$28,000
9	48" RCP	185	LF	\$350.00	\$64,750
10	54" RCP	1,320	LF	\$400.00	\$528,000
11	6'x5' RCB	300	LF	\$675.00	\$202,500
12	Replace Headwall	1	EA	\$15,000.00	\$15,000
13	10' Standard Curb Inlet Extension	1	EA	\$7,000.00	\$7,000
14	20' Standard Curb Inlet w/ 10' Extension	2	EA	\$19,000.00	\$38,000
15	Junction Box - 10'x5'	4	EA	\$20,000.00	\$80,000
16	Junction Box - 8'x7'	1	EA	\$15,000.00	\$15,000
17	Replace 5'x5' Drop Inlet	1	EA	\$10,000.00	\$10,000
18	Concrete Pavement Repair	765	SY	\$120.00	\$91,800
19	Concrete Curb and Gutter	590	LF	\$65.00	\$38,350
20	Landscape Restoration	1,600	SY	\$20.00	\$32,000
21	Trench Safety	1,350	LF	\$2.50	\$3,375
22	Traffic Control	1	LS	\$15,000.00	\$15,000

1. Estimates do not reflect costs of easement or ROW acquisition, material testing, permitting/mitigation fees, utility conflict relocations, or construction phase services.

2. Unit costs based on similar, recently bid projects and publically available pricing data. These costs are subject to change based on project timing.

Construction Subtotal	\$1,469,000
Contingency: 30% (+/-)	\$441,000
Professional Fees 15% (+/-)	\$287,000
Total	\$2,197,000

Basis for Cost Projection:

- ☒ No Design Completed
☐ Preliminary Design
☐ Final Design

COPC-3



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM:

AGENDA ITEM: Conduct a Police Department badge pinning ceremony. (Patrick Arata, Police Chief)

BACKGROUND/SUMMARY: The police department is set to host a pinning ceremony to honor two officers. Officer Meeko Spainhower brings five years of experience to the department, while Officer Levi Cobler, who has served for six years, holds roles as a field training officer and a member of the SWAT team. Officer Cobler's dedication is recognized with a promotion to the rank of sergeant.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

ACTIONS/OPTIONS:

Chief Arata will conduct the badge pinning ceremony.



Office of the Mayor Proclamation

- WHEREAS:** throughout history America has faced trials and triumphs, and Americans have turned to prayer for courage and comfort, inspiration, and joy-filled celebration, compelled by faith to seek the Light of God's guidance and to spread this light to those in need; and
- WHEREAS:** from the first gatherings of our Founding Fathers, elected officials have prayed and entreated those they serve and represent to join them in prayer, including the authors of our Declaration of Independence, thus affirming that faith in Almighty God has been deeply rooted in the foundation and building up of this great nation; and
- WHEREAS:** a National Day of Prayer has not only been a part of our heritage since it was declared by the First Continental Congress in 1775, but it is a Public Law established in the United States Congress in 1952 approved by a Joint Resolution and then amended 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 The National Day of Prayer; and
- WHEREAS:** the National Day of Prayer belongs to all Americans and is a day that transcends differences, bringing together citizens from all backgrounds and walks of life to honor God, to pray for our nation, and to give Him thanks for the many liberties and blessings we have received, among them the freedom to gather, worship and pray; and
- WHEREAS:** in every state across America the observance of the National Day of Prayer will be held on Thursday, May 2, 2024, with the theme, "Lift Up the Word, Light Up the World," based on the verses found in 2 Samuel 22:29-31, "For you are my lamp, O Lord, and my God lightens my darkness ... This God—his way is perfect; the word of the Lord proves true; he is a shield for all those who take refuge in him." and
- WHEREAS:** on this National Day of Prayer, we come together as leaders, citizens and neighbors to join our hearts and voices in unity to fervently and humbly seek God's divine wisdom, direction, protection, and strength to meet the challenges that we face both present and future, and to offer gratitude for the many blessings He has bestowed upon our communities, state and nation.

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 2, 2024, 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 22nd day of April 2024.

Jeannett Tiffany, MAYOR



Office of the Mayor Proclamation

WHEREAS: Americans are served every single day by public servants at the federal, state, county and city levels. These hidden champions do the work that keeps our nation working; and across our nation, public employees take not only jobs, but oaths of office; and

WHEREAS: many public servants risk their lives each day in service to the people of our communities, as well as provide safety inspections and patrols, maintain our infrastructure, operate our public facilities, and provide the diverse services demanded by the American people with integrity and diligence; and

WHEREAS: public servants provide the institutional knowledge, experience, and continuity that supports the long-term sustainability of our community assets and organizational history; and

WHEREAS: here in our town, our staff promotes and sustains the superior quality of life in Trophy Club, and in partnership with our community delivers cost-effective services in a personal, responsive, and innovative manner; and

WHEREAS: without our public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials; 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 5 to May 11, 2024, to be,

“Public Service 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 22nd day of April 2024.

Jeannett Tiffany, MAYOR

Town of Trophy Club Town Council Meeting Minutes
April 8, 2024, 6:00 p.m., Work Session and Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

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

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Steve Flynn, Councilmember Place 6
LuAnne Oldham, Councilmember Place 5
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4 (*arrived at 6:14 p.m.*)

STAFF MEMBERS PRESENT

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

WORK SESSION ITEM

1. Discussion of recommended updates to the Town of Trophy Club Financial Reserves Policy. (April Duvall, Finance Director)

April Duvall, Finance Director, gave a presentation on recommended updates to the Town of Trophy Club's Financial Policy.

Ms. Duvall and Town Manager Wright answered questions from the Town Council.

A summary of Town Council comments were as follows:

- Revise the language to ensure that the policy provides flexibility in how the Town Council determines priorities and meets targets.
- Revise certain phrases like "strive to maintain", "target shall be", "reserves may be", and "shall".
- Provide details for major areas where General Fund unassigned fund balance increased in the audited FY 2023 financial reports.

- In the FY 2025 budget process, provide a schedule of anticipated 5-year schedule of revenues and expenditures to show future funding needs.

ADJOURN

Mayor Tiffany adjourned the work session at 6:44 p.m.

CALL REGULAR MEETING TO ORDER

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

INVOCATION

Chase Ellis, Director of Parks and Recreation, led the invocation.

PLEDGES

Councilmember Monger led the Pledge of Allegiances to the American and Texas Flags.

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

1. Proclamation for Patriots Day

Mayor Pro Tem Sheridan read aloud the proclamation. Mayor Tiffany, Mayor Pro Tem Sheridan, and Councilmember Monger presented the proclamation to Scott Smith, member of the Sons of the American Revolution, Denton Chapter.

2. Working for You . . . Trophy Club

a) Update from Town Council Members

Councilmember Flynn expressed his enjoyment of the Total Solar Eclipse at Harmony Park.

Councilmember Monger reminded the audience that the Metroport Veterans Association was hosting their monthly breakfast at MeatUAnywhere BBQ on Saturday, April 13, 2024, at 9:00 a.m.

Mayor Tiffany stated she was excited for Trophy Club's future as the Town moves forward with strategic planning, parks planning, Arts and Culture and more. She urged citizens to get involved by participating in upcoming surveys and focus groups and expressed the importance of community input for successful future planning of the town.

Mayor Tiffany also reminded citizens to sign up for Trophy Club Alerts to receive important notices and information from the Town.

b) Update from Town Manager

Town Manager Wright provided the following updates:

- Trophy Club received the Tree City USA designation, for the 20th consecutive year from the Arbor Day Foundation; and he expressed his appreciation to the Parks and Recreation Department.
- Upcoming Boards and Commission Meetings/Events
 - April 10, 6:00 p.m., Crime Control & Prevention District Board
 - April 15, 6:00 p.m., Arts and Culture Ad Hoc Committee
 - April 15, 6:00 p.m., Parks and Recreation Board
 - April 18, 6:00 p.m., Economic Development Corporation Board
 - April 19, 8:15 p.m., Movie in the Park featuring *Wonka* at Harmony Park.
 - April 11, 6:00 p.m., Candidate forum (*not sponsored nor hosted by the Town*), Bara Church.

c) Quick Civic Tip

Town Attorney, Dean Roggia, provided an overview of Interlocal Agreements and explained Chapter 791 of the Government Code, provides that the purpose of these agreements is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

CONSENT AGENDA

3. Consider approval of the March 25, 2024, Town Council regular Meeting Minutes. (Tammy Dixon, Town Secretary)

Councilmember Flynn moved to approve Consent Item 3. Councilmember Beach seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

INDIVIDUAL ITEMS

Mayor Tiffany moved to item 8.

8. Consider an ordinance authorizing the sale and conveyance of approximately 0.05 acres of real property owned by the Town of Trophy Club in the amount of \$3,444 located in the Rosalinda Allen Survey, Abstract Number 17 (along the northwest line of 2643 Highlands Court, Town of Trophy Club, Denton County, Texas), and authorizing the Town Manager to execute all documents to complete the transaction. (Matt Cox, Community Development Director)

Matt Cox, Director of Community Development, gave a presentation highlighting the following:

- A request was received from Deric S. Gardner, to purchase 0.05 acres of land which is located directly behind his property (2643 Highlands Court)
- The Town is authorized to sell the land without publication or bidding pursuant to Government Code Section 272.001 (b)
- The subject property was appraised in the amount of \$3,444.
- The subject property is adjacent to the Trophy Club Municipal Utility District No. 1 lift station.
- The subject property is not part of a public square or park and is no longer useable or required by the Town for present or future public or municipal purposes.

Mayor Pro Tem Sheridan moved to approve Ordinance 2024-04 authorizing the sale and conveyance of approximately 0.05 acres of real property owned by the Town of Trophy Club in the amount of \$3,444 located in the Rosalinda Allen Survey, Abstract Number 17 (along the northwest line of 2643 Highlands Court, Town of Trophy Club, Denton County, Texas), and authorizing the Town Manager to execute all documents to complete the transaction.. Councilmember Monger seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE 2024-04

AN ORDINANCE AUTHORIZING THE SALE AND CONVEYANCE OF APPROXIMATELY 0.05 ACRES OF REAL PROPERTY OWNED BY THE TOWN OF TROPHY CLUB, TEXAS, IN THE AMOUNT OF \$3,444.00; AND LOCATED IN THE ROSALINDA ALLEN SURVEY, ABSTRACT NUMBER 17, TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

At the request of Mayor Tiffany, pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:25 p.m. and reconvened into Regular Session at 7:55 p.m. in accordance with the Texas Government Code 551.071, Consultation with Town Attorney regarding agenda items 5, 6, and 7. **No Action Taken.**

5. Consider an Interlocal Cooperation Agreement with Denton County for Fire Protection Services and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. (Jason Wise, Fire Chief)

Councilmember Flynn moved to approve an Interlocal Cooperation Agreement with Denton County for Fire Protection Services and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. Mayor Pro Tem Sheridan seconded the motion.

VOTE ON THE MOTION

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

6. Consider an Interlocal Cooperation Agreement between the Town of Trophy Club and Denton County for Ambulance Services and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. (Jason Wise, Fire Chief)

Councilmember Flynn moved to approve an Interlocal Cooperation Agreement with Denton County for Ambulance Services and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. Councilmember Bauer seconded the motion.

VOTE ON THE MOTION

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

7. Consider a Fire/Arson Task Force Interlocal Agreement through the Denton County Fire Marshal's Office and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. (Jason Wise, Fire Chief)

Councilmember Flynn moved to approve a Fire/Arson Task Force Interlocal Agreement through the Denton County Fire Marshal's Office and authorize the Town Manager to negotiate and execute the agreement on behalf of the Town. Councilmember Beach seconded the motion.

VOTE ON THE MOTION

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

Mayor Tiffany adjourned the Town Council meeting 7:57 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Consider a resolution authorizing the transfer of retired K-9 Officer Indy to Sergeant Barry Sullivan. (Patrick Arata, Police Chief)

BACKGROUND/SUMMARY: Texas Government Code Chapter 614, Subchapter L provides for the transfer of a retired law enforcement animal, including a law enforcement dog, to the animal's former handler at no cost. Subchapter L requires the governing body of a political subdivision to enter into an agreement for the transfer of the retired animal upon determination by the head of the law enforcement agency that the animal is suitable for transfer and that the transferee is capable of humanely caring for the animal.

Sergeant Barry Sullivan has been K-9 Officer Indy's handler for 9 years. Chief Arata has determined that Indy is eligible for retirement and suitable for transfer. Chief Arata also finds that Sergeant Sullivan is capable of humanely caring for Indy and recommends that Indy's ownership be transferred to him.

Approval is necessary to facilitate the formal transfer of K-9 Officer Indy to Sgt. Sullivan. The formal transfer will be conducted at a ceremony during the May 13, 2024 Town Council Meeting.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: No costs or revenues are associated with the Town transferring Indy to Sergeant Sullivan.

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

ATTACHMENTS:

1. Resolution Transfer of K9- FINAL
2. Agreement for the Transfer of Law Enforcement Animals - FINAL

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution authorizing the transfer of retired K-9 Officer Indy to Sergeant Barry Sullivan.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING THE TRANSFER OF RETIRED K-9 OFFICER "INDY" TO SERGEANT BARRY SULLIVAN; 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, Chapter 614 of the Texas Government Code authorizes the governing body of a municipality to enter into a contract with a person for the transfer of a law enforcement canine that has been determined by the Chief of Police to be suitable for transfer in accordance with the needs of the department because the canine is at the end of its working life; and

WHEREAS, the Trophy Club Chief of Police, Patrick Arata, has determined, after consultation with the canine's veterinarian, handlers, and other caretakers, that K-9 Officer "Indy" is eligible for retirement, is suitable for transfer, is surplus to the needs of the Town, and such transfer is in the best interests of Indy and the Town; and

WHEREAS, Sergeant Barry Sullivan is a peace officer and is capable of humanely caring for K-9 Officer "Indy"; and

WHEREAS, the Town Council has determined that the transfer of K-9 Officer "Indy" is in the best interest of the canine and of the health, safety, and welfare of the Town.

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

SECTION 1. The Town Manager is hereby authorized and directed to negotiate and execute the Agreement attached as Exhibit "A" for the transfer of retired K-9 Officer "Indy" to Sergeant Barry Sullivan without charge.

SECTION 2. The meeting at which this Resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

SECTION 3. This Resolution shall become effective immediately upon its date of passage.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ON THIS THE _____ DAY OF _____, 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit A

AGREEMENT FOR THE TRANSFER OF A LAW ENFORCEMENT ANIMAL

STATE OF TEXAS §
 § **TOWN OF TROPHY CLUB: AGREEMENT FOR THE**
COUNTY OF DENTON § **TRANSFER OF A LAW ENFORCEMENT ANIMAL**

WHEREAS, Texas Gov't Code Ch. 614 authorizes the Town of Trophy Club, a Texas home-rule municipality (the "Town") to contract with a person for the transfer of a law enforcement animal; and

WHEREAS, the Town desires to retire and transfer a law enforcement canine named Indy, K9, ID# K9-1 ("Indy") to the care of its handler; and

WHEREAS, the Town has verified with Indy's veterinarian, handler, and any other caretakers that Indy is suitable for transfer; and

WHEREAS, the Chief of Police of the Town, or his designee, has determined that Indy is surplus to the needs of the Town because Indy has reached the end of its working life as a law enforcement animal; and

WHEREAS, Sergeant Barry Sullivan (the "Transferee") is Indy's handler and has requested to receive Indy and the Town has determined that the Transferee is capable of humanely caring for Indy and transfer of Indy to the Transferee will serve the best interest of Indy and the Town.

NOW, THEREFORE, this Agreement is hereby made and entered into by the Town and the Transferee, in accordance with the recitals above and upon and for the mutual consideration stated herein:

1. Indy, K9 ID# K9-1, a law enforcement animal, is retired from law enforcement service and transferred from the Town's care to the care of the Transferee.

2. Transferee has sole responsibility to humanely care for the animal and provide for its health to include shelter, food, regular and appropriate veterinary care, including medication. The Town shall not compensate or provide funds for the care of the animal after transfer to the Transferee. Transferee accepts the animal in its present condition with or without knowledge of any potential medical concerns. Town has confirmed with the animal's veterinarian that the animal is suitable for transfer, however Town makes no representation as to the health of the animal.

3. Transferee shall comply with state and local laws applicable to keeping domestic animals.

4. Transferee shall notify Town if no longer able to humanely care for the animal. Transferee shall immediately return the animal to Town upon the inability to care for the animal.

5. Town shall take possession of the animal upon notification from Transferee of inability to care for the animal or upon a finding upon Town's sole discretion that the animal is no longer being humanely cared for by Transferee.

6. Transferee assumes full responsibility for the care and precaution of the animal with awareness of the animal's law enforcement history and training. The parties agree the Town shall not be liable in a civil action for any damages arising from the animal's law enforcement training. Town specifically shall not be liable for any damages in a civil action for any damages arising from the transfer, including damages from the animal's law enforcement training. Town is not liable for veterinary expenses of the transferred animal, including expenses associated with care for a condition of the animal that existed before or at the time of the transfer, regardless of whether the applicable law enforcement agency or Town was aware of the condition.

7. **Inconsideration of the receipt of a law enforcement animal at no cost, receipt of which is acknowledged, Transferee releases, acquits, and forever discharges the Town and its agents, servants, subsidiaries, affiliates, insurers, successors, legal representatives, attorneys, employees, directors, members, officers, Trophy Club Town Council, and any parent, successor or predecessor governmental entity or elected, appointed persons, firms, organizations, or governmental entities in privity with Town, whether or not named in this Agreement, from any and all claims, demands, controversies, actions and causes of action (whether arising in tort, negligence, gross negligence, contract, strict liability, breach of warranty or any other ground, whether based upon statute or the common law) of whatever nature, present and future, known and unknown, for any and all damages, actual or exemplary, of any kind or character, or any other expenses, losses or damages, which claims or such causes of action may have been held or may now or in the future be owned or held by or on behalf of Transferee, or Transferee's successors, heirs, executors, administrators, or assigns, which in any way arise from, result from, or in any way relate to the transfer of the law enforcement animal to Transferee, including damages arising from the law enforcement animal's training. Transferee further agrees to indemnify, defend, and hold harmless Town and any other governmental entity bound to defend or pay judgments against it, from and against any and all claims, demands or causes of action brought by any person or entity arising out of or resulting from transfer of the law enforcement animal to Transferee, including claims for contribution or indemnity, and the reasonable and necessary costs, including attorney's fees, incurred in defense of any such claim.**

8. This Agreement has been duly executed and delivered by all parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this Agreement represents and warrants that they have full right and authority to enter into this Agreement.

9. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

10. **APPLICABLE LAW.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance, and enforcement. Mandatory and exclusive venue for any action arising out of, or relating to, this Agreement must be in a court of competent jurisdiction in Denton County, Texas.

11. **THIS AGREEMENT IS EXECUTED IN THE PERFORMANCE OF THE TOWN'S GOVERNMENTAL FUNCTIONS AND THE TOWN DOES NOT WAIVE SOVEREIGN OR GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY.**

12. SEVERABILITY. In the event that 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 of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

13. NOTIFICATION. Any and all notices which may be required under the terms of the Agreement shall be delivered by registered or certified United States mail or by a recognized commercial carrier or delivery to:

If to Town of Trophy Club:

Name: Trophy Club Town Manager
Address: 1 Trophy Wood Drive
Trophy Club, Texas 76262

If to Transferee:

Name: Sergeant Barry Sullivan
Address: _____

14. This Agreement takes effect upon date of last signature and shall be in effect indefinitely subject to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have accepted the terms and conditions of this Agreement and caused this Agreement to be executed as of the dates set forth below.

TOWN OF TROPHY CLUB:

By: _____
Brandon Wright, Town Manager

Date: _____

ATTEST

By: _____
Tammy Dixon, Town Secretary

TRANSFeree:

By: _____
Sergeant Barry Sullivan

Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Patrick Arata, Chief of Police
Jason Wise, Fire Chief

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an Interlocal Cooperative Agreement with Denton County for the Shared Governance Communications & Dispatch Services System for Police and Fire. (Partick Arata, Police Chief & Jason Wise, Fire Chief)

BACKGROUND/SUMMARY: The Town of Trophy Club utilizes a combined communications and dispatch services system that is managed and operated by Denton County. The Denton County Sheriff's Office establishes an Advisory Board for the Shared Governance and Dispatch System made up of the chief of each agency, or that chief's designee. This board advises and makes recommendations on matters pertaining to the Communications Center. This Interlocal Cooperation Agreement outlines the responsibilities of all parties related to the shared use of the communications and dispatch services system as well as user fees paid by the Town of Trophy Club. Under the agreement, the Town of Trophy Club pays a total annual amount of \$56,813, of which \$46,365 is related to the police department and \$10,448 is related to the fire department. The term of this agreement is from October 1, 2024 through September 30, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town of Trophy Club will pay \$56,813 for communications and dispatch services through Denton County in FY 2025. Funding is budgeted for in the Police and Fire/EMS Department's General Fund Budget.

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

ATTACHMENTS:

1. 2024-25 Trophy Club FD PD Communications Contract WITH Exhibits

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an Interlocal Cooperative Agreement with Denton County for the Shared Governance Communications & Dispatch Services System for Police and Fire.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Town of Trophy Club Fire & Police Departments
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2024** and ending on **September 30, 2025**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Town of Trophy Club Fire & Police Departments
Contact Person	Brandon Wright, Town Manager
Address	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
Telephone	682-237-2900
Email	bwright@trophyclub.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Brandon Wright, Town Manager

Town of Trophy Club

1 Trophy Wood Dr.

Trophy Club, TX 76262

682-237-2900

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Jason Wise, Fire Chief

Patrick Arata, Police Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2024-25 Budget Year Denton County Sheriff's Office 911 Dispatch Agreement Agency Payment Worksheet / Invoice

Agency:	Town of Trophy Club Fire & Police Departments
Payment Contact Person:	Chief Arata, Chief Wise and/or April Duvall
Phone Number:	682-237-2900
Email(s):	parata@trophyclub.org jwise@trophyclub.org or aduvall@trophyclub.org
Address:	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
	\$46,365.00 (PD) \$10,448.00 (FD)
AGENCY TOTAL AMOUNT DUE	\$56,813.00 Total

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options <u>Agency MUST</u> <u>Select One</u> <u>Payment Option</u>	1	☐	One Annual Payment (100%)
	2	☐	Two Payments (50%)
	3	☐	Four Payments (25%)
	4	☐	Twelve Monthly Payments
	5	☐	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Trophy Club Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Patrick Arata**

Title: **Police Chief**

Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Conduct a public hearing and consider an ordinance granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600 and approximately 230 feet of SH 114. (Matt Cox, Community Development Director)

BACKGROUND/SUMMARY: Thai Taste Restaurant is requesting approval of a Specific Use Permit (SUP) for alcoholic beverage sales for on-premises consumption in conjunction with a restaurant use according to Section 14.02.252 of the Town's Code of Ordinances. The property's zoning of Planned Development 30 (PD-30) has no further restrictions for the sale of alcoholic beverages beyond the regulations of the Town Code and State Law.

As shown in Exhibit A, Thai Taste is applying for a Specific Use Permit to obtain a Mixed Beverage Restaurant Permit (RM) and a Mixed Beverage Late Hours Permit (LB) that will allow for the sale and consumption of wine, beer, and liquor on the premises to include during late hours (12 midnight – 2 AM). The Town Code does not restrict hours of operation beyond TABC's regulations.

Section 14.02.252(b) of the Code of Ordinances states that no alcoholic beverages may be sold within 300 feet of a church, public school or private school, or public hospital. Subsection (g) describes the methods of measurement as front door to front door and along street front property lines when measuring to churches and public hospitals, and in a direct line from nearest property line to property line when measuring to public schools and private schools. Thai Taste Restaurant complies with Town and State requirements, as the closest church (Fellowship United Methodist Church) is approximately 1,205 feet away, the closest public school (Lakeview Elementary School) is approximately 1.25 miles away, and the closest private school (Primrose School of Westlake at Entrada) is approximately 3,400 feet away. The nearby Baylor Scott & White Medical Center – Trophy Club is a private hospital so there are no separation requirements. Parking needs have been addressed by the required on-site parking spaces.

The Chief of Police has reviewed this application, as required by Code, and does not have any objections. A notice of a public hearing was distributed as required by State Law. To date, staff has not received any inquiries.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission reviewed the SUP application at their April 4, 2024 meeting and unanimously recommended the item for approval (4-0).

FISCAL IMPACT: N/A

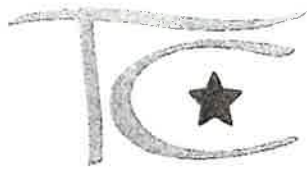
LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the ordinance as to form and legality.

ATTACHMENTS:

1. Application
2. Arial Map
3. ORD 2024-XX Thai Taste Alcohol. Clean

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance granting a Specific Use Permit authorizing alcohol beverage sales for on-premise consumption in conjunction with a restaurant use at Thai Taste Restaurant located at 2300 E Highway 114, #600 and approximately 230 feet of SH 114.



TOWN OF TROPHY CLUB

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

RECEIVED

JAN 29 2024

BY:

SITE PLAN/ZONING APPLICATION

APPLICATION TYPE – CHECK THE APPROPRIATE BOX BELOW

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

PROPERTY INFORMATION

Project Name: Thai Taste Total Lots: _____

Property Address: Thai Taste Dallas Total Acres: _____

Legal Description: PD30 DCAD/TAD TAX ID: _____

Current Use of Property: Trophy Club Town Center Current Zoning: PD30

Description of Request: Liquor License Proposed Zoning: N/A

APPLICANT / OWNER INFORMATION

Applicant

Company Name: Thai Taste, LLC
Contact Name: Sangman Anuson
Address: 2300 TX-114 Ste 600
City, State, Zip: Trophy Club, TX 76262
Phone: (940) 536-8053
Email: thaitaste2023@gmail.com
Signature: SANGMAN

Owner (If Different)

Company Name: TC Town Center 2, LP
Contact Name: Scott Beck
Address: 13101 Preston Rd
City, State, Zip: Dallas, TX 75230
Phone: _____
Email: sbeck@beckventures.com
Signature: [Signature]

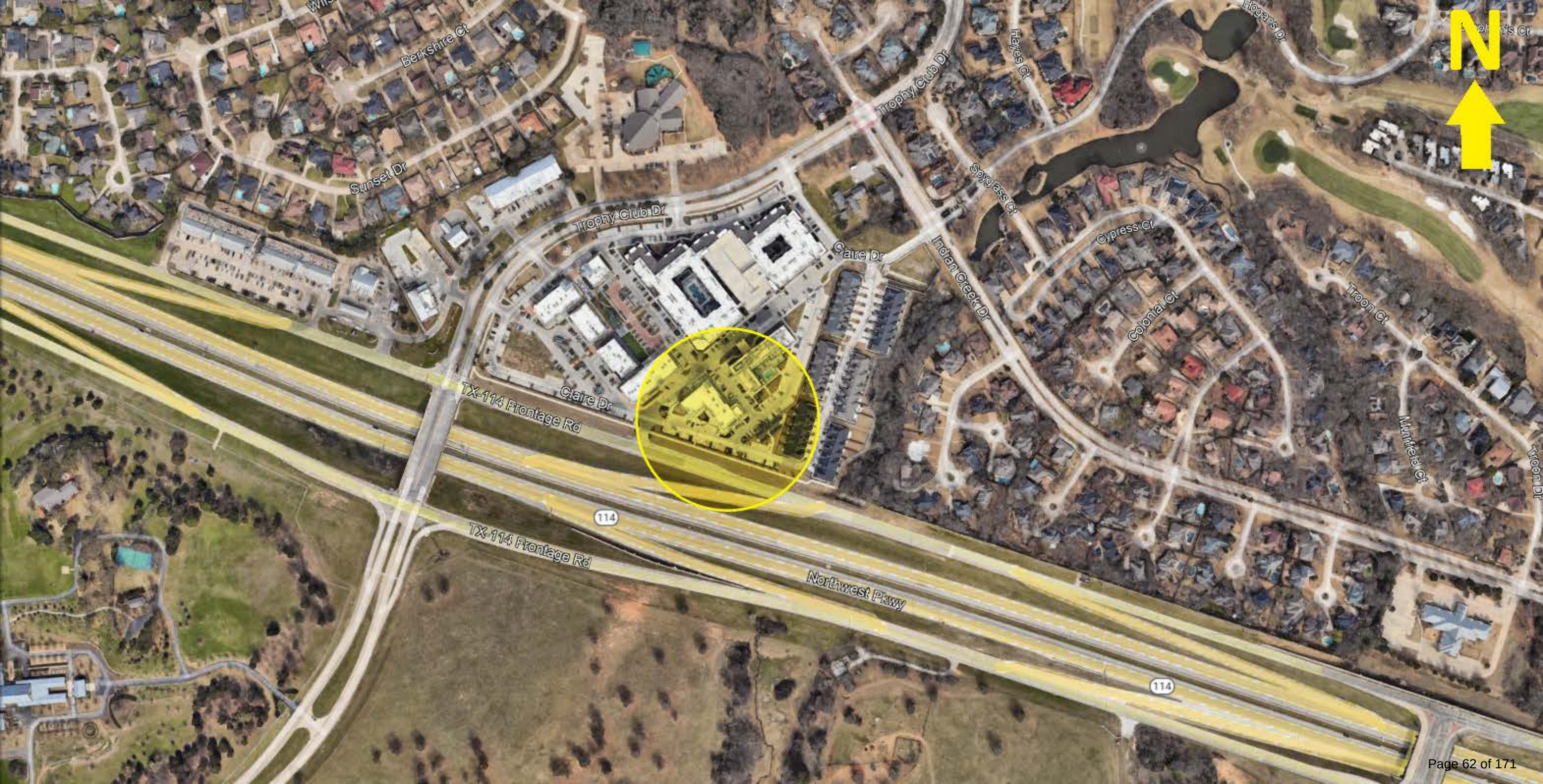
NOTE: The property owner must sign the application or submit a notarized letter of authorization.

APPLICATION REQUIREMENTS

- DISCLAIMER: The Town of Trophy Club only enforces Town ordinances, and approval or denial of an application is based on that authority. Permit approval does not exempt the applicant from Covenants & Restrictions and/or HOA regulations.
- All required information, plans and signatures shall be completed prior to application submittal. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.
- One (1) folded and collated 24" x 36" plan sets shall be submitted with this application in addition to a digital set in pdf format on a thumb drive or emailed to Planning staff.
- All required application fees shall be paid upon submittal of this application.
- In addition to this application form, a detailed description of the request including all relevant project information shall be attached on a separate sheet to this application.

STAFF USE ONLY

Date Received: 1-29-24
Received by: [Signature]
Fee Paid: \$300.00
Payment Type/Check #: _____
Receipt #: 10197
Case #: 2FEE-000184-2024



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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH A RESTAURANT USE OPERATED BY THAI TASTE RESTAURANT, 2300 E SH 114 #600 OF TC TOWN CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to regulate land use, and property development within the Town for the public health, safety, and general welfare; and

WHEREAS, the applicant seeks to sell alcoholic beverages, including beer and wine, for on-premises consumption in conjunction with a restaurant use operated by Thai Taste Restaurant, located at 2300 E SH 114 #600 of TC Town Center; and

WHEREAS, the Town Council has previously adopted regulations governing the permitting and sale of alcoholic beverages in the Town; and

WHEREAS, after public notices were given in compliance with State law and a public hearing was conducted, and after considering the information submitted at the public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended to the Town Council the adoption of this Ordinance; and

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

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

SECTION 1. INCORPORATION OF PREMISES

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

SECTION 2. APPLICABLE REGULATIONS, DISCONTINUATION, AND REVOCATION

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

SECTION 3. CUMULATIVE

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

SECTION 4. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this Ordinance within the Town which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the

validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. PENALTY

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

SECTION 7. PUBLICATION

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

SECTION 8. EFFECTIVE DATE

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 22nd day of April 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Conduct a public hearing and consider an ordinance amending Planned Development 30 (PD-30) to allow for a modification to the development standards and design of drive-thru facilities on Lot 1, Black A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The applicant is TC Town Center 1 LP, and the property is generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development Director)

BACKGROUND/SUMMARY: TC Town Center 1, LP is requesting an amendment to Planned Development 30 (PD-30) to allow for a revision of the Development Standards to permit for a Quick Service Restaurant (QSR) without an escape lane. A QSR in PD-30 requires an escape lane parallel to the drive-thru lane from the beginning of the drive-thru lane to the service station. Reference Figure 1 for the site location.

Figure 1 Site Location



A QSR is defined in PD-30 as “...a restaurant that specializes in providing a full meal in a few minutes. Such meals often consist of a permutation of hamburger or chicken, french fries, and a soft drink or a milkshake.” In addition to dine-in services, the intended restaurant user for this specific location does not provide for ordering at an ordering station at the beginning of the drive-thru or at the pick-up window. Take-away orders to be picked up through the drive-thru must be placed via website or the restaurant's app. The applicant believes the pick-up process does not require an escape lane.

This emerging concept, of ordering remotely and the drive-thru lane being pick-up only, is being developed in many cities without escape lanes and has proven efficient.

The most recent Site Plan for PD-30 from 2016 illustrates a drive-thru facility at this location and is included as an attachment in this report. PD-30 provides for staff approval of Preliminary Site Plans, Modified Site Preliminary Site Plans, Site Plans, and Building Elevations if they comply with the standards set forth in the PD District (III. Procedures).

Public Hearing Requirements

Notice of public hearings were distributed as required by State Law and the Town of Trophy Club Zoning Ordinance. To date, the staff has not received any inquiries.

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

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Exhibit A - Proposed Amended Site Plan
2. Color Renderings
3. Preliminary Site Plan 3.29.16
4. ORD 2024-00 P&Z Amend PD-30 Escape Lane-DR

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending Planned Development 30 (PD-30) to allow for a modification to the development standards and design of drive-thru facilities on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas.

FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION

NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

3.28.2024

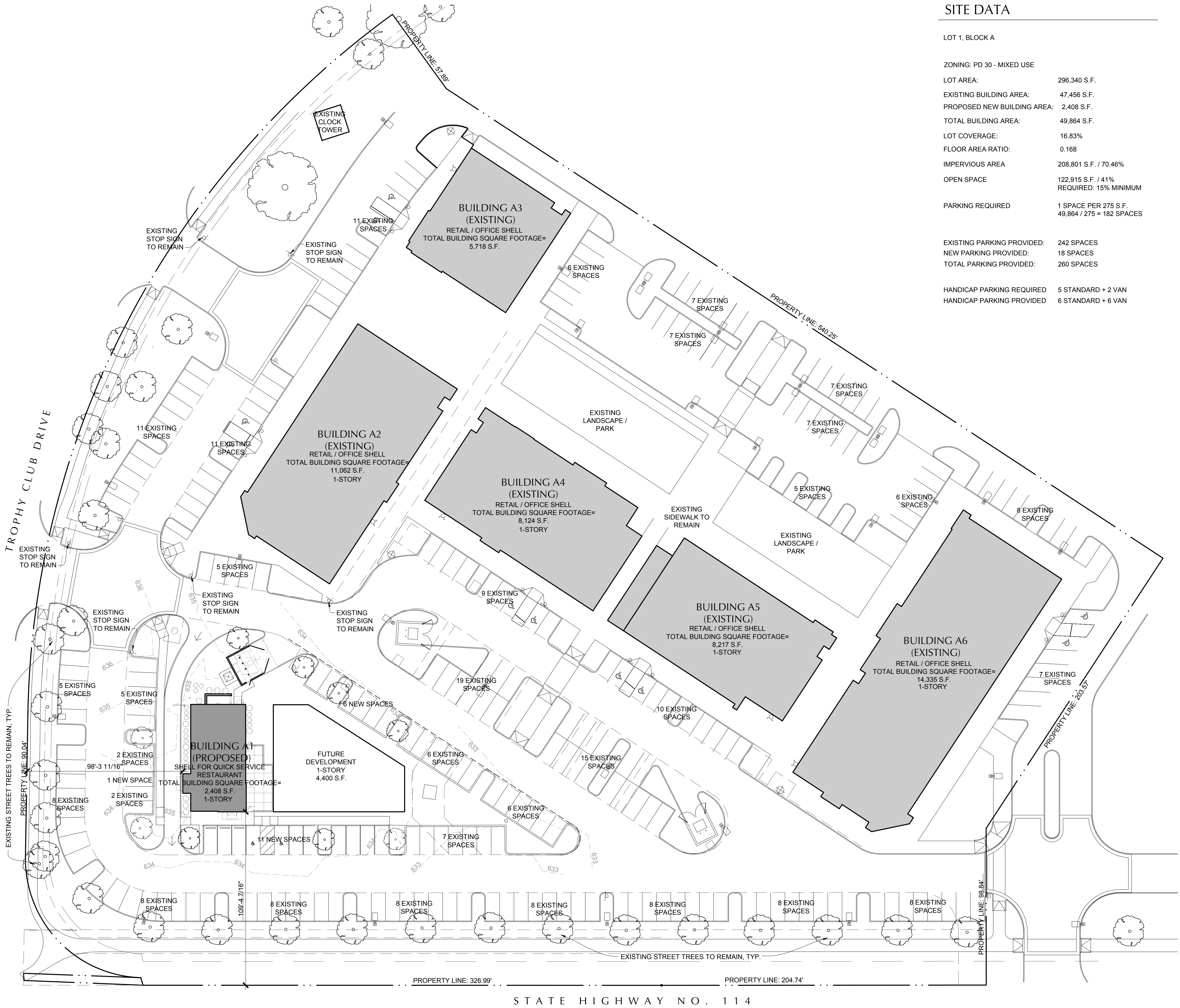
AMENDED SITE PLAN
LOT 1, BLOCK A
TROPHY CLUB TOWN
CENTER

AS100

SITE DATA

LOT 1, BLOCK A

ZONING:	PD 30 - MIXED USE
LOT AREA:	296,340 S.F.
EXISTING BUILDING AREA:	47,456 S.F.
PROPOSED NEW BUILDING AREA:	2,408 S.F.
TOTAL BUILDING AREA:	49,864 S.F.
LOT COVERAGE:	16.83%
FLOOR AREA RATIO:	0.168
IMPERVIOUS AREA	208,801 S.F. / 70.46%
OPEN SPACE	122,915 S.F. / 41% REQUIRED: 15% MINIMUM
PARKING REQUIRED	1 SPACE PER 275 S.F. 49,864 / 275 = 182 SPACES
EXISTING PARKING PROVIDED:	242 SPACES
NEW PARKING PROVIDED:	18 SPACES
TOTAL PARKING PROVIDED:	260 SPACES
HANDICAP PARKING REQUIRED	5 STANDARD + 2 VAN
HANDICAP PARKING PROVIDED	6 STANDARD + 6 VAN

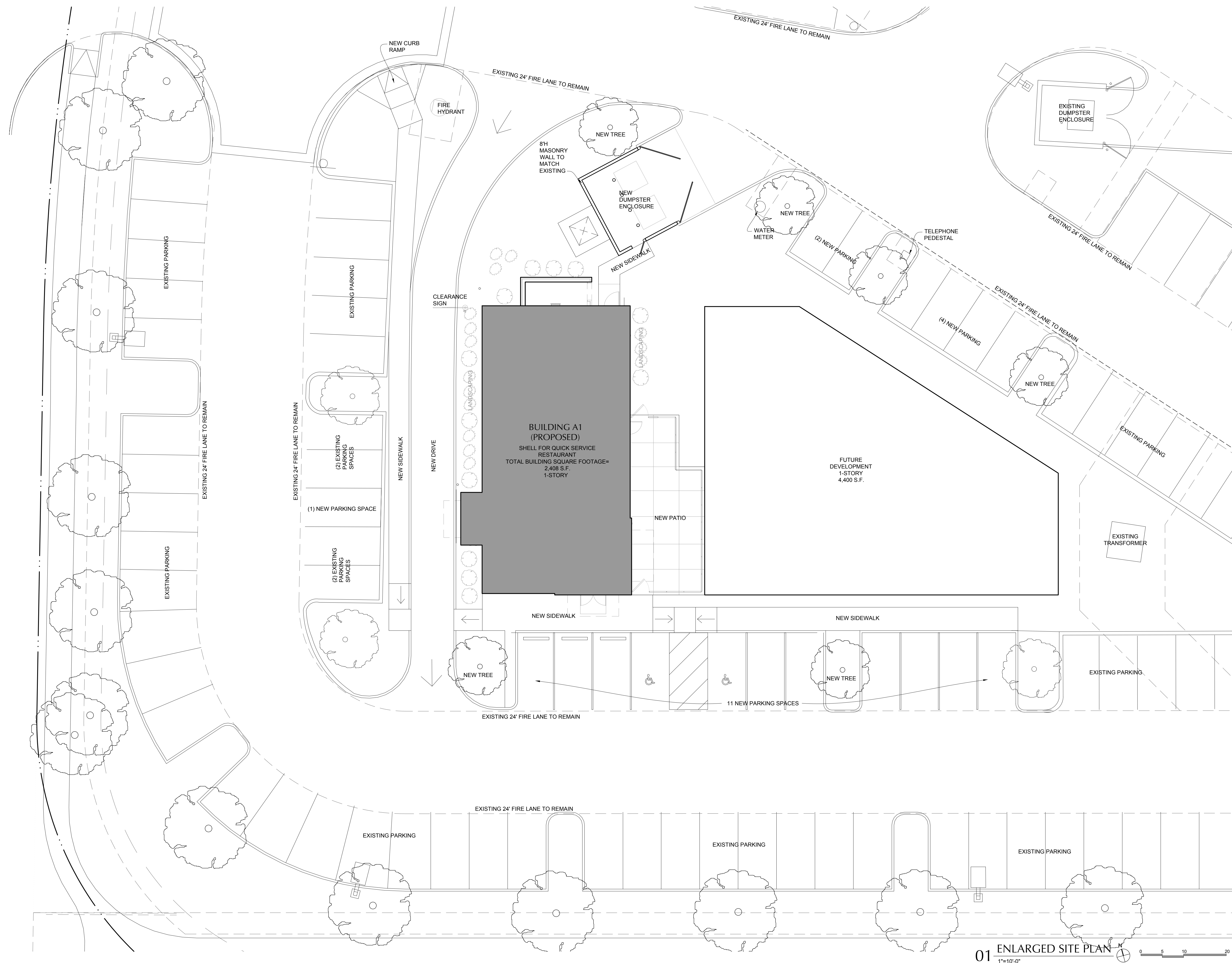


FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION

TROPHY CLUB, TEXAS 76262

S I T E P L A N

AS101



01 ENLARGED SITE PLAN
1"=10'-0"

FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

SCHEMATIC DESIGN
3.28.2024

EXTERIOR

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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SUBSECTION J “DESIGN OF DRIVE-THRU FACILITIES” OF SUBSECTION 2 “TREE PRESERVATION AND OPEN SPACE” OF SUBSECTION B “SITE DEVELOPMENT” OF SECTION II “DEVELOPMENT STANDARDS” OF EXHIBIT B “PLANNED DEVELOPMENT DISTRICT STANDARDS (PD NO. 30)” OF ORDINANCE NO. 2012-04 P&Z, AS AMENDED BY ORDINANCE NOS. 2014-06 AND 2016-11; AMENDING ORDINANCE NO. 2000-06 THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town previously adopted Ordinance No. 2012-04 P&Z creating the PD Planned Development 30 district (“PD-30”), which was amended by Ordinance Nos. 2014-06 and 2016-11; and

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

WHEREAS, the property owner of 2200 SH 114, Lot 1, Block A of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Town of Trophy Club, Texas, has requested an amendment to **Exhibit “B”** as it relates to that property and the escape lane requirements of PD-30, and the Town Council desires to further amend **Exhibit “B”** as specifically set forth herein; and

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

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

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

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

SECTION 1. INCORPORATION OF PREMISES

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

SECTION 2. AMENDMENTS

2.01 Section II.B.2.j.iv. of **Exhibit "B"** of Ordinance No. 2012-04 P&Z as amended by Ordinance Nos. 2014-06 and 2016-11, PD-30, is hereby amended to read as follows and as more fully set forth in **Exhibit "B"**, attached hereto and incorporated herein.

- "iv. An escape lane shall be provided parallel to the drive-thru lane extending from the beginning of the drive-thru lane to the serving station. An escape lane shall not be required for a pick-up service only restaurant (no ordering occurs in the drive-thru lane) for 2200 SH 114, Lot 1, Block A of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Town of Trophy Club, Texas."

2.02 Amendment to CZO – Exhibit "B" Development Standards: Ordinance No. 2000-06 P&Z, the Comprehensive Zoning Ordinance, is hereby amended to reflect the development standards set forth in **Exhibit "B"** and all other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended, but are hereby ratified and affirmed:

The development standards for this PD Planned Development are attached hereto as **Exhibit "B"**, "Planned Development District Development Standards", and are incorporated herein as if copied in their entirety. Such standards and regulations include, but are not limited to, General Conditions, Development Standards, Procedures, and Exhibits. Such Planned Development District Development Standards as amended hereby shall be adhered to in carrying out the development of the Land in accordance with this Ordinance, and shall individually and collectively constitute conditions precedent

to the granting of any building permit or Certificate of Occupancy for all structures and Land within PD Planned Development No. 30.

SECTION 3. APPLICABLE REGULATIONS

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

SECTION 4. ZONING MAP AMENDMENT

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

SECTION 5. CUMULATIVE REPEALER

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

SECTION 6. SAVINGS

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

SECTION 7. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.
PENALTY**

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

**SECTION 9.
PUBLICATION**

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

**SECTION 10.
EFFECTIVE DATE**

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas on this 22nd day of April, 2024

Jeanette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:

Tammy Dixon, Town Secretary
Town of Trophy Club, Texas

APPROVED TO AS FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas

EXHIBIT "A"

The subject property is legally described as Lot 1, Block A, Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Town of Trophy Club, Texas. The property is addressed as 2200 SH 114, Trophy Club, Texas 76262.

EXHIBIT “B”

(Only available as a pdf)



TOWN COUNCIL COMMUNICATION

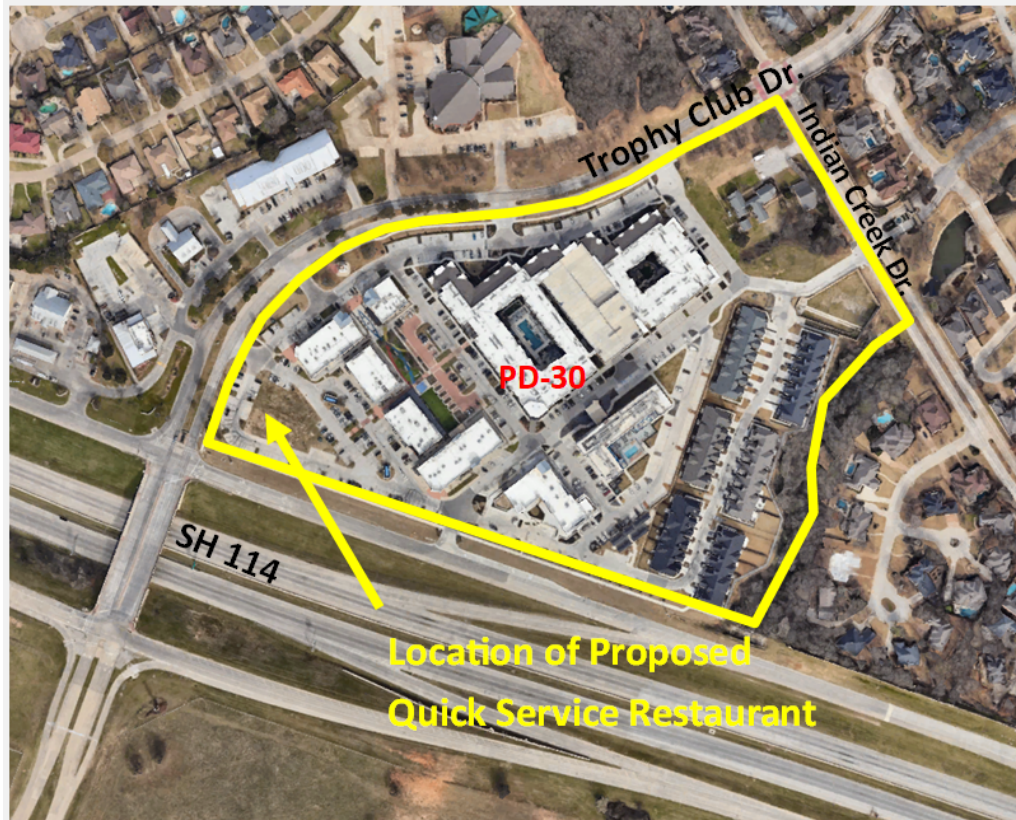
MEETING DATE: April 22, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Conduct a public hearing and consider an ordinance granting a Specific Use Permit for a Quick Service Restaurant in an approximate 2,500 square foot proposed structure on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas. The applicant is TC Town Center 1 LP, and the property is generally located at the northeast corner of Trophy Club Drive and SH 114 in the Town of Trophy Club, Denton County, Texas. Denton County Parcel ID 726655 (Matt Cox, Community Development Director)

BACKGROUND/SUMMARY: TC Town Center 1, LP is requesting a Specific Use Permit (SUP) to allow for a Quick Service Restaurant (QSR) at 2200 SH 114 in approximately 2,500 square feet. Planned Development 30 (PD-30) development standards require QSR's to apply for an SUP, and the application is to be processed according to the Town's SUP regulations within 45 days of submission. Reference Figure 1 for the site location.

Figure 1 Site Location



The SUP for a QSR at this location is dependent upon review and approval of the PD-30 Amendment to allow for the use without an escape lane at the drive-thru.

The following items are outlined for consideration of a Specific Use Permit application:

"In considering an application for a specific use permit, the planning and zoning commission and the town council shall take into consideration the following factors:

1. Whether the proposed site plan will adequately provide for safety from fire hazards and have effective measures of fire control.
2. Whether the proposed site plan provides adequate drainage.
3. Whether the proposed specific use will have noise-producing elements that are not sufficiently controlled.
4. Whether the glare of vehicular and stationary lights is compatible with the established character of surrounding land uses.
5. Whether the location, lighting and type of signs and the relationship of signs to traffic control is appropriate for the site.
6. Whether such signs will have an adverse effect on adjacent properties.
7. Whether the proposed specific use will adversely affect the public at the site and the area immediately surrounding the specific use.

8. Whether the proposed use will have any substantial or undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities and other matters affecting the public, health, safety and general welfare.
9. Whether the proposed use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed specific use will so dominate the immediate neighborhood, consideration shall be given to:
 1. The location, nature and height of buildings, structures, walls and fences on the site; and
 2. The nature and extent of landscaping and screening on the site.
10. Whether the proposed use otherwise complies with all applicable regulations of this ordinance, including lot size requirements, bulk regulations, use limitations and performance standards.
11. Whether the proposed use at the specified location will contribute to or promote the welfare or convenience of the public.
12. Whether off-street parking and loading areas will be provided in accordance with the standards set out in section [14.02.353](#), Off-Street Parking Requirements, and section [14.02.354](#), Off-Street Loading Requirements, and such additional areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect.
13. Whether adequate access roads or entrance and exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
14. Whether the proposed use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.
15. Whether the proposed use will result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.”

Additional regulations:

(f) Conditions and restrictions.

In considering a specific use permit application, the planning and zoning commission may recommend, and the town council may impose, such conditions, safeguards and restrictions upon the premises benefited by the specific use as may be necessary to avoid, minimize, or mitigate any potentially injurious effect of such specific use upon other property in the neighborhood, and to carry out the general purpose and intent of this ordinance. Such conditions shall be set out in the ordinance approving the specific use permit.

The following responses were provided by the applicant as required by the SUP application:

1. Provide a detailed explanation of why the proposed use will not cause substantial injury to the value, use or enjoyment of the property in the neighborhood.

Our goal is to activate the hard corner of the Town center by bringing in Chipotle, a leader in the food industry with over 3,200 restaurants in the world. The current empty lot will turn into a focus point of the property as it will create more traffic to the center through the use of the digital pick up lane, beautify the hard corner of the property through the addition of a building and some landscaping that will be cohesive with the rest of the center and provide additional parking which will benefit all the businesses.

1. Provide a statement as to how the proposed specific use is to be designed, arranged and operated in order to ensure that development and use of neighboring property in accordance with the applicable district regulations will not be prevented or made unlikely, and that the value, use and reasonable enjoyment of such property will not be prevented or made unlikely, [sic] and that the value, use and reasonable enjoyment of such property will not be impaired or adversely affected.

This standalone building will be located at the very hard corner of the property. This is to provide the best visibility for people entering Trophy Club through Trophy Club Drive but also to ensure that this new building does not screen/reduce the visibility of building A2 from 114. The digital pick-up lane is located to the west of the building to allow quick access from Trophy Club Drive. The utility alcove will be located along the north facade and will be screened as required by PD 30. The new dumpster enclosure is located at the back of the building at proximity of another existing dumpster enclosure, to facilitate access and service. A patio will be located along the west side of the building, so people can enjoy the open space.

1. Provide identification of any potentially adverse effects that may be associated with the proposed specific use, and of the means proposed by the applicant to avoid, minimize or mitigate such effects.

To alleviate any issues with the existing trash enclosures, this standalone building will have a new dedicated trash enclosure.

1. Provide additional terms and conditions including design standards as the planning and zoning commission and the town council deem necessary to preserve the value and character of the affected property and neighboring properties.

This new building will basically look identical to the others retail buildings within the center and will meet all design requirements of PD30.

Summary

The SUP site is within PD 30, a well-planned development, providing specific regulations and requirements to accommodate a Quick Service Restaurant.

- The most recent site plan for PD-30 from 2016 illustrated a drive-thru facility at this location and is included as an attachment in this report.
- SUP review criteria have been satisfied and the applicant has provided detailed responses to the application's purpose.
- The applicant has stated the site will be landscaped in accordance with PD-30 requirements in a manner similar to the existing materials.

PD-30 provides for staff approval of Preliminary Site Plans, Modified Site Preliminary Site Plans, Site Plans, and Building Elevations if they comply with the standards set forth in the PD District (III. Procedures).

Public Hearing Requirements

Notice of the public hearings were distributed as required by State Law and the Town of Trophy Club Zoning Ordinance. To date, staff has not received any inquiries.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission reviewed the specific use permit application for a Quick Service Restaurant at their April 4, 2024, meeting and unanimously recommended the item for approval (4-0).

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Trophy Club Town Center submission 032824
2. Preliminary Site Plan dated 3.23.16 APPROVED 3.29.16
3. Ord 2024-XX P&Z SUP Chipotle QSR-DR

ACTIONS/OPTIONS:

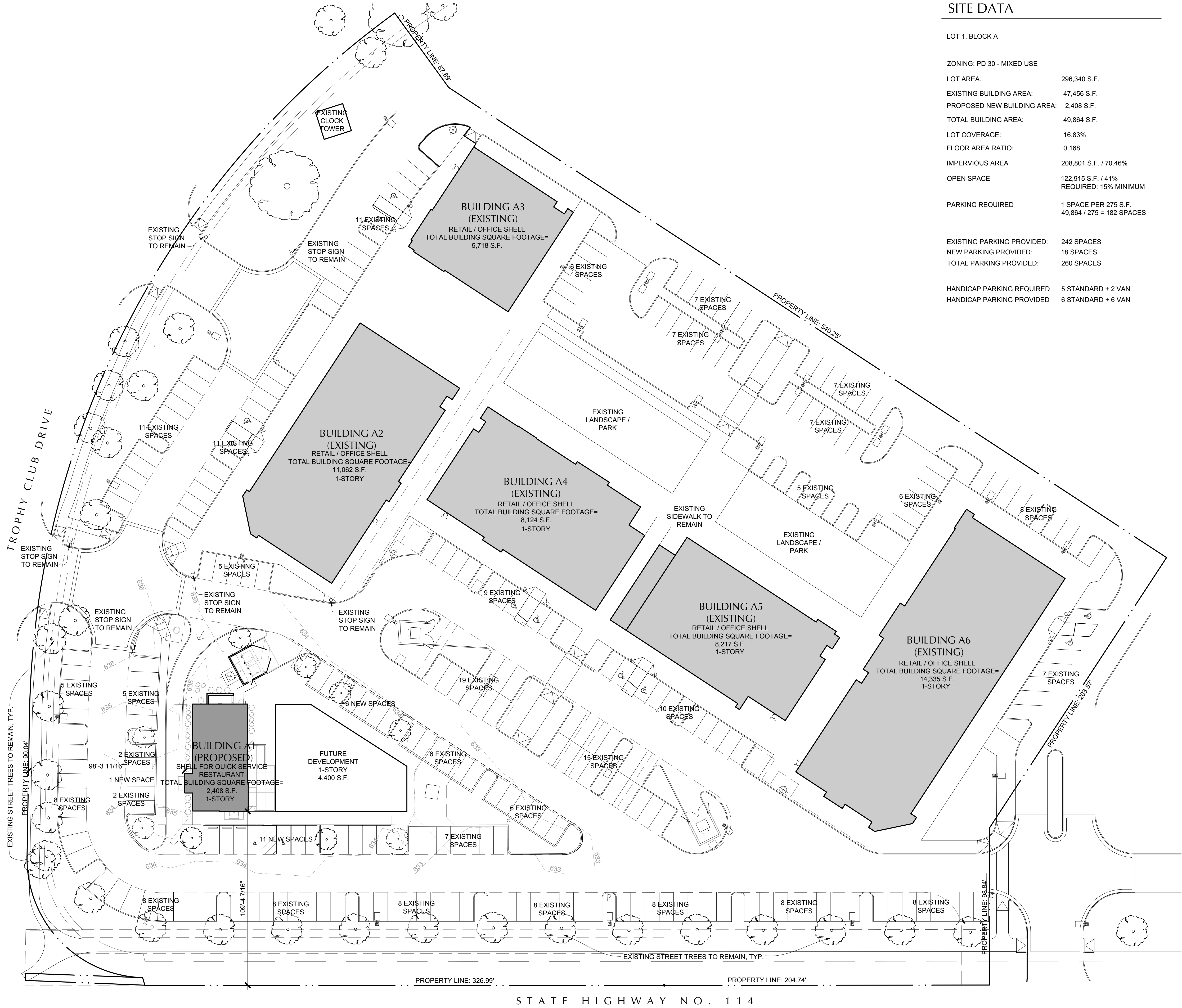
Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance granting a Specific Use Permit for a Quick Service Restaurant in an approximate 2,500 square foot proposed structure on Lot 1, Block A, of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Texas.

FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION

SITE DATA

LOT 1, BLOCK A

ZONING:	PD 30 - MIXED USE
LOT AREA:	296,340 S.F.
EXISTING BUILDING AREA:	47,456 S.F.
PROPOSED NEW BUILDING AREA:	2,408 S.F.
TOTAL BUILDING AREA:	49,864 S.F.
LOT COVERAGE:	16.83%
FLOOR AREA RATIO:	0.168
IMPERVIOUS AREA	208,801 S.F. / 70.46%
OPEN SPACE	122,915 S.F. / 41% REQUIRED: 15% MINIMUM
PARKING REQUIRED	1 SPACE PER 275 S.F. 49,864 / 275 = 182 SPACES
EXISTING PARKING PROVIDED:	242 SPACES
NEW PARKING PROVIDED:	18 SPACES
TOTAL PARKING PROVIDED:	260 SPACES
HANDICAP PARKING REQUIRED	5 STANDARD + 2 VAN
HANDICAP PARKING PROVIDED	6 STANDARD + 6 VAN



NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

3.28.2024

AMENDED SITE PLAN
LOT 1, BLOCK A
TROPHY CLUB TOWN
CENTER

AS100

01

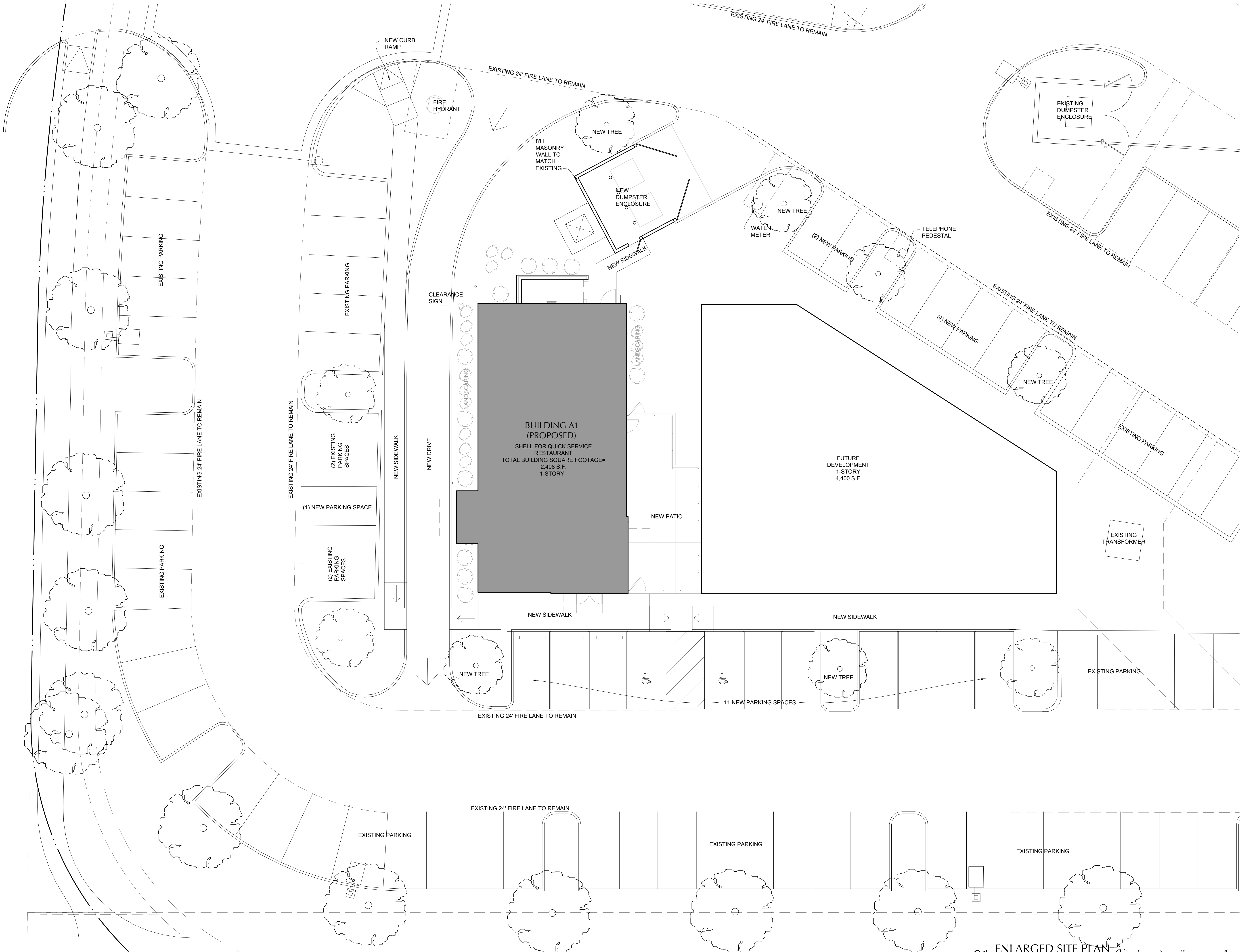
SITE PLAN

1"=30'-0"

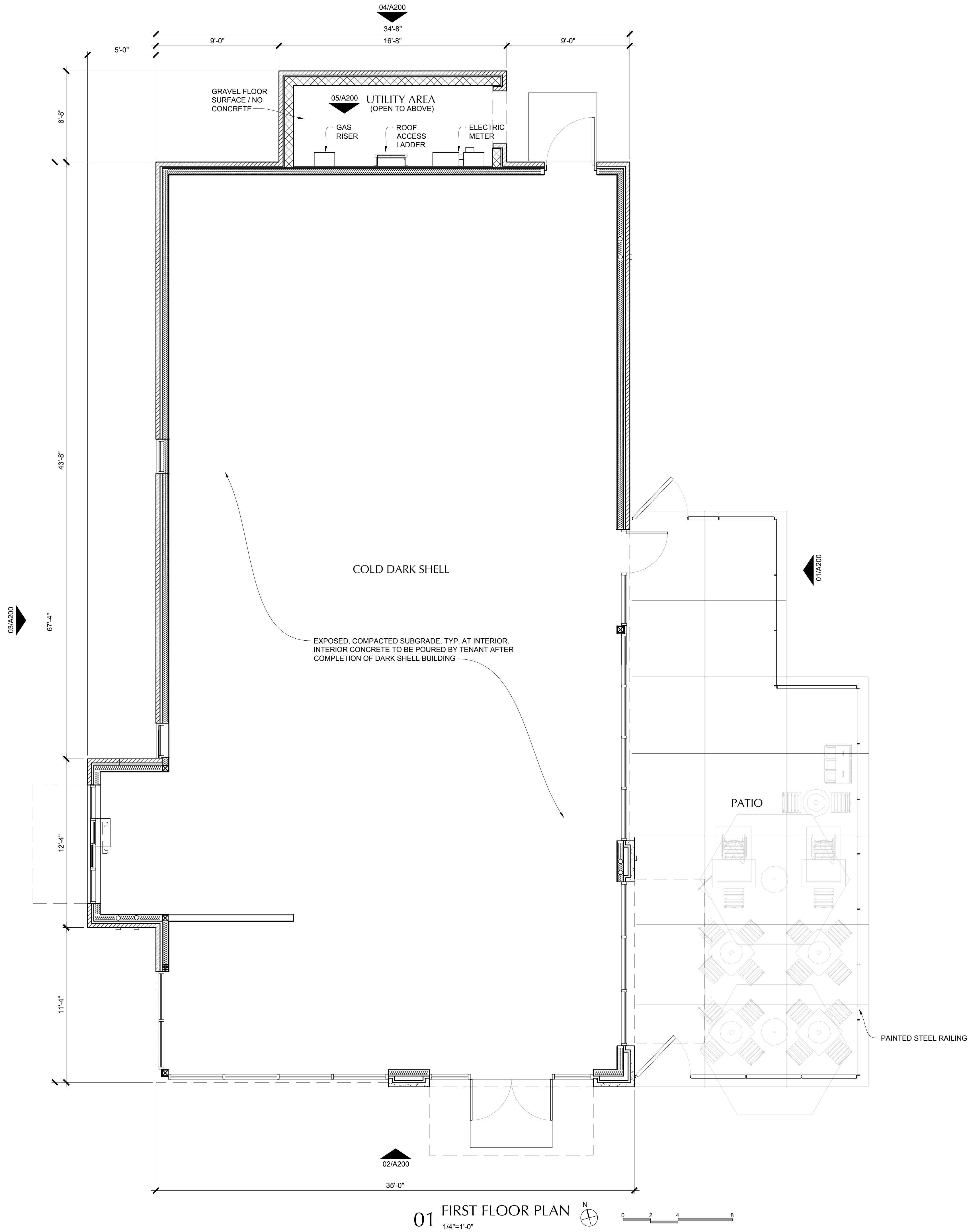
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0 15 30 60

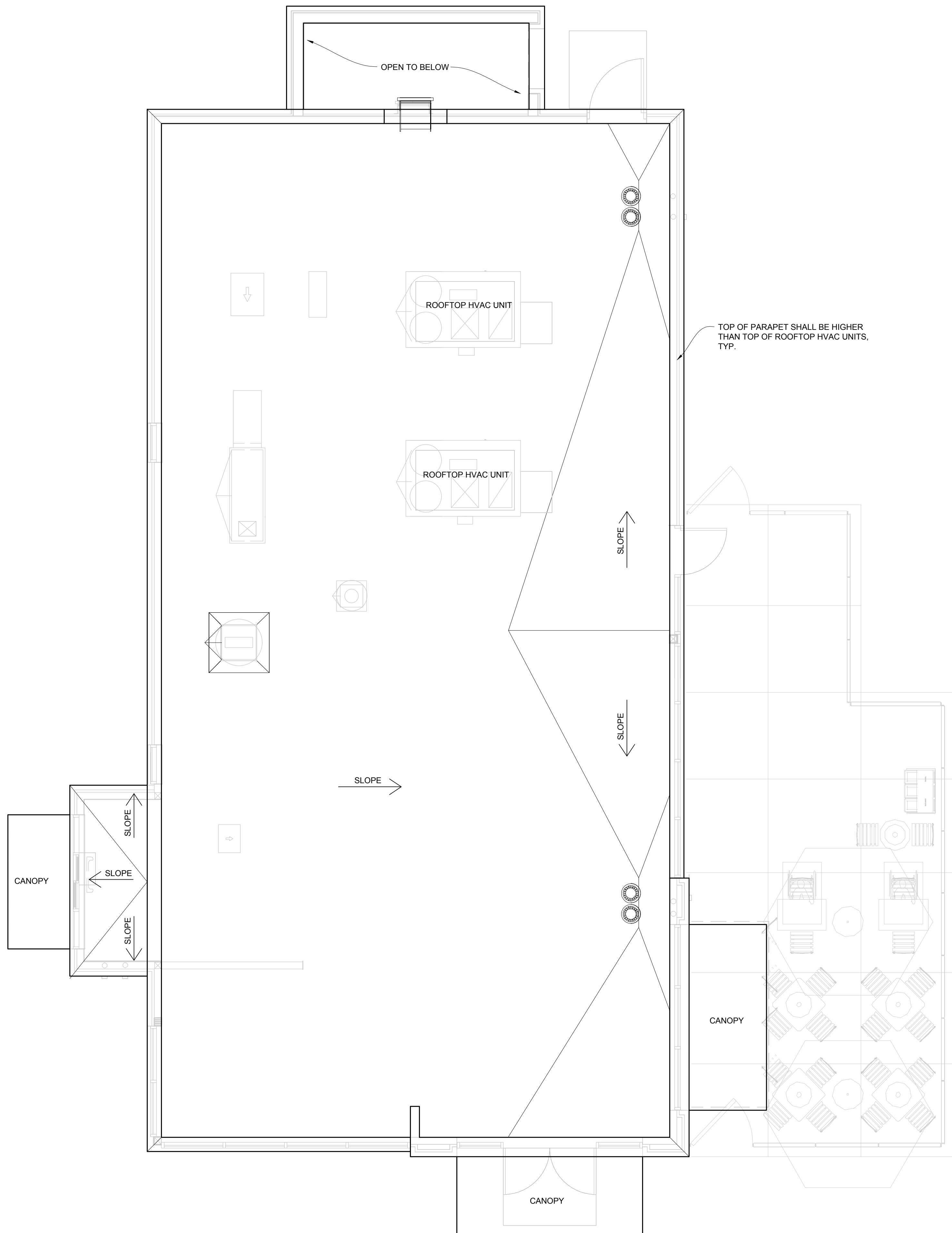
FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



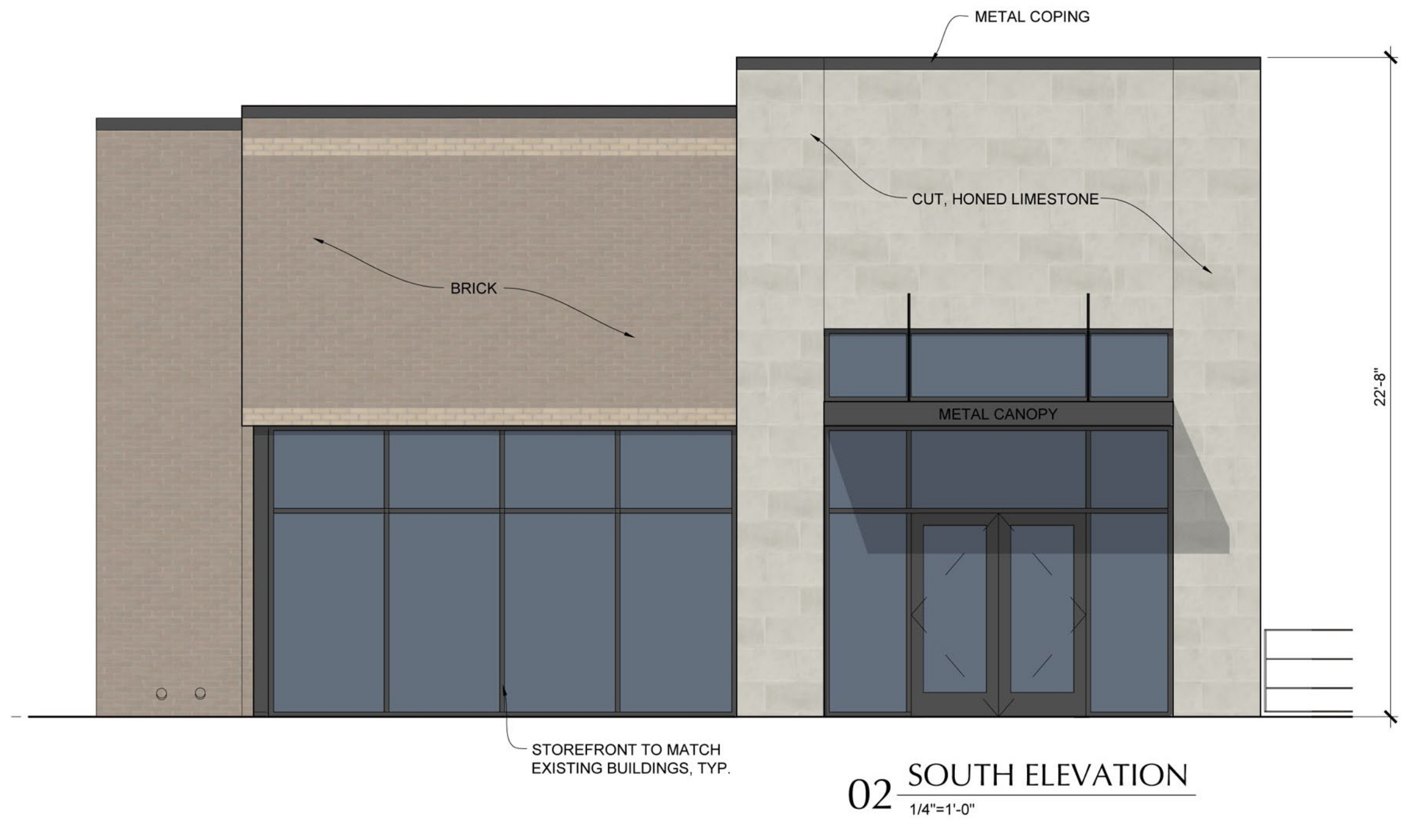
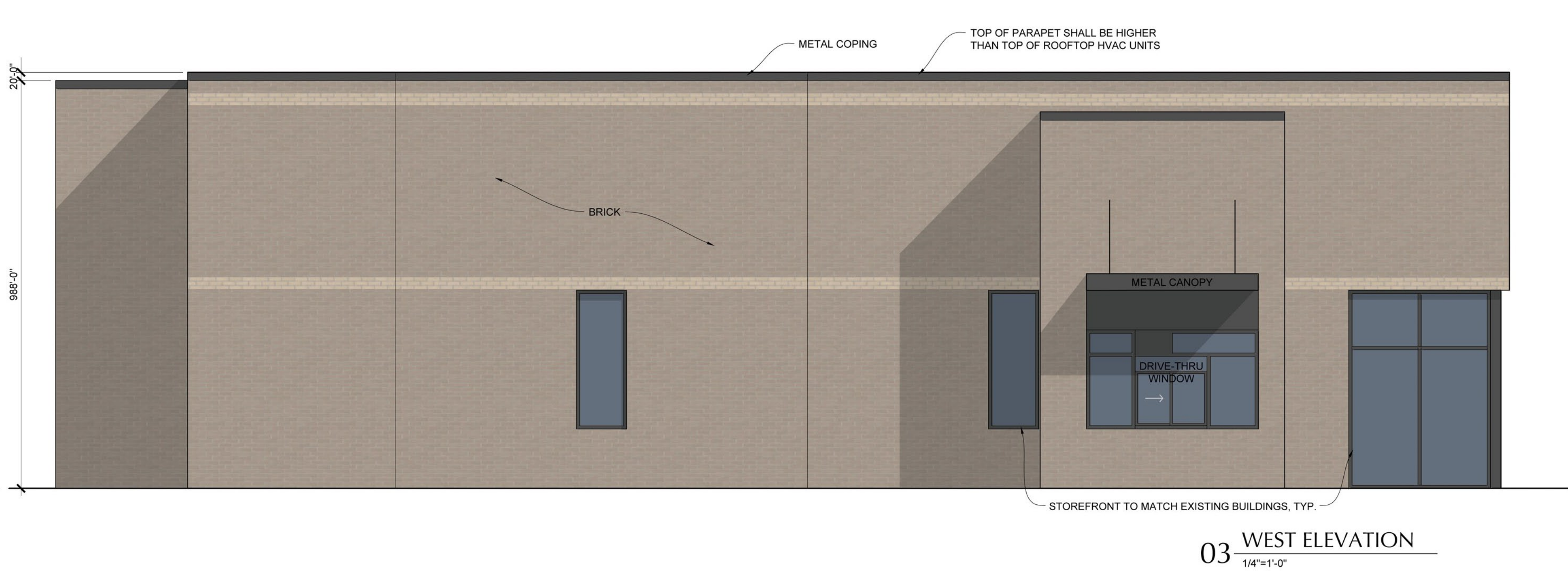
01 ROOF PLAN
1/4"=1'-0"

NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

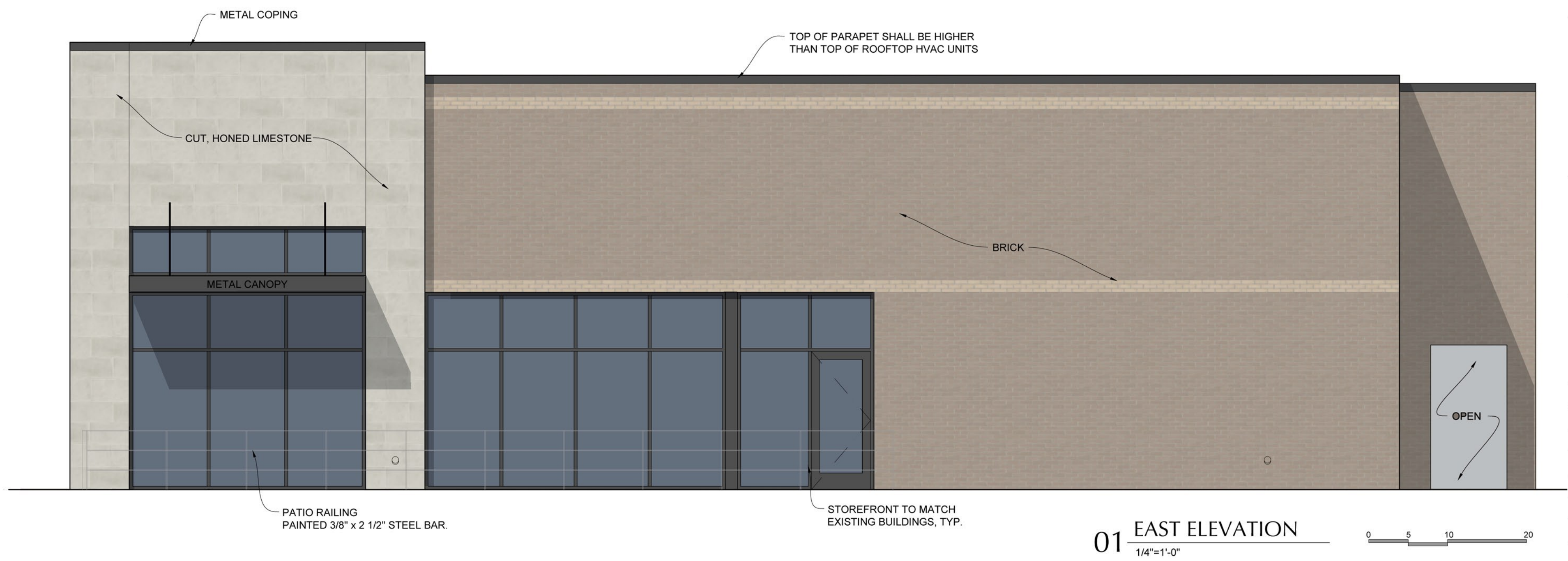
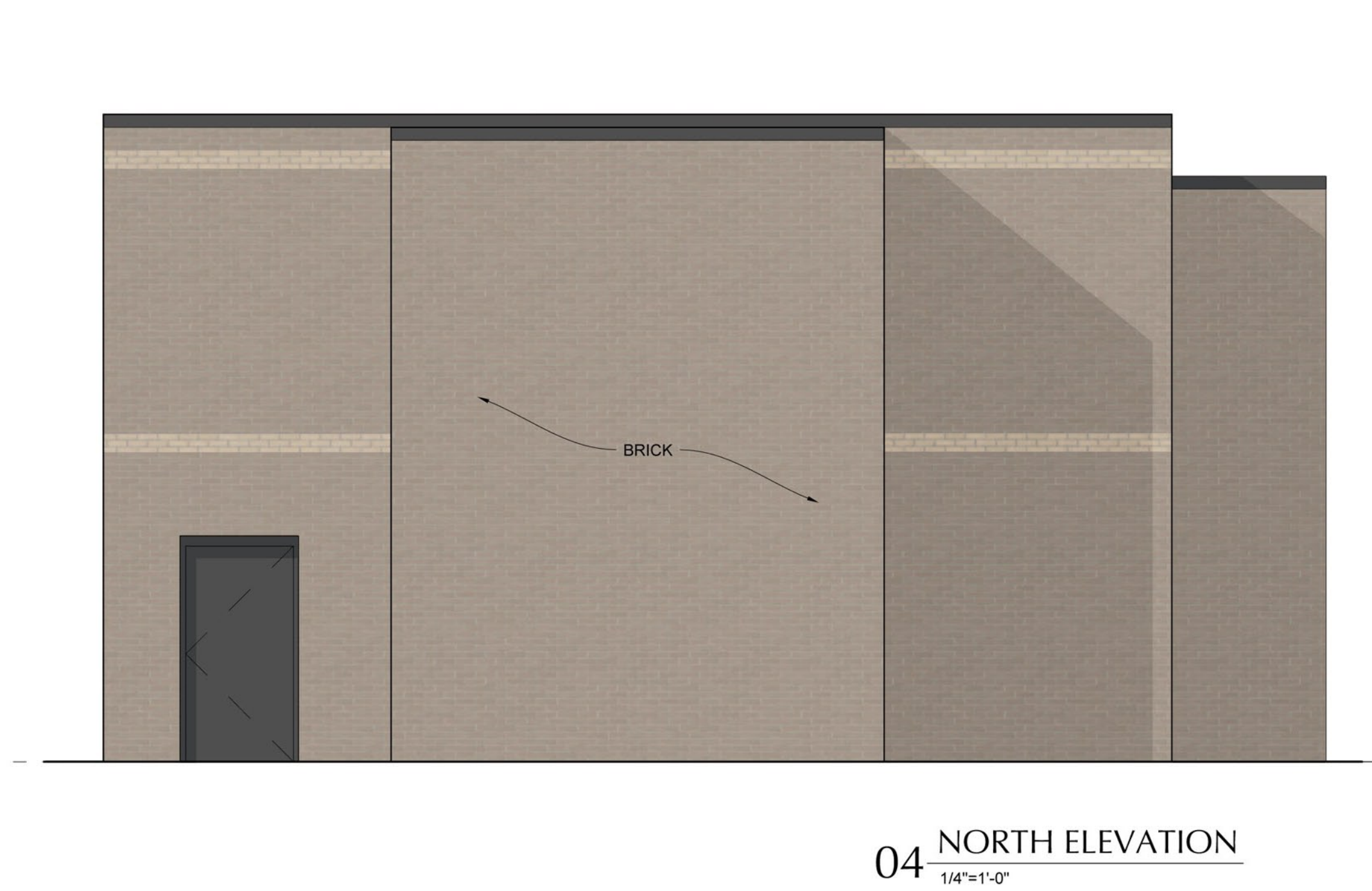
SCHEMATIC DESIGN
3.28.2024

R O O F P L A N

A140



FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

SCHEMATIC DESIGN
3.28.2024

EXTERIOR ELEVATIONS

A200

FOR CITY REVIEW ONLY
NOT FOR PERMIT
NOT FOR CONSTRUCTION



NEW SHELL BUILDING AT
**Trophy Club
Town Center**
TROPHY CLUB, TEXAS 76262

SCHEMATIC DESIGN
3.28.2024

EXTERIOR



ARCHITECTURE
PLANNING
CONSTRUCTION
INTERIORS

MICHAEL F. TWICHELL, L.P.
3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066
FAX: 214-599-0583

TROPHY CLUB
TOWN CENTER
26 ACRE
MIXED-USE

A PROJECT FOR

MIDTOWN
DEVELOPMENT, INC.
13101 PRESTON RD.
SUITE 510
DALLAS, TX 75240

PRELIMINARY SITE PLAN

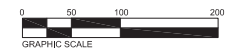
Scale 1" = 60'-0"

REV.	DATE	DESCRIPTION
03.23.16		

PROJECT: 09340

SHEET

MSP-1



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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR A QUICK SERVICE RESTAURANT FOR TC TOWN CENTER 1 LP, LOCATED ON LOT 1, BLOCK A OF TROPHY CLUB TOWN CENTER ADDITION, C. MEDLIN SURVEY, ABSTRACT NO. 823, WITHIN PD PLANNED DEVELOPMENT NO. 30; PROVIDING FOR EXHIBIT "B" INCLUDING AN AMENDED SITE PLAN, FLOOR PLAN, ROOF PLAN, EXTERIOR ELEVATIONS, AND SCHEMATIC DESIGN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section II.A.6. of the PD-30 Development Standards and listed in Ordinance No. 2012-04-02 P&Z allows uses identified as Quick Service Restaurant by Specific Use Permit only; and

WHEREAS, the Town Council is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to regulate land use, and property development within the Town for the public health, safety, and general welfare; and

WHEREAS, TC Town Center 1 LP, the owner of the real property located at Lot 1, Block A of Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, 2200 SH 114, filed an application with the Town requesting a Specific Use Permit for a Quick Service Restaurant; and

WHEREAS, after public notices were given in compliance with State law and a public hearing was conducted, and after considering the information submitted at the public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended to the Town Council the adoption of this Ordinance; and

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

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

**SECTION 2.
APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION**

In all respects the land shall be subject to the applicable regulations contained in the Comprehensive Zoning Ordinance and all other applicable and pertinent ordinances and regulations of the Town, including without limitation regulations governing PD Planned Development No. 30 and all amendments thereto. The Specific Use Permit granted by this Ordinance shall control in cases of conflict between this Ordinance and/or PD Planned Development No. 30 and/or the Comprehensive Zoning Ordinance. The Specific Use Permit granted hereby shall discontinue if the use for which this Specific Use Permit is granted ceases to be operated at the permitted location for a minimum period of six (6) continuous months. The Quick Service Restaurant drive-thru will be limited to pick-up only and no ordering shall occur in the drive-thru lane. Further, this Specific Use Permit shall be subject to revocation in accordance with the Town of Trophy Club Code of Ordinances.

**SECTION 3.
CUMULATIVE**

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

**SECTION 4.
SAVINGS**

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this Ordinance within the Town which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

**SECTION 5.
SEVERABILITY**

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 6.
PENALTY**

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

**SECTION 7.
PUBLICATION**

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

**SECTION 8.
EFFECTIVE DATE**

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 22nd day of April, 2024.

Jeanette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:

Tammy Dixon,
Town Secretary
Town of Trophy Club, Texas

APPROVED TO AS FORM:

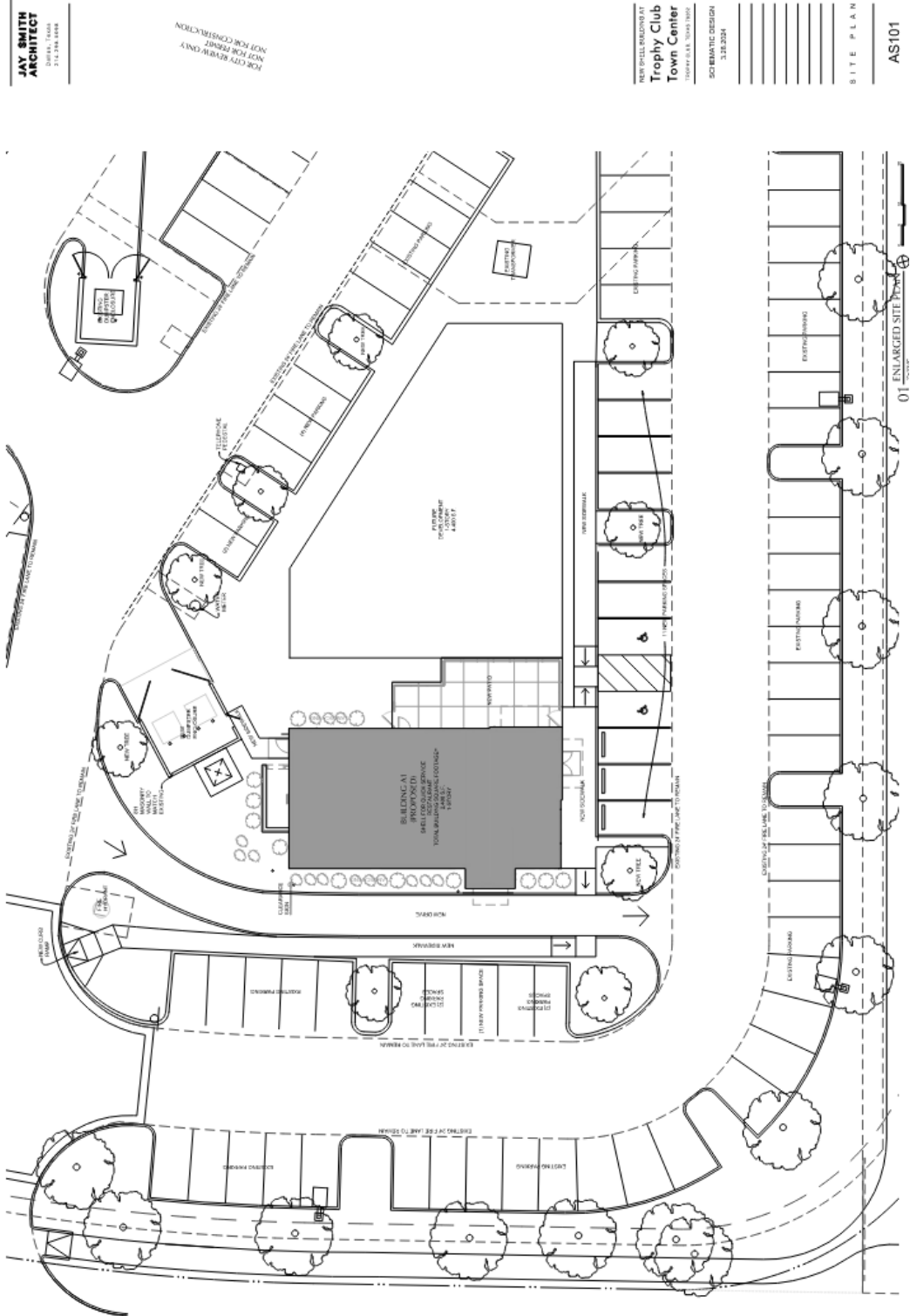
Dean Roggia, Town Attorney
Town of Trophy Club, Texas

EXHIBIT "A"

The subject property is legally described as Lot 1, Block A, Trophy Club Town Center Addition, C. Medlin Survey, Abstract No. 823, Denton County, Town of Trophy Club, Texas. The property is addressed as 2200 SH 114, Trophy Club, Texas 76262.

EXHIBIT "B"

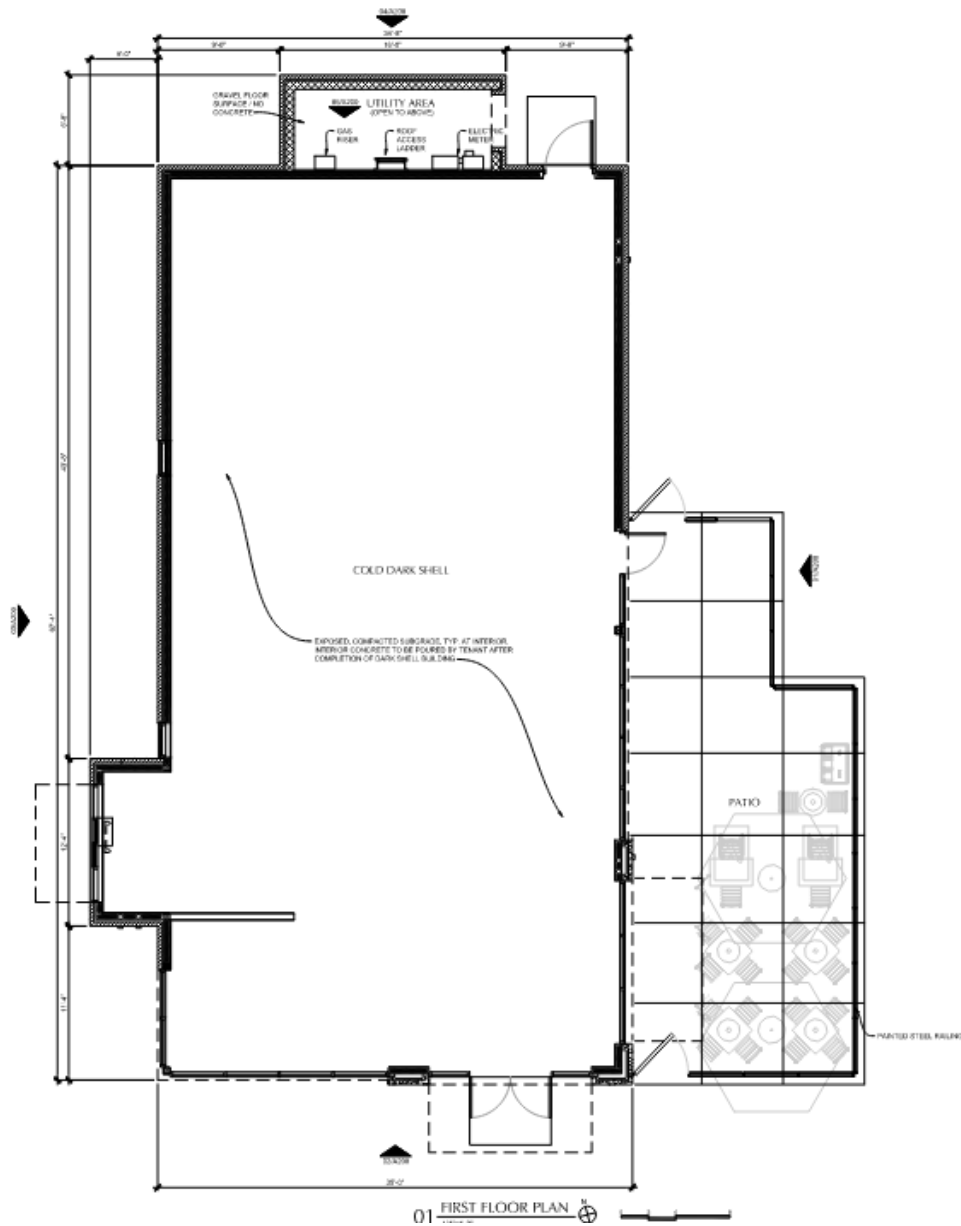
SITE PLAN 2200 SH 114, LOT 1, BLOCK A, TROPHY CLUB TOWN CENTER



2200 SH 114, LOT 1, BLOCK A, TROPHY CLUB TOWN CENTER

FLOOR PLAN

2200 SH 114, LOT 1, BLOCK A, TROPHY CLUB TOWN CENTER



2200 SH 114, LOT 1, BLOCK A, TROPHY CLUB TOWN CENTER

A140

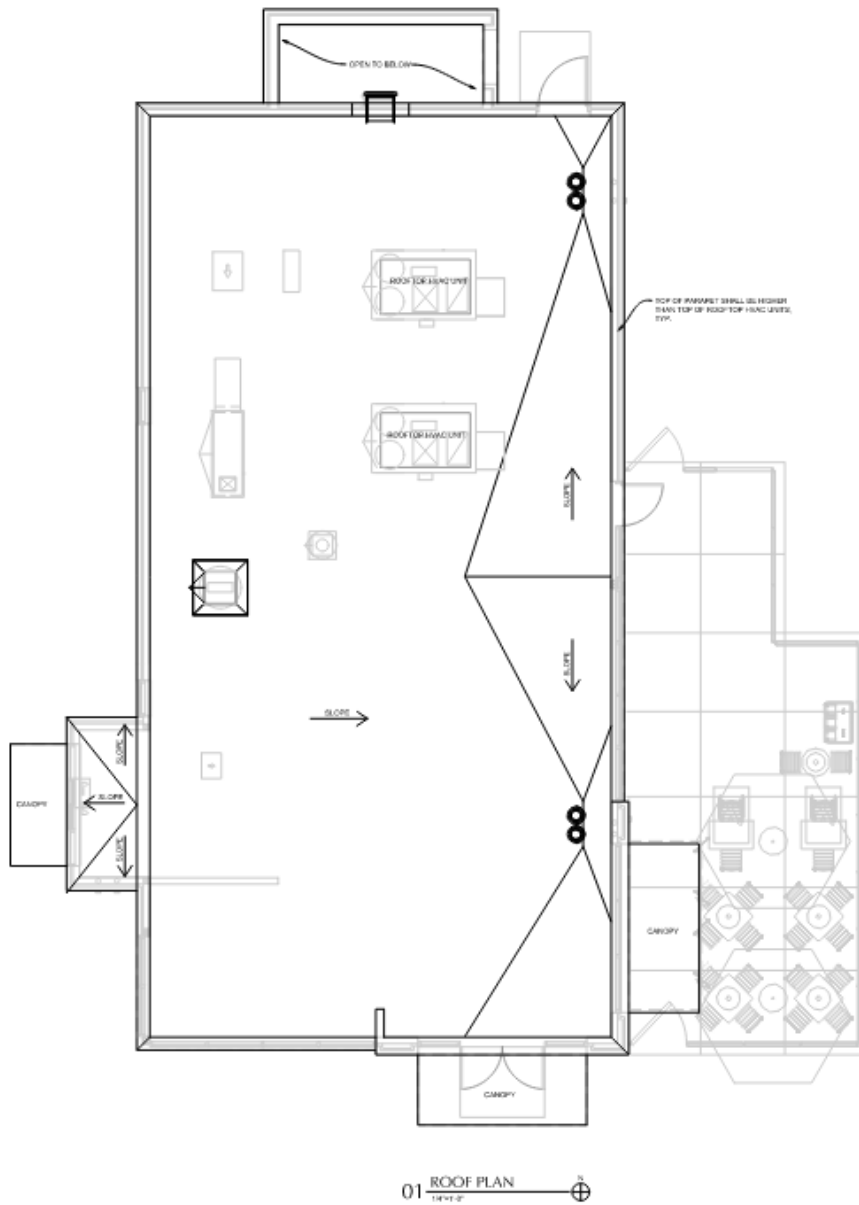


EXHIBIT "B"

SCHEMATIC DESIGN 2200 SH 114, LOT 1, BLOCK A, TROPHY CLUB TOWN CENTER



EXHIBIT "B"

SCHEMATIC DESIGN

JAY SMITH
ARCHITECT
Dallas, Texas
214.208.1000

FOR CITY REVIEW ONLY
NOT FOR PERIOD
NOT FOR CONSTRUCTION

NEW DFW HALLWAY AT
Trophy Club
Town Center
Trophy Club, Texas 75061
SCHEMATIC DESIGN
3.29.2024

EXTERIOR

02.2024





TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Conduct a public hearing and consider an ordinance amending the Town's Code of Ordinances, Chapter 14, "Zoning", Division 5, "Supplementary District Regulations", Section 14.02.252 "Sale of Alcoholic Beverages" to update requirements for the sale of Alcohol in the Town. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: Texas Alcoholic Beverage Commission (TABC) issues permits on a biennial basis. Municipalities may only charge one half of what the state charges, with the exception of Mixed Beverage Permits, which are exempt from fees for the first three years.

Trophy Club's current code provides for an annual permit and fee. The proposed amendment seeks to synchronize the local alcohol permit and fee collection with TABC's two-year permit renewal schedule. This adjustment aims to simplify permit tracking and renewal management processes by aligning the fee collection cycle with TABC. The Town levies and collects a fee equivalent to one-half of the state fee, as determined by the Texas Alcoholic Beverage Code, for each permit or license issued for premises located within Town limits and for which the Town is entitled to collect a fee.

If approved, licensees who have been issued a two (2) year permit or license by the TABC 2023 will be billed by the Town annually in 2024 and the Town will begin collecting the permit fee for two (2) years at a time in advance, beginning with the renewal of the license or permit in 2025.

Additional cleanup language is also included in the amendment to ensure clarity and consistency.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission conducted a public hearing on April 4, 2024 with no one speaking in favor or opposition to the ordinance. The Planning & Zoning Commission unanimously (4-0) recommended approval to the Town Council.

FISCAL IMPACT: The Town receives between \$3,000 and \$7,000 annually in alcohol license fees.

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

ATTACHMENTS:

1. TC Alcohol Sales Ordinance.Redline

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending the Town's Code of Ordinances, Chapter 14, "Zoning", Division 5, "Supplementary District Regulations", Section 14.02.252 "Sale of Alcoholic Beverages" to update requirements for the sale of Alcohol in the Town.

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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, CHAPTER 14 "ZONING," DIVISION 5, "SUPPLEMENTARY DISTRICT REGULATIONS," SECTION 14.02.252 "SALE OF ALCOHOLIC BEVERAGES" TO UPDATE REQUIREMENTS FOR THE SALE OF ALCOHOL IN THE TOWN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to regulate land use, and property development within the Town for the public health, safety, and general welfare; and

WHEREAS, the Town Council has previously adopted regulations governing the permitting and sale of alcoholic beverages in the Town; and

WHEREAS, the Town Council desires to update the Town's regulation of alcohol sales for clarity and in order to comply with changes in State law since their adoption; and

WHEREAS, after public notice was given in compliance with State law and a public hearing was conducted, and after considering the information submitted at the public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended to the Town Council the adoption of this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council on [REDACTED] at which the Town Council considered the information submitted at the public hearing and all other relevant information and materials.

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

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.

The Code of Ordinances, Town of Trophy Club, Texas, Chapter 14 "Zoning," Division 5, "Supplementary District Regulations," Section 14.02.252 "Sale of alcoholic beverages" is hereby amended in its entirety to read as follows:

"§ 14.02.252 **Sale of alcoholic beverages.**

(a) Definitions. For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Alcoholic beverage. Alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Applicant. A person who submits or files an original or renewal application with the ~~town~~Town, the county judge, or the Texas Alcoholic Beverage Commission, for a license or permit.

Bar/tavern. An establishment that derives ~~75~~seventy-five percent (75%) or more of the establishment's gross revenue from the on-premises sale of alcoholic beverages.

Beer. A malt beverage containing one-half of one percent or more of alcohol by volume and not more than four percent (4%) of alcohol by weight, and does not include a beverage designated by label or otherwise by a name other than beer.

Commission. The Texas Alcoholic Beverage Commission.

Licensee. A person who is the holder of a license provided in the Texas Alcoholic Beverage Code, as amended, or any agent, ~~servant~~, or employee of that person.

Liquor. Any alcoholic beverage containing alcohol in excess of four percent (4%) by weight, unless otherwise indicated. Proof that an alcoholic beverage is alcohol, spirits of wine, whiskey, liquor, wine, brandy, gin, rum, ale, malt liquor, tequila, mescal, habanero or barreteago, is *prima facie* evidence that it is liquor.

Liquor (package) store. A business that sells alcoholic beverages, including liquor as defined herein, for consumption off-premises. For the purposes of this section, the term "liquor store" shall exclude grocery stores or convenience stores in which

beer and/or wine is offered for sale as a minor part of an overall larger inventory of goods. It shall also exclude a restaurant that is otherwise operating in accordance with its approved liquor license and all other provisions of this section.

Mixed beverage. One or more servings of a beverage composed in whole or part of an alcoholic beverage in a sealed or unsealed container of any legal size for consumption on the premises where served or sold by the holder of a mixed beverage permit, the holder of a daily temporary mixed beverage permit, the holder of a caterer's permit, the holder of a mixed beverage late hours permit, the holder of a private club registration permit, or the holder of a private club late hours permit.

Off-premises. Refers to the site of consumption rather than the site of sale, and refers to the sale of alcoholic beverages for off-premises consumption.

On-premises. Refers to the site of consumption rather than the site of sale, and refers to the sale of alcoholic beverages for on-premises consumption.

Permittee. A person who is the holder of a permit provided for in the Texas Alcoholic Beverage Code, as amended, or an agent, servant, or employee of that person.

Person. A natural person or association of natural persons, trustee, receiver, partnership, corporation, organization, or the manager, agent, servant, or employee of any of them.

Premises. The grounds and all buildings, vehicles, and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the same person.

Private school. A school maintained by private individuals, religious organizations, or corporations, not at public expense, and open only to pupils selected and admitted by the proprietors or governors, or to pupils of a certain religion or possessing certain qualifications, and generally supported, in part at least, by tuition, fees, or charges.

Public school. A school established under the laws of the ~~state~~State (and usually regulated in matters of detail by local authorities), in the various districts, counties, or towns, maintained at the public expense by taxation, and open, usually without charge, to the children of all the residents of the city, town or other district. Schools belonging to the public and established and conducted under public authority.

Restaurant or cafe. An establishment building or portion of a building, where the primary business is the on-premises sale of prepared food, with adequate facilities for the preparation of the food to be sold, the adequacy of said kitchen facilities to be based upon the seating capacity of the restaurant and the type of menu offered. Said establishment may serve alcohol with a valid ~~Texas Alcoholic Beverage~~

Commission License as long as the establishment derives less than ~~75~~seventy-five percent (75%) of its gross ~~revenues~~revenue from alcohol sales, and includes all indoor and outdoor seating areas, kitchen, bar area, restrooms and lobby.

Wine and vinous liquor. The product obtained from the alcoholic fermentation of juice of sound ripe grapes, fruits, berries, or honey, ~~and~~. This definition includes wine coolers.

~~(b)~~ (b) Prohibited sales. The sale of alcoholic beverages is not allowed in areas zoned for residential use, including but not limited to ~~PD~~-planned development districts approved exclusively for residential uses. Except as otherwise specifically allowed by the ~~Texas Alcoholic Beverage~~ Commission, or as otherwise provided herein, no alcoholic beverages may be sold within three hundred feet (300') of a church, public school or private school, or public hospital. Measurement of such distance shall be in accordance with the terms of this section and the Texas Alcoholic Beverage Code, as amended.

~~(c) Permits.~~

Fees established. ~~The (c) Permit required and annual permit fee established.~~

~~(1)~~ 1. It shall be unlawful for issuing a license or permit any person to operate, conduct, and maintain a business establishment selling manufacture, distill, brew, import, transport, store for purposes of sale, distribute, or sell any beer, wine or other alcoholic beverages in the town is: beverage within the Town without first paying the appropriate permit fee and obtaining a permit from the Town to sell alcoholic beverages at a specific location.

~~For stores with beer and wine sales for off-premises consumption only, and 2.~~
The permit fee shall be equal to one-half of the fee charged by the State of Texas, as amended, for the particular license issued by the Commission, except as specifically exempted herein, for locations with mixed beverage when said fee is waived according to the provisions of the Texas Alcoholic Beverage Code.

~~(A)~~ 3. The permit fee shall be collected on the same cycle as the State permits, or licenses are issued or renewed by the Commission. All permit holder fees required pursuant to this section shall pay a fee equal to one-half (1/2) of be paid in advance to the state fee Town for such license and permit in effect two (2) years at the time of the initial permit application or renewal for the annual permit, as applicable. Such fee shall be in addition to any applicable fee for a food and beverage certificate State permit or license with the Commission. However, a mixed beverage permit fee shall not be collected during the three (3) year period following issuance of the State permit. The Town shall collect the mixed beverage permit fee in the beginning of the second year of the first renewal of the permit and the permit

fee shall be paid in advance to the Town for one (1) year for the second year of the first renewal only. The mixed beverage permit fee shall be collected for a two (2) year period each renewal thereafter. Further, permittees or licensees who have been issued a two (2) year permit or license by the Commission in 2023 shall be billed by the Town annually in 2024 and the Town will begin collecting the permit fee for two (2) years at a time in advance beginning with the renewal of the license or permit in 2025.

~~(B) Exemption. A mixed beverage permit is exempt from the payment of the fee imposed by this subsection during the three-year period following the issuance of the permit as specified in the Texas Alcoholic Beverage Code.~~

~~(C) Payment of fees.~~

~~(i) Term. The permit fee shall be collected when the application for such permit is submitted. This permit shall be valid only for one year (365 days) from the date of its issuance, and if issued during the calendar year, the fee shall be collected in full without reduction and shall be renewed by the applicant annually thereafter during the time that such applicant is engaged in the business of selling alcoholic beverages within the town. Permit applications shall be filed with the planning and zoning coordinator.~~

4. Permit applications shall be submitted to the Director of Community Development, or the Director of Community Development's designee.

~~(d)~~ (d) Zoning compliance required. No permit shall be granted under the terms of this section unless the location at which the business is sought to be established and maintained is a permitted use under the comprehensive zoning ordinance of the ~~town~~Town as of or after the effective date thereof.

~~(e)~~ (e) Business hours. It is unlawful for any person to sell, offer for sale, or deliver any beer, wine, or liquor, except within those hours as prescribed in the Texas Alcoholic Beverage Code, as amended, including but not limited to chapter 105 of the Texas Alcoholic Beverage Code, as amended.

~~(f)~~ (f) Specific use permit ~~("SUP")~~.

~~(1)~~ (1) SUP required. Except as specifically provided herein, no persons shall manufacture, sell, offer for sale, distribute or engage in any other activity for which a permit or license is required by the Texas Alcoholic Beverage Code within the ~~town~~Town without first obtaining a ~~specific use permit~~SUP to do so from the ~~town~~Town. All of the provisions of the ~~specific use permit~~SUP procedure shall apply ~~as perin accordance with the town's~~Town's comprehensive zoning ordinance, as amended. In the event of a conflict between the general regulations governing ~~specific use permits~~SUPs and the provisions contained in this section, the provisions of

this section shall control.

- (2) (2) SUP application. In order for a person to engage in the sale of alcoholic beverages, a formal application for a SUP shall be filed with the ~~planning and zoning coordinator~~Director of Community Development, or the Director of Community Development's designee, with the appropriate fee established by the ~~town~~Town. The ~~planning and zoning coordinator~~Director of Community Development, or the Director of Community Development's designee, shall process the application by submitting to the planning and zoning commission for ~~their~~its review and recommendation to the ~~town council~~Town Council for approval or disapproval. The ~~town council~~Town Council will consider and approve or disapprove the granting of a SUP for the sale of alcoholic beverages.
- (3) (3) Compliance required. Compliance with ~~town~~Town codes and ordinances is required for on-premises sale and consumption of alcoholic beverages as follows:
- (A) (A) Alcoholic beverage sales for off-premises consumption (beer ~~&and~~ wine only). A building utilized for the retail sale of beer and/or wine for ~~off-premises~~off-premises consumption only shall be inspected and shall comply with all applicable local regulations, including but not limited to building codes, fire codes, plumbing codes, electrical codes and ordinances.
- (B) (B) Alcoholic beverage sales for off-premises consumption - liquor (package) store. The following provisions shall be required for liquor (package) stores:
- (i) (i) A liquor (package) store shall not have walk-up window access, and shall not have drive-through or drive-up access.
- (ii) (ii) A liquor (package) store shall operate ~~in~~on premises that are not physically completely separate from any other business and the exterior design of the store shall show evidence of coordination with contextual influences of neighboring properties ~~in~~with regard to building setbacks, orientation, and relationship of structures to each other and to the street. The layout of the site shall respect and build upon the arrangement of buildings, open spaces and landscape elements of adjacent sites.
- (C) (C) Alcoholic beverage sales for on-premises consumption in conjunction with a restaurant use. A restaurant utilized for the retail sale of alcoholic beverages for on-premises consumption shall be inspected and shall comply with all applicable local regulations,

including but not limited to building codes, fire codes, plumbing codes, electrical codes and ordinances.

~~(D)~~ (D) Alcoholic beverages for on-premises consumption - bar or tavern. A bar or tavern shall be inspected and shall comply with all applicable local regulations, including but not limited to building codes, fire codes, plumbing codes, electrical codes and ordinances. The following additional provisions shall be required for bars or taverns:

~~(i)~~ (i) A bar or tavern shall not be located closer than three hundred (300) feet to any property used exclusively for religious or educational purposes. The method of measurement shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections. A hotel shall not be considered a residential use for the purpose of this section.

~~(ii)~~ (ii) The ~~town council~~ Town Council shall have full discretion to approve or deny ~~an~~ a SUP application for a bar or tavern and may impose any reasonable condition deemed necessary by the ~~council~~ Town Council, including ~~SUP~~ expiration provisions, business name and signage, and change of ownership requirements to ensure community health, safety and welfare in approving a bar or tavern.

~~(E)~~ (E) Procedures prior to issuance of permit. Before any certification from the ~~Texas Alcoholic Beverage~~ Commission or other documentation of approval is signed by the ~~town~~ Town representative, such certificate or documentation shall be submitted to the ~~planning and zoning coordinator~~ Director of Community Development, or the Director of Community Development's designee to assure:

~~(i)~~ (i) That the application complies with all provisions of this section and all applicable ordinances;

~~(ii)~~ (ii) That a SUP application is officially filed with the payment of applicable fees; and

~~(iii)~~ That proof is submitted that a representative of the Texas Alcoholic Beverage Commission has approved the submittal of an application for license; and

~~(iv)~~ (iii) That the chief of police/director of public safety has reviewed the SUP application.

- (4) ~~(4)~~ Additional development conditions/waivers. The ~~council~~Town Council may attach additional development conditions, or grant specific waivers to applicable code requirements, to the ~~specific-use permit~~SUP that the ~~council~~Council, in its discretion, determines are appropriate for buffering, safety, security, and compatibility for and to adjacent properties.
- (5) ~~(5)~~ Criteria and processing of SUP. The following general conditions apply to all ~~specific-use permits (SUP)~~SUPs allowing the sale of any alcoholic beverages:
- (A) ~~(A)~~ The applicant must design and operate the establishment for which ~~an~~a SUP is sought in such a manner that the proposed use or actual use of the premises shall not substantially increase traffic congestion or create overcrowding in the establishment or in the ~~immediately~~immediate surrounding area.
- (B) ~~(B)~~ The applicant must comply with applicable licensing and permit provisions of the Texas Alcoholic Beverage Code, as amended from the date of the issuance of the SUP by the ~~town~~councilTown.
- (C) ~~(C)~~ As required, the applicant shall bear the burden of showing that the establishment does not exceed the limitation on gross receipts from the sales of alcoholic beverages applicable to its license and SUP. The applicant shall maintain accounting records of the sources of its gross revenue and allow the ~~town~~Town to inspect such records during reasonable business hours.
- (D) ~~(D)~~ The applicant shall demonstrate that the granting of the SUP would not be detrimental to the public health, safety and/or welfare of the citizens of the ~~town~~Town.
- (E) ~~(E)~~ The applicant shall, at all times, provide an adequate number of employees for security purposes to adequately control the establishment premises to prevent incidents of drunkenness, disorderly conduct, and raucous behavior. The applicant shall consult with the chief of police/director of public safety
_who shall act in an advisory capacity to determine the number of qualified employees necessary to meet his/her obligation hereunder.
- (F) ~~(F)~~ The establishment shall provide adequate parking spaces to accommodate its employees and patrons. ~~Provided~~ provided, however, that the number of parking spaces shall never be less than those required for similar uses in that zoning district where the establishment is located.

- (G) (G) The applicant shall operate the establishment in such a manner as to prevent excessive noise, dirt, litter and odors in the establishment and in the surrounding area, and shall operate the establishment in such a manner as to minimize disturbance to surrounding property owners and in compliance with all applicable ~~town~~Town ordinances and ~~state~~State laws.
- (H) (H) Unless specified as a condition of approval by the ~~town council~~Town Council for ~~ana~~ SUP, a ~~specific-use permit~~SUP issued for any alcoholic beverage sales under this section shall automatically expire upon a change in use of the property, change of ownership ~~to~~of the property and/or business, and/or upon the revocation, termination or expiration of the certificate of occupancy.
- (I) (I) All ~~specific-use permits~~SUPs issued under this section shall be further conditioned that the same may be discontinued if the use for which the SUP was granted ceases to be operated at the permitted location for a minimum period of six (6) continuous months, or as otherwise provided for the revocation of SUPs, as outlined in the comprehensive zoning ordinance, as amended.
- (6) (6) Denial of SUP. The ~~town council~~Town Council may deny ~~ana~~ SUP if it affirmatively determines that the issuance of such SUP:
- (A) Is incompatible with the surrounding uses or property; or
 - (B) (B) Is detrimental or offensive to the neighborhood or contrary to the health, safety, and general welfare of the ~~town~~Town and its inhabitants; or
 - (C) (C) Is found to be in noncompliance with any ~~town~~Town ordinances, including without limitation failure to comply with any one or more of the provisions of this section.
- (g) (g) Methods for determining distance measurement.
- (1) (1) Church or public hospital. The measurement of the distance between the place of business where alcoholic beverages are sold and a church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in a direct line across intersections.
 - (2) (2) Public or private school. The measurement of distance between the place of business where alcoholic beverages are sold and a public or private school shall be:

- ~~(A)~~ (A) In a direct line from the property line of the public or private school to the property line of the place of business, and in a direct line across intersections; or
- ~~(B)~~ (B) If the permit or license holder is located on or above the fifth (5th) story of a multistory building, in a direct line from the property line of the public or private school to the property line of the place of business, in a direct line across intersections, and vertically up the building at the property line to the base of the floor on which the permit or license holder is located.
- ~~(h)~~ (h) Exception to distance requirements. Upon receipt of a written request by an applicant, the planning and zoning commission will consider and make a recommendation to the ~~town council~~ Town Council to consider an exception to reduce the distance requirement contained in this section and the ~~town council~~ Town Council shall take final action on such recommendation based upon the criteria specified herein below:
- ~~(1)~~ (1) A planning and zoning commission recommendation to reduce the distance requirement and final action of the ~~town council~~ Town Council to allow such reduction shall be based upon the following: The ~~town council~~ Town Council may allow an exception upon proof by the applicant that ~~he/she~~ the applicant meets all of the following criteria: (I) documented approval from surrounding property owners within the distance requirements for which the exception is sought; (II) proof of preliminary approval from the ~~Texas Alcoholic Beverage~~ Commission; (III) a determination by ~~council~~ the Town Council that the enforcement of the regulations in a particular instance is not in the best interest of the public; and (IV) after consideration of the health, safety and welfare of the public and the equities of such regulation, the ~~council~~ Town Council determines that the exception is in the best interest of the community.
- ~~(2)~~ (2) The ~~town council~~ Town Council shall have the authority to grant an exception under this section for temporary special events after review and recommendation by the planning and zoning commission. For such events, both the planning and zoning commission and the ~~town council~~ Town Council shall consider: all of the following: (I) hours of the event; (II) impact on surrounding area; (III) estimated number of participants; (IV) personal and property security; and (V) duration and other health, safety and welfare considerations as deemed appropriate and necessary by the ~~town council~~ Town Council.
- ~~(3)~~ (3) No exception may be granted hereunder except after a public hearing for which notice has been given to owners of real property within 300 feet (or 1,000 feet if applicable) of the location of the proposed business

or of the proposed location for temporary special event. Such notice must be given not less than ten (10) days before the date set for hearing.

(i) ~~Specific use permits~~(i) SUPs and applications in existence as of October 11, 2016. Any existing SUP for the sale of alcoholic beverages for on-premises consumption for which the SUP was either issued, or for which an application was received, prior to October 11, 2016 and said SUP has not expired, or said application has not been approved by the ~~town council~~Town Council, said establishment shall not sell alcoholic beverages such that the gross receipts from alcohol sales exceed ~~50~~fifty percent ~~(50%)~~(50%) of all gross receipts from all sales by the establishment. A new SUP must be granted by the ~~town council~~Town Council in compliance with the requirements of this section in order to increase any ~~alcohol-to-alcohol-to~~alcohol-to-food-sales ratio for on-premises alcohol sales for any existing establishment and for any unapproved SUP where an active application has been submitted.

(j) (i) Possession or consumption prohibited in certain areas.

(1) (1) Athletic fields, parks, or public areas. It shall be unlawful for any person to possess an open alcoholic beverage container or consume any alcoholic beverage in any ~~town~~Town-owned or controlled athletic field, and all parking lots servicing such athletic fields except as specifically approved by the ~~town council~~Town Council, ordinance, or ~~town council~~Town Council approved policy which governs such conduct. It shall be unlawful for any person to possess an open alcoholic beverage container or consume any alcoholic beverage, as defined by the Texas Alcoholic Beverage Code, in any ~~town~~Town-owned or controlled park, including reserved area(s) within any park, playground, recreation center or any other area in the ~~town~~Town-owned or used by the ~~town~~Town and devoted to active or passive recreation, including all planted expressways, all parking lots servicing parks and public areas, parkways, triangles, and traffic islands maintained by the ~~town~~Town except as specifically approved by the ~~town council~~Town Council, ordinance, or ~~town council~~Town Council approved policy which governs such conduct, or the approval of the ~~town manager~~Town Manager or ~~his~~the Town Manager's designee, through the special event review committee process.

(2) (2) Schools and school activities. It shall be unlawful for any person to possess an open container or consume any alcoholic beverage on a public street, public alley, or public sidewalk within one thousand (1,000) feet of the property line of a facility that is a public or private school, including a parochial school, that provides all or any part of pre-kindergarten through twelfth grade in the buildings or on the grounds of any public school in the ~~town~~Town limits or at any school-related activity conducted within the ~~town~~Town limits.”

(2)

SECTION 3. CUMULATIVE

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

SECTION 4. SAVINGS

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of any other ordinance affecting the subject matter of this Ordinance within the Town which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 5. SEVERABILITY

The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6. PENALTY

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

SECTION 7. PUBLICATION

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

**SECTION 8.
EFFECTIVE DATE**

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this __ day of ____ 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with John R. McAdams Company for the design, construction bid, and construction administration of the Trophy Club Dedicated Pickleball Courts Project in a not-to-exceed amount of \$147,000.
(Chase Ellis, Parks & Recreation Director)

BACKGROUND/SUMMARY: Over the past two years, the Trophy Club community has engaged in discussions and preliminary designs for the development of dedicated pickleball courts. This initiative aims to meet the growing demand for recreational facilities tailored to residents' needs. To advance the project, a competitive Request for Qualifications (RFQ) was issued to identify and engage a qualified firm for the schematic layout and design options as well as the completion of design drawings, construction bid services, and construction management services. The Town received five submissions from qualified firms and evaluated each proposal with a review team comprised of three staff members and two members of the Parks & Recreation Board Parks Improvement Subcommittee. Based on scores and interviews, the review team recommends John R. McAdams Company ("McAdams") as the highest scoring firm to provide the requested services to the Town of Trophy Club.

BOARD REVIEW/CITIZEN FEEDBACK: The Parks & Recreation Board supports the process of identifying a qualified firm to assist with schematic layout and design options as well as the completion of design drawings, construction bid services, and construction management services to further the Town's pickleball project.

FISCAL IMPACT: The total amount dedicated to the pickleball project in FY 2024 is \$1.3 million, which is included within the Capital Improvement Projects Fund. McAdams has submitted a proposal with a fee that will not exceed \$147,000.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Dedicated Pickleball Courts - Proposal Fee NTE Letter
2. Trophy Club Pickleball Courts - McAdams Presentation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with John R. McAdams Company for the design,

construction bid, and construction administration of the Trophy Club Dedicated Pickleball Courts Project in a not-to-exceed amount of \$147,000.

17 April, 2024

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

RE: Trophy Club Dedicated Pickleball Courts
RFQ No. PR2024-01

Dear Mr. Ellis,

We are pleased to offer this proposal of a Not to Exceed amount for the Town of Trophy Club Dedicated Pickleball Courts Project. The current proposed sites include Harmony Park, Independence Park and the tract east of Town Hall. The proposed project scope is planned to include a minimum of 4 and maximum of 8 pickleball courts, with the required improvements to support the courts.

We propose the following Not to Exceed amount for the scope described above:

Selection of the Harmony or Independence Park

FEE: \$147,000 (not to exceed)

As detailed in the request for qualifications and McAdams' proposal to RFQ No. PR2024-01, McAdams will complete facilities programming; conceptual / schematic design; design development; construction documentation; construction bid and award support; and construction administration services. Please note that this is a not to exceed amount and will be negotiated with the Town upon notice to proceed with a final Professional Services Agreement.

Pending Selection of the Town Hall Site

FEE: TBD per Change Order

Due to the required addition of a restroom facility, full parking requirements, entry drive and connection to an existing street, extension of water and sewer connections, electrical drop and connection, stormwater calculations for the entire site, zoning and/or full site plan submittals and other incidental cost not identified at this time then the Town Hall site, if selected will require additional design and construction fees.

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Schedule to be mutually agreed upon between Owner and Firm.

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Megan Hatcher, RLA
Team Leader, Planning + Design



Dedicated Pickleball Courts

Town of Trophy Club

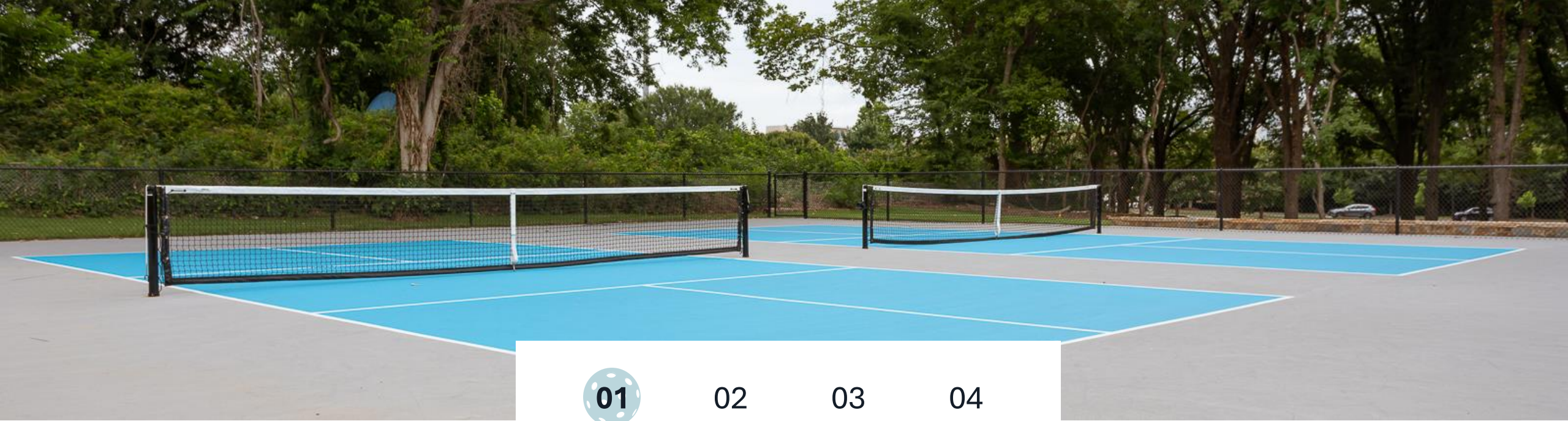


Agenda

- | **Pickler Introductions:** Meet the Team
- | **Kamikaze:** Proximity + Familiarity
- | **Kitchen:** Experience
- | **Stacking:** Approach



Creating meaningful Experiences
through inspired design



Pickler Introductions: Team

A pickleball addict, someone who can't put the pickleball paddle down!

Meet the Interview Picklers

McAdams



Megan Hatcher

RLA

Team Leader, Landscape Architecture /
Project Manager



Ron Stewart

RLA

Senior Landscape Architect /
Deputy Project Manager



Jameson Pinson

RLA

Director, Landscape Architecture /
Principal-in-Charge



Justin Lansdowne

PE

Senior Project Manager /
Principal Engineer



About McAdams

About Us

Cultivating planning, design and engineering expertise since 1979.

Our Services

- | Civil Engineering
- | Transportation
- | Stormwater
- | Stream + Wetland Design
- | Geomatics
- | Land Planning
- | Urban Planning + Design
- | Landscape Architecture
- | Construction Administration
- | Grant Funding Advisory Services
- | Visualizations

450+ Employees

- | 175+ Professional Engineers / Designers
- | 26 Registered Landscape Architects
- | 11 Certified Planners
- | 19 Professional Land Surveyors
- | 10 LEED® Certified Professionals
- | 7 Certified Floodplain Managers
- | 2 Certified Floodplain Surveyors
- | 1 Certified Arborist
- | 1 Certified Professional in Erosion + Sediment Control



About Our DFW Metro

Years Established

33

Locations

Roanoke
Lewisville

Employees

72

Pickler Partnerships

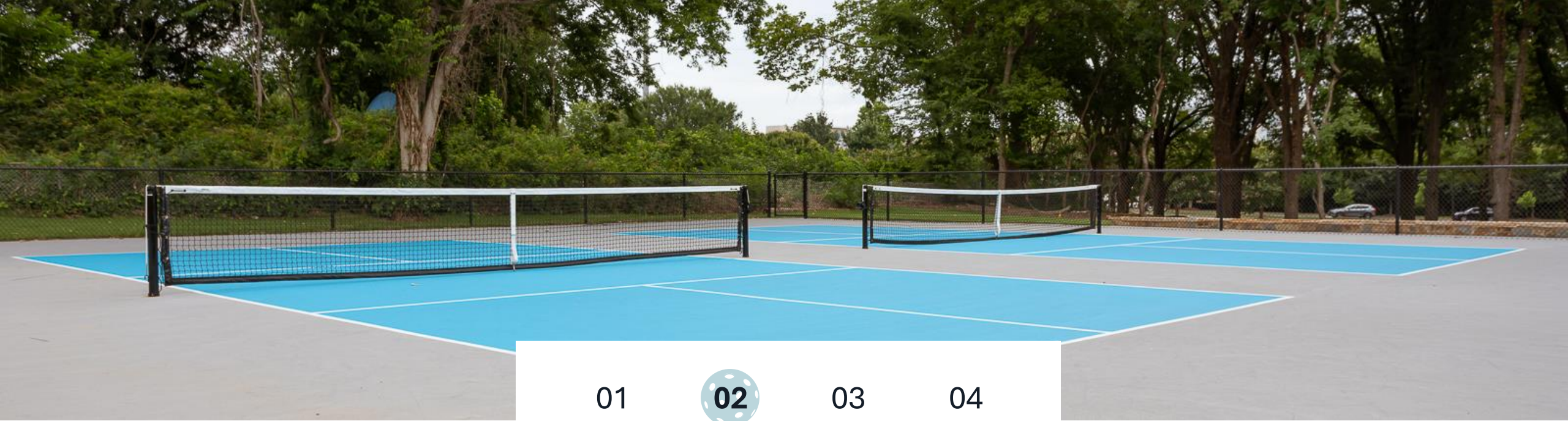


- | Project Management
- | Public Engagement
- | Landscape Architecture
- | Civil Engineering
- | Visualization
- | Design
- | Construction Administration

SUBCONSULTANTS



- | ALA
 - Lighting Services
- | UES
 - Geotechnical Engineering Services
- | Worth Engineering
 - Mechanical, Electrical + Plumbing Services
- | Falkofske
 - Structural Engineering Services
- | Wright Group
 - Architectural Services



Kamikaze: Proximity + Familiarity

A player who storms the NVZ line at speed while their opponent strikes the ball.

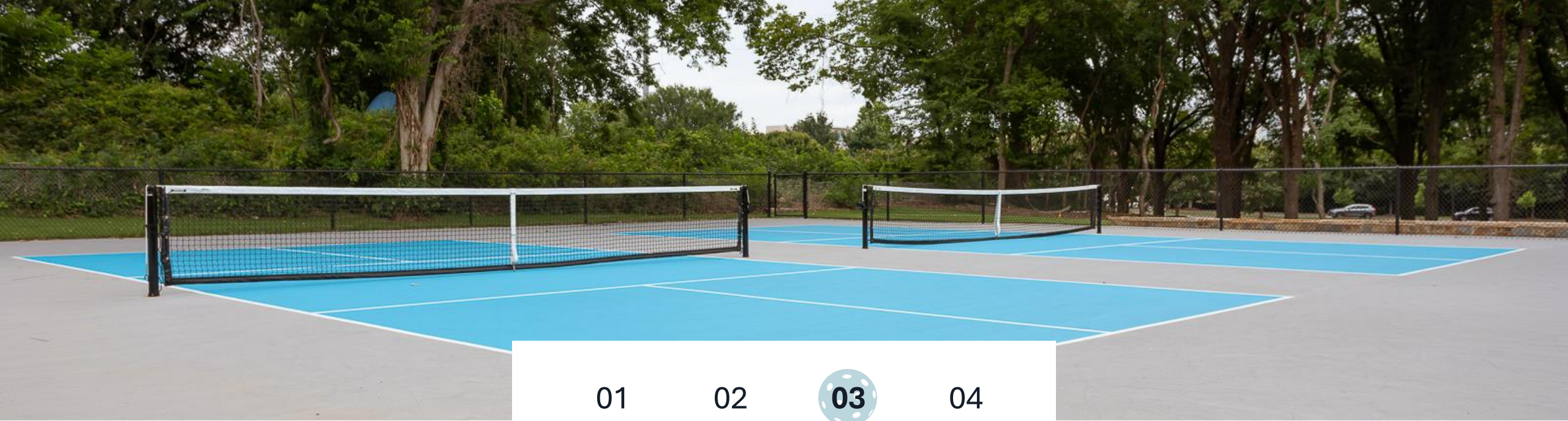
Kamikaze: Proximity + Familiarity

McAdams has worked in the north Texas community for 33 years. Our mission is to bring thoughtfulness to every detail in advancing our clients toward their vision and improving our communities.

- | Proximity to the office
- | Familiar with community
- | Familiar with the Town's park system
- | Familiar with the game



McAdams Picklers



Kitchen: Experience

A slang term for the Non-volley Zone.

Kitchen: Experience

RELATED PROJECTS

The McAdams team has completed numerous successful municipal including parking lots, plazas, athletic facilities, stormwater facilities and utility improvements.

- | Hebron High School Tennis Courts
- | Marcus High School Tennis Courts
- | Marcus High School Football Field
- | Flower Mound High School Tennis Courts
- | Lewisville High School Tennis Courts



Hebron High School
Carrollton, TX



Flower Mound High School
Flower Mound, TX



Marcus High School
Flower Mound, TX

Kitchen: Experience

RELATED PROJECTS

The McAdams team understands parks and recreation environments, long-term life cycle operation and maintenance issues.

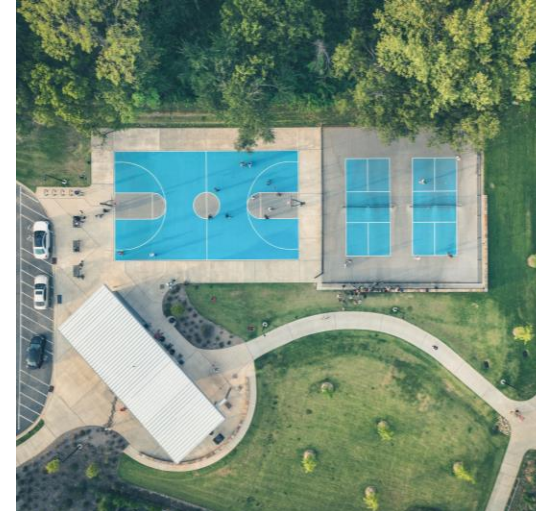
- | Ladera Communities
- | Briercliff Park
- | Southwest Community Park
- | Pearl Street Park



Briercliff Park
Denton, TX



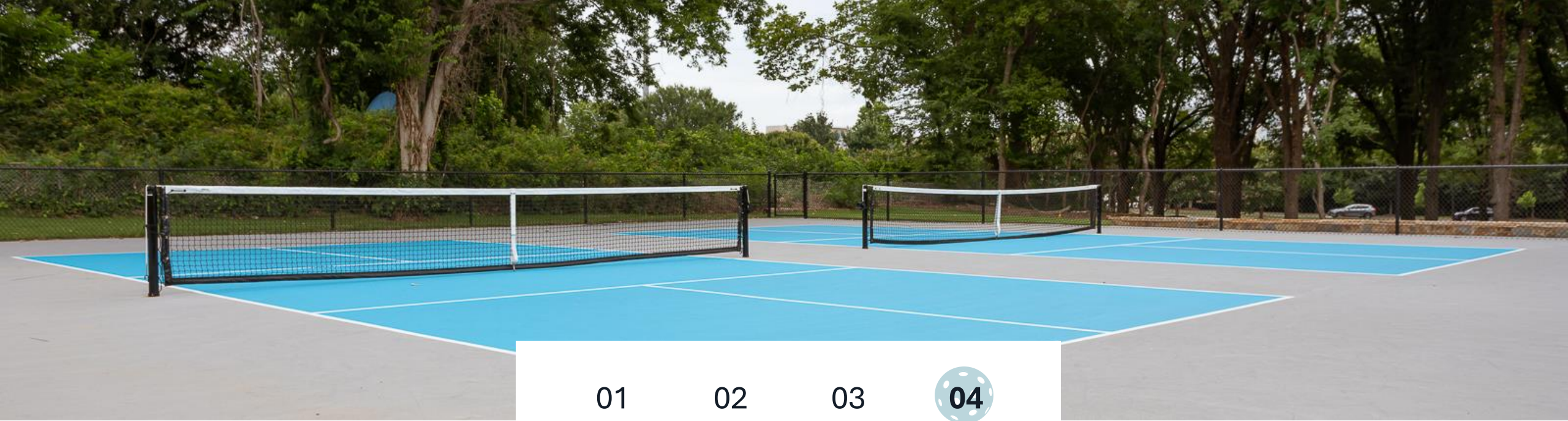
Ladera at Tavolo Park
Fort Worth, TX



Pearl Street Park
Charlotte, NC



Ladera at the Reserve
Mansfield, TX



Stacking: Approach

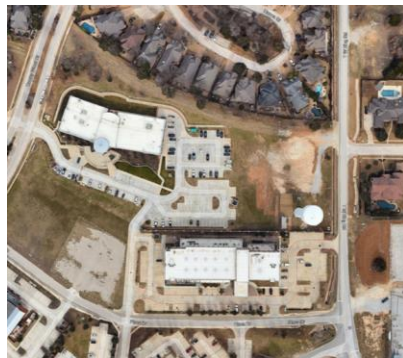
A strategic formation where you place the stronger shot of each player in the middle. Often used in mixed doubles or if partners are right and left-handed.

Listen + Learn

- | Project kick-off
- | Site walk with Town staff
- | Document review
- | Develop public engagement plan
- | Project schedule + management plan
- | Summary of existing document review



Evaluate

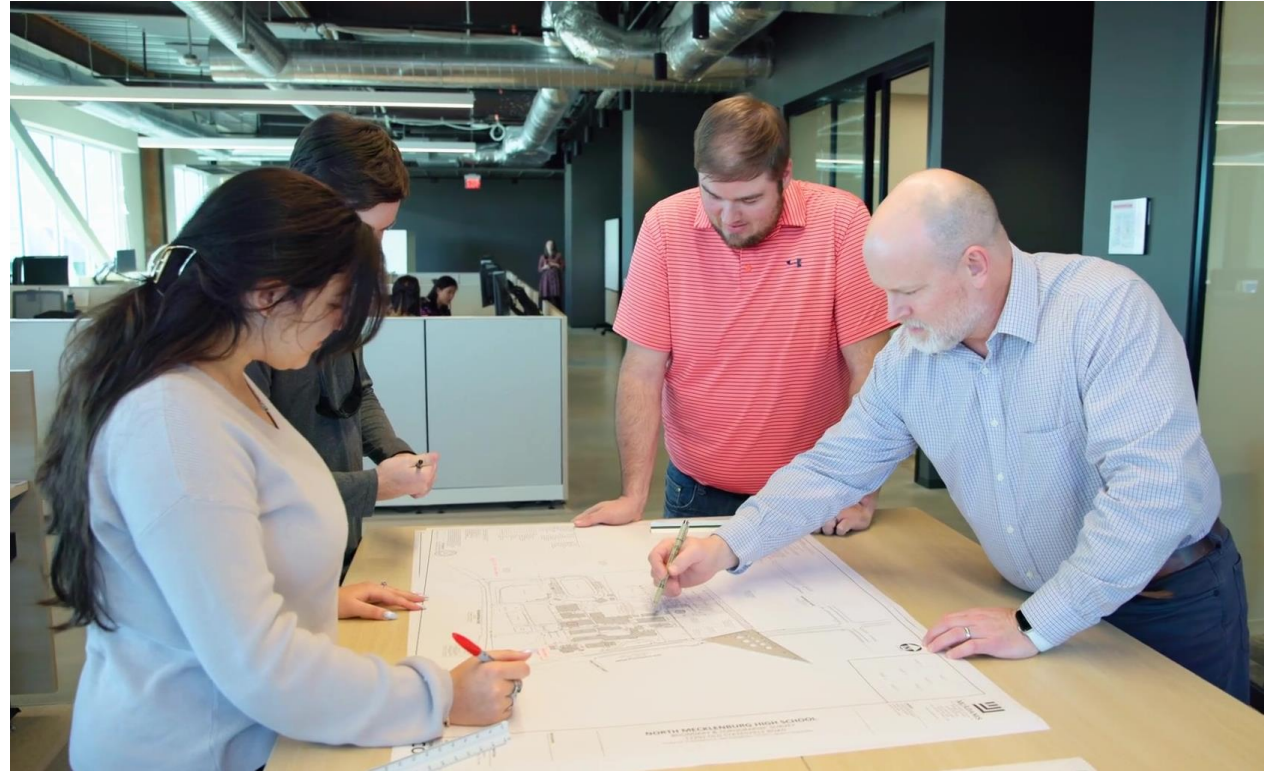


- | Site investigations
- | Boundary + topographic survey
- | Regulatory review
- | Review + evaluate various proposed tracts



Design

- | Process input from stakeholders
- | Confirm program
- | Explore + develop concept design(s)
- | Pickleball court design
- | Preliminary engineering
- | Architecture planning
- | Finalize single concept
- | Renderings + animations
- | Conceptual cost estimate



Execute



- | SD + DD + CD
- | 100% bid drawings + specifications
- | Cost estimating (all major milestones)
- | Value engineer (as required)
- | Constructability review
- | Permitting
- | Town site permit review
- | Town building permit
- | TCEQ erosion control
- | SD, DD and CD's with cost estimates
- | 100% bid set + project manual
- | Required permits

Deliver



BID PHASE SERVICES

- | Distribute bid docs
- | Pre-bid conference
- | RFI responses
- | Bid opening
- | Certify bid tabs + rec. of award



CONSTRUCTION PHASE

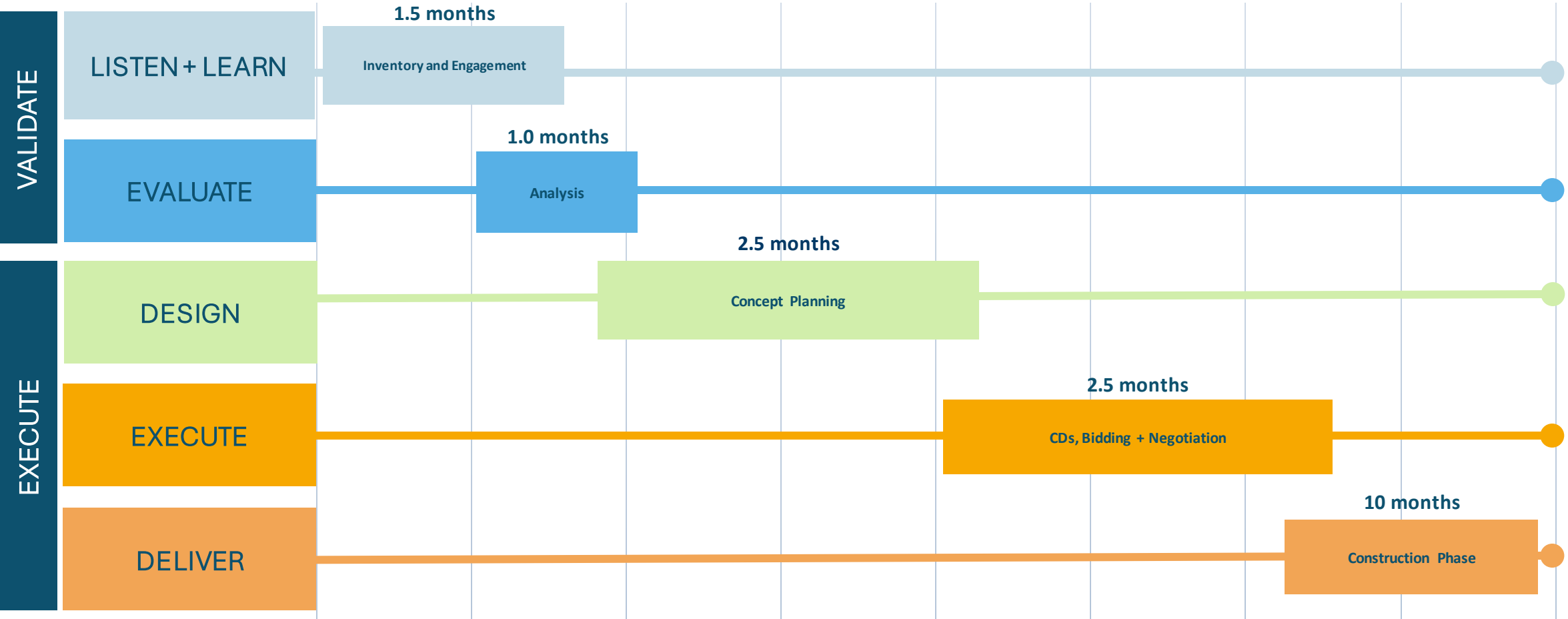
- | Pre-con conference
- | Regular progress meetings
- | RFI responses + approve submittals
- | Prepare change orders
- | Review/approve pay applications
- | Construction observation
- | Final punch list + inspections
- | Closeout documents
- | Issue certificates for final completion + payment

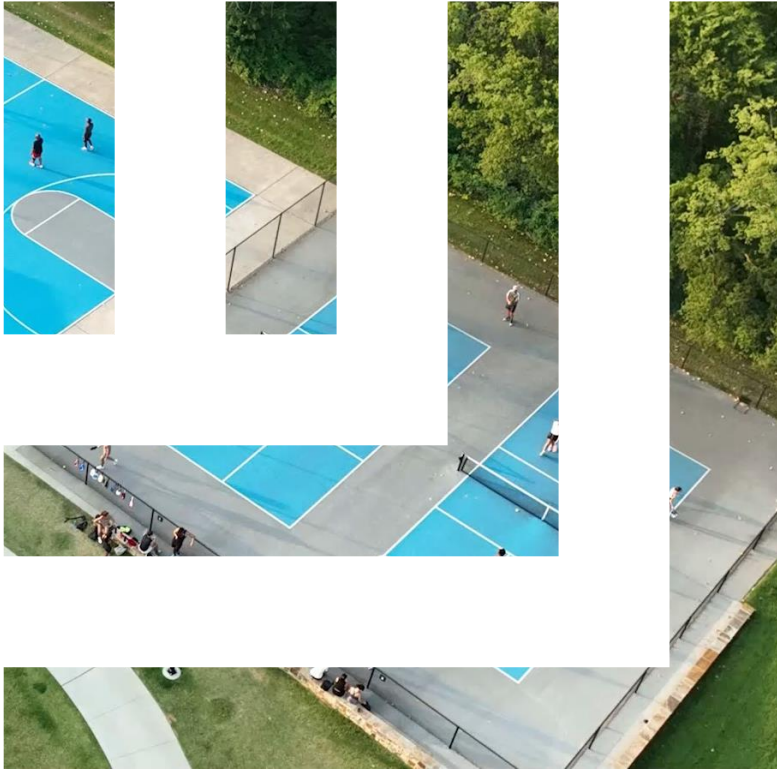


REVIEWS + APPROVALS

- | Meeting + progress schedules
- | Cert. bid tab + award rec.
- | Progress meeting minutes
- | Field reports + punch lists
- | Project closeout documents
- | Certificates of final completion + payment
- | Other documentation

Schedule





Why McAdams is Your Golden Pickle!

When a team wins a game on its first serve, never allowing their opponent to serve.

With **McAdams** serving alongside the **Town of Trophy Club**, together we can **serve up a winning match** for the citizens of the Town.

mcadamsco.com

Our Qualifications



Deeply
Rooted in
Community



Translate Voices
into Visionary
Designs



Knowledge of
Trophy Club



Cultivate
Communities



Paddle Tap: Thank you!

Pickleball's version of a handshake at the conclusion of a game. Paddle taps are also used as a high five in between points.



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 22, 2024

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider a resolution repealing the existing Fund Balance Policy in its entirety and replacing it with the new Financial Reserves Policy. (April Duvall, Finance Director)

BACKGROUND/SUMMARY: The purpose of the Financial Reserves Policy is to maintain a prudent level of financial resources in Town funds as additional insurance against disasters, emergencies, and unforeseen expenditures within the Town. In addition, this policy is intended to document the appropriate unassigned fund balance reserve level to protect the Town's credit worthiness and provide adequate cash flow based upon the traditional operating cycle.

Recommended updates to the policy include modifying the General Fund unassigned reserves target to a range between a minimum of 30% and a maximum of 50% of operating expenditures in the General Fund, with a target amount for planning purposes of 45%. If the Town has reserves in excess of the maximum amount, the policy includes guidelines for responsibly spending down the fund balance. If the Town falls below the minimum reserve level specified in the policy, the Town Manager is required to present the Town Council with a Replenishment Plan that will restore unassigned reserves to comply with the policy.

The updates also include minimum liquidity levels across all fund types, known as Governmental Funds and Business-type Funds. Under these policies, the Town must maintain liquid assets such as current assets and cash and cash equivalents within desired levels compared to current liabilities in those funds. Ensuring minimum levels of liquidity across major fund types ensures that the Town has the necessary financial resources on hand to meet short-term obligations.

The proposed policy was reviewed with the Town Council at the April 8, 2024 Town Council Meeting. Following Council input, additional revisions were made to the policy resulting in the attached Financial Reserves Policy.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Financial Reserves Policy - 2011
2. FINANCIAL RESERVES POLICY - Resolution
3. General Fund Financial Reserves Policy - 2024 - FINAL
4. Financial Reserves Policy Presentation - 4.22.24

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution repealing the existing Fund Balance Policy in its entirety and replacing it with the new Financial Reserves Policy.

**TOWN OF TROPHY CLUB
RESOLUTION NO. 2011-23**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS ADOPTING A FUND BALANCE POLICY FOR THE TOWN IN ACCORDANCE WITH GOVERNMENT ACCOUNTING STANDARDS BOARD STATEMENT NO. 54 AS SET FORTH IN EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has reviewed the Fund Balance Policy for compliance with the Government Accounting Standards Board (GASB) Statement No. 54, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, upon consideration, the Town Council finds and determines it to be in the best interests of the Town to adopt the Fund Balance Policy set forth in Exhibit "A";

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

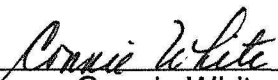
Section 1. That the Town Council has reviewed the attached Fund Balance Policy, which contains policies that the Council has determined to be beneficial to the Town.

Section 2. That the Town Council hereby adopts the Fund Balance Policy set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein in its entirety.

Section 3. That the Director of Finance is hereby designated as the Town's primary officer to perform the functions required by the attached Fund Balance Policy and is hereby authorized to do so.

Section 4. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 12th day of September, 2011.



Mayor, Connie White
Town of Trophy Club, Texas

ATTEST:

[SEAL]





Town Secretary, Shannon DePrater
Town of Trophy Club, Texas

APPROVED TO AS FORM:



Town Attorney, Patricia A. Adams
Town of Trophy Club, Texas



Town of Trophy Club, Texas Fund Balance Policy

Purpose

The purpose of this policy is to establish a key element of the financial stability of the Town by setting guidelines for fund balance. Unassigned fund balance is an important measure of economic stability. It is essential that the Town maintain adequate levels of unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance also provides cash flow liquidity for the Town's general operations.

Definitions

Fund Equity—A fund's equity is generally the difference between its assets and its liabilities.

Fund Balance—An accounting distinction is made between the portions of fund equity that spendable and nonspendable. These are broken up into five categories:

1. Nonspendable fund balance – includes amounts that are not in a spendable form or are required to be maintained intact. Examples are inventory or permanent funds.
2. Restricted fund balance – includes amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and child safety fees.
3. Committed fund balance – includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally.
4. Assigned fund balance – comprises amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
5. Unassigned fund balance – is the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

Policy

Committed Fund Balance

The Town Council is the Town's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Council at the Town's Council meeting.



The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The Town Council has authorized the Town's Financial Director as the official authorized to assign fund balance to a specific purpose as approved by this fund balance policy.

Minimum Unassigned Fund Balance

It is the goal of the Town to achieve and maintain an unassigned fund balance in the general fund equal to 30% of expenditures. The Town considers a balance of less than 15% to be cause for concern, barring unusual or deliberate circumstances.

If unassigned fund balance falls below the Town's desired goal, the Town will assess the severity of the issue and based on council direction will proceed with the following actions. Finance will review all assigned, committed, and reserved fund balances if feasible council/authorized official may convert these funds to unassigned. If this is not an option, council/authorized official will look to generate excess reserves to replenish these unassigned funds to maintain compliance with this policy. If the Town is unable to become compliant in the current year, the Town will look to replenish unreserved fund balance in the next budget cycle.

Order of Expenditure of Funds

When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds.



Town of Trophy Club

GASB Statement No. 54



Let's Review...

New Fund Balance Classifications:

- Nonspendable
- Restricted
- Committed
- Assigned
- Unassigned

Classifications – based on constraints on the purpose for which amounts can be spent



Nonspendable

Amounts cannot be spent because:

1. Not in spendable form (i.e. inventories, prepaids, long-term portion of loans receivable, property held for resale)
 - However, if the use of the proceeds from collections of the receivables or sale of property is committed, assigned, or restricted, then they should be reported in the appropriate category rather than nonspendable
2. Legally or contractually required to be maintained intact (i.e. corpus or principal of an permanent fund)



Restricted

Constraints placed on the use of resources either:

- Externally imposed by creditors (i.e. debt covenants), grantors, contributors, or laws or regulations of other governments....**Or**
- Imposed by law through constitutional provisions or enabling legislation – where authorization to raise revenues is conditioned upon the revenue being used for a particular purpose (legally enforceable)

*** Essentially the same definition as that used for restricted net assets under GASB 34**



Committed

- Amounts that can only be used for specific purposes that are imposed by formal action of the government's highest level of decision making authority
 - Committed amounts cannot be used for other purposes unless the specific use is changed or removed by the same action (i.e. – resolution, ordinance, etc) employed to commit the funds
 - Action must be taken no later than end of the reporting period (actual amount can be determined after year-end if formula-driven)

***(i.e. capital replacement reserves, “GASB”)**



Assigned

Constrained by the government's *intent* to use the funds for a particular purpose (not committed or restricted)

- Intent can be expressed by the governing body itself or a body (i.e. finance committee) or official to which the governing body has delegated the authority
- Never in excess of total fund balance less sum of nonspendable, restricted and committed components
- Similar to “designated” fund balance

***(i.e. grant funds, donations, etc.)**



Committed vs. Assigned

The primary differences are:

- The level at which action must be taken
 - Committed fund balance requires action by the highest level of decision-making authority; whereas fund balance can be “assigned” by authority delegated to another body/official
- The type of action required
 - Formal action is required for “committed” fund balance; whereas, the process to “assign” is much less formal



Unassigned

- Residual classification for the general fund
 - General fund is the only fund that should report a positive unassigned balance (because all other funds report positive fund balance as restricted, committed or assigned)
 - Deficit balance possible in any governmental fund

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING THE TOWN’S EXISTING POLICY TITLED “FUND BALANCE POLICY” IN ITS ENTIRETY AND REPLACING SAID POLICY WITH A NEW POLICY TITLED “FINANCIAL RESERVES POLICY” FOR THE TOWN IN ACCORDANCE WITH GOVERNMENT ACCOUNTING STANDARDS BOARD STATEMENT NO. 54 FUNDS FOR THE TOWN OF TROPHY CLUB; DESIGNATING THE TOWN’S FINANCE DIRECTOR AS THE OFFICIAL AUTHORIZED TO ASSIGN FUND BALANCES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town adopted the Fund Balance Policy on September 12, 2011, by Town Resolution No. 2011-23; and

WHEREAS, the Town Council seeks to repeal the Fund Balance Policy and replace it with the Financial Reserves Policy; and

WHEREAS, the Financial Reserves Policy is in compliance with Government Accounting Standards Board (GASB) Statement No. 54; and

WHEREAS, the Town Council reviewed and considered the Financial Reserves Policy on April 22, 2024; and

WHEREAS, the Town Council designates the Town’s Finance Director as the official authorized to assign fund balances for the specific purposes provided in the attached Financial Reserves Policy; and

WHEREAS, the Town Council hereby finds and determines it to be in the best interests of the public health, safety, and welfare of the Town’s residents and the general welfare to adopt Exhibit “A,” as the Financial Reserves Policy.

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

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

SECTION 2. The Town of Trophy Club’s Financial Reserves Policy, attached hereto and incorporated herein by reference as **Exhibit “A,”** having been reviewed by the Town Council and found to be acceptable and in the best interest of the Town and its citizens, is hereby in all things approved. The Town Manager and staff shall implement and execute the procedures and policies

adopted therein.

SECTION 3. A true and correct copy of the Town of Trophy Club Financial Reserves Policy, as adopted herein, shall be maintained by the Town Secretary's Office.

SECTION 4. The Town Finance Director is designated as the official authorized to assign fund balances for the specific purposes provided in the Financial Reserves Policy.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this the ____ day of April 2024.

Jeannette Tiffany,
Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

EXHIBIT “A”

FINANCIAL RESERVES POLICY

Town Council Policy	
Policy Number	TC - 003
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Finance
Resolution Number:	

A. GENERAL FUND FINANCIAL RESERVES POLICY

Section 1 – Purpose of the General Fund - Financial Reserves Policy

The purpose of the General Fund Financial Reserves Policy (the “Financial Reserves Policy”) of the Town of Trophy Club, Texas, is to maintain a prudent level of financial resources in the General Fund as additional insurance against disasters, emergencies, and unforeseen expenditures within the Town. In addition, this Financial Reserves Policy is intended to document the appropriate unassigned reserve level to protect the Town’s credit worthiness and provide adequate cash flow based upon the traditional operating cycle.

Section 2 – Delegation of Authority

The Town of Trophy Club Town Council is responsible for the approval of financial policies which establish and direct the operations of the Town of Trophy Club. The Town Manager is responsible for carrying out the policy directives of the Town Council and managing the day-to-day operations of the departments, including the Finance Department. This Financial Reserves Policy will be administered on behalf of the Town Manager by the Finance Director. The Town Council has authorized the Town’s Finance Director as the official authorized to assign fund balance to a specific purpose as approved by this Financial Reserves Policy.

Section 3 – Establishing the General Fund Policy

The Town is committed to maintaining an unassigned fund balance, as defined by standards established by the Governmental Accounting Standards Board (GASB), within the range of 30% to 50% of operating expenditures in the General Fund. This upper limit represents 180 days of cash flow. The Town’s specific target of unassigned fund balance for budgetary and planning purposes is set at 45% of operating expenditures in the General Fund. For the purposes of this Financial Reserves Policy, the General Fund refers to the General Fund for GAAP purposes.

The Town will measure its compliance with this Financial Reserves Policy on an annual basis during the budgeting process. During the course of the fiscal year, the Finance Department will monitor revenues and expenditures to ensure that projections remain consistent with this Financial Reserves Policy. Funding the unassigned reserve target will generally come from excess revenues over expenditures; unspent expenditures; or one-time, unappropriated revenues.

In the event that unassigned reserves exceed maximum balance requirements at the end of each fiscal year, excess reserves may be utilized in the following ways, as directed by the Town Manager and approved by the Town Council. Excess reserve options are presented in order of short-term, more immediate needs to long-term needs for capital and programming purposes that may reduce the Town’s reliance on future tax dollars to support one-time uses. The Town Council and staff may consider uses consistent with any of these options when determining the utilization of excess reserves.

1. One-time transfers to other funds, as appropriate, to offset year-end cash deficits (whether an ongoing deficit or annual deficit) within those funds.
2. Appropriated to provide additional funding to complete current capital projects in the current Capital Improvement Plan where actual project costs exceed pre-established budget amounts.
3. Appropriated for new, one-time capital project expenditures without significant recurring costs, as recommended to and approved by the Town Council. An emphasis will be placed on one-time uses that reduce future operating costs.
4. Appropriated to lower the total amount of a future bond issuance.
5. Appropriated as start-up expenditures for new programs as recommended to and approved by the Town Council. Such programs will be reviewed in the context of multi-year revenue and expenditure projections as prepared by the Finance Department.
6. Fund accrued liabilities, including but not limited to debt service, pension, and other employment benefits. Priority will be given to those items that relieve budget or financial operating pressure in future periods.
7. Appropriated or assigned as recommended by the Town Manager, as recommended to and approved by the Town Council.

As the purpose of the Financial Reserves Policy is to stabilize Town operations during times of unforeseen loss of revenues or unforeseen increase in expenditures, it may be necessary and appropriate to take unassigned reserve levels below those targets established in this Financial Reserves Policy. When multiple categories of fund balance are available for expenditure (for example, a construction project is being funded partly by a grant, funds set aside by the Town Council, and unassigned fund balance), the Town will start with the most restricted category and spend those funds first before moving down to the next category with available funds. Circumstances where taking reserves below policy levels would be appropriate include responding to the risks that reserves are intended to mitigate, such as:

1. One-time uses in meeting cash-flow needs;
2. Closing a projected short-term revenue/expenditure gap;
3. Responding to unexpected expenditure requirements or revenue shortfalls; or
4. Where a forecast shows an ongoing structural gap until such time as the structural gap can be corrected.

If or when the Town falls below the targets established by this Financial Reserves Policy, the Town Manager will submit a plan ("Replenishment Plan") to the Town Council to increase unassigned reserves to achieve compliance with this Financial Reserves Policy. Revenue sources that would typically be looked to for replenishment of unassigned fund balance reserves include nonrecurring revenues, budget surpluses, year-end surpluses, and excess revenues in other funds (if legally permissible and with a defensible rationale). The Town Manager will prepare and distribute a Replenishment Plan to the Town Council no later than June 1 following the completion of the Town's financial statements for the prior fiscal year.

B. GOVERNMENTAL AND BUSINESS-TYPE FUNDS LIQUIDITY POLICY

Section 1 – Purpose of the Governmental and Business-Type Funds Liquidity Policy

The essential purpose of the Governmental Liquidity Policy and Business-Type Liquidity Policy (the "Liquidity Policy") of the Town of Trophy Club, Texas, is to ensure sufficient resources to meet short-term financial obligations. Sufficient levels of liquid assets facilitate cash-flow needs during traditional operating cycles and provide additional insurance against disasters, emergencies, and unforeseen expenditures within the Town. In addition, the Liquidity Policy is intended to document the appropriate level of unrestricted current assets of cash and investments to protect the Town's credit worthiness.

Section 2 – Delegation of Authority

The Town of Trophy Club Town Council is responsible for the approval of financial policies that establish and direct the operations of the Town of Trophy Club. The Town Manager is responsible for carrying out the policy directives of

the Town Council and managing the day-to-day operations of the departments, including the Finance Department. This Liquidity Policy will be administered on behalf of the Town Manager by the Finance Department.

Section 3 – Establishing the Liquidity Policy for Governmental Funds

The Town will strive to maintain total current assets in excess of total current liabilities for all funds collectively reported together as Governmental Activities, as defined by GASB standards. Additionally, the Town will strive to maintain unrestricted cash and short-term investments of at least 100% of current liabilities as reported in the Town's statement of net assets at the close of each fiscal year.

The Town will measure its compliance with this Liquidity Policy on an annual basis during the budgeting process. During the course of the fiscal year, the Finance Department will monitor revenues and expenditures to ensure that projections remain consistent with the Liquidity Policy. Funding the target will generally come from excess revenues over expenditures, unspent expenditures, or one-time unappropriated revenues.

From time to time, it may be necessary and appropriate to reduce current assets below the target level to respond to the risks that reserves are intended to mitigate, such as:

1. One-time uses in meeting cash-flow needs;
2. Closing a projected short-term revenue/expenditure gap;
3. Responding to unexpected expenditure requirements or revenue shortfalls; or
4. Where a forecast shows an ongoing structural gap until such time as the structural gap can be corrected.

If or when the Town falls below the targets established by the Liquidity Policy, the Town Manager will submit a Replenishment Plan to the Town Council to increase current assets and/or cash and short-term investments to achieve compliance with this Liquidity Policy. Revenue sources that would typically be looked to for replenishment include nonrecurring revenues, budget surpluses, year-end surpluses, and excess revenues in other fund types (if legally permissible and with a defensible rationale). The Town Manager will prepare and distribute a Replenishment Plan to the Town Council no later than June 1 following the completion of the Town's financial statements for the prior fiscal year.

Section 4 – Establishing the Liquidity Policy for Business-Type Funds

It is recognized that funds held for the purpose of accounting for business-type activities will fluctuate more than governmental activities funds. Business-type activities operated by government entities as opposed to a willing private sector entity regularly operate on the margins and are, therefore, more prone to incurring operational deficits in any given year. The Town will strive to maintain total current assets of at least 75% of total current liabilities for all funds collectively reported together as Business-Type Activities, as defined by GASB standards. Additionally, the Town will strive to maintain unrestricted cash and short-term investments of at least 50% of current liabilities as reported in the Town's statement of net assets at the close of each fiscal year.

The Town will measure its compliance with this policy on an annual basis during the budgeting process. During the course of the fiscal year, the Finance Department will monitor revenues and expenses to ensure that projections remain consistent with the Liquidity Policy. Funding the target will generally come from excess revenues over expenses, unspent expenses, or one-time unappropriated revenues.

From time to time, it may be necessary and appropriate to reduce current assets below the target level to respond to the risks that reserves are intended to mitigate, such as:

1. One-time uses in meeting cash-flow needs;
2. Closing a projected short-term revenue/expense gap;
3. Responding to unexpected expense requirements or revenue shortfalls; or
4. Where a forecast shows an ongoing structural gap until such time as the structural gap can be corrected.

If or when the Town falls below the targets established by the Liquidity Policy, the Town Manager will submit a Replenishment Plan to the Town Council to increase current assets and/or cash and short-term investments to achieve compliance with this Liquidity Policy. Revenue sources that would typically be looked to for replenishment include nonrecurring revenues, budget surpluses, year-end surpluses, and excess revenues in other fund types (if legally permissible and with a defensible rationale). The Town Manager will prepare and distribute a Replenishment Plan to the Town Council no later than June 1 following the completion of the Town's financial statements for the prior fiscal year.



Financial Reserves Policy - Resolution

Town Council Meeting
April 22, 2024

New Policy

Excess Reserves Utilization Plan (Presented in order of short-term, more immediate needs to long-term needs for capital and programming purposes that may reduce the Town's reliance on future tax dollars to support one-time uses)

- One-time transfers to other funds
- Appropriated to provide additional funding for current capital projects in the CIP plan
- Appropriated for new, one-time capital project expenditures without significant recurring costs as approved by council
- Appropriated to lower the total amount of a future bond issuance
- Appropriated as start-up expenditures for new programs as approved by council

New Policy

Excess Reserves Utilization Plan (continued)

- Fund accrued liabilities, including but not limited to debt service, pension, and other employment benefits
- Appropriated or assigned as recommended by the Town Manager, and approved by Town Council

New Policy

Replenishment Plan (If reserves fall below target)

- Town Manager shall prepare and distribute a Replenishment Plan to the Town Council no later than June 1 of each year, if applicable
- Revenue sources typically used for a replenishment plan are:
 - Nonrecurring revenues
 - Budget Surpluses
 - Year-end Surpluses
 - Excess Revenues in other funds (if legally permissible and with a defensible rationale.)

Why Are Reserves Necessary?

Emergency Preparedness: A healthy undesignated fund balance acts as a financial cushion for unexpected events like natural disasters or economic downturns, allowing organizations to address emergencies without resorting to drastic measures like service cuts or excessive debt.

Fiscal Stability: Robust undesignated fund balances ensure organizations can operate smoothly during financial uncertainty, reducing the risk of distress or bankruptcy caused by revenue shortfalls or unexpected expenses.

Creditworthiness: A healthy undesignated fund balance signals financial health to lenders and investors, leading to more favorable terms for borrowing or investment due to the organization's capability to manage challenges.

Flexibility and Opportunity: Surplus funds in an undesignated fund offer flexibility to seize opportunities, invest in new projects, or capitalize on market conditions without budgetary constraints.

Stabilizing Budgetary Cycles: Undesignated fund balances help smooth annual budget cycles by bridging gaps between revenue and expenses, ensuring uninterrupted operations throughout the fiscal year.

Public Confidence: For government entities, maintaining a healthy undesignated fund balance is crucial for earning and maintaining public trust. It demonstrates prudent financial management and ensures the ability to provide essential services without disruption.

In summary, a healthy undesignated fund balance is essential for financial stability, flexibility, and resilience across organizations, enabling effective risk management, opportunity seizing, and stakeholder confidence maintenance.

Liquidity in Funds

Liquidity is vital for ensuring financial stability and flexibility. It allows governments to swiftly respond to emergencies, meet short-term obligations, and seize opportunities without disruption.

Maintaining liquidity ensures budgetary stability, enhances public confidence, and preserves the government's creditworthiness.

Proposed Policy Reserves

General Fund (Primary fund for all Town expenditures)

- 30-50% unassigned reserves compared to operating expenses with the target being 45%

Governmental Funds (General Fund, CCPD, Capital Replacement, Street Maintenance Sales Tax, Court Technology, Court Security, Hotel Occupancy, Rec Programs, Parkland Dedication, IS Capital Equipment Replacement, TIRZ #1, Grants Fund)

- Current assets in excess of current liabilities
- Unrestricted cash and short-term investments of at least 100% of current liabilities

Business Type Funds/Proprietary Funds (Trophy Club Park & Storm Drainage Utility)

- Current assets of at least 75% of current liabilities
- Unrestricted cash and short-term investments of at least 50% of current liabilities

Current Reserve Fund Levels

General Fund (Primary fund for all Town expenditures)

- \$9.9M in fund balance, 72% of operating expenses



Governmental Funds (General Fund, CCPD, Capital Replacement, Street Maintenance Sales Tax, Court Technology, Court Security, Hotel Occupancy, Rec Programs, Parkland Dedication, IS Capital Equipment Replacement, TIRZ #1, Grants Fund)

- Current Assets: \$51.2M Current Liabilities: \$4.8M
- Cash & Cash Equivalents: \$32.7M Current Liabilities \$4.8M



Business Type Funds/Proprietary Funds (Trophy Club Park & Storm Drainage Utility)

- Current Assets: \$2.0M Current Liabilities: \$224K
- Cash & Cash Equivalents: \$2.0M Current Liabilities: \$224K





Questions/Comments?