



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

June 10, 2024

6:00 PM

Council Chambers

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion of recommended changes to the appointment process for boards and commission members, the creation of a new Boards & Commission Member Handbook, the formation of ad-hoc committees and subcommittees including the Appointment Committee and the Fiduciary Oversight Committee (or Budget Committee), and the creation of a Council Rules & Procedures Manual. (Tammy Dixon, Town Secretary and Brandon Wright, Town Manager)

ADJOURN WORK SESSION

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

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

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

COMMUNITY SPOTLIGHT

2. 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.

- 3. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$411,500 for civil engineering, easement acquisition, bidding and construction administration, and construction inspection services for the Inverness Drive Drainage Improvement Project. (Matt Cox, Community Services Director)
- 4. Consider a developer agreement between the Town of Trophy Club and Wasatch Properties, LLC for the Triple Crown Estates and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Community Development Director)
- 5. Consider an ordinance revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety. (Tammy Dixon, Town Secretary/Patrick Arata, Chief of Police)

INDIVIDUAL ITEMS

- 6. Consider designating three council members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process. (Brandon Wright, Town Manager)
- 7. Consider designating three council members to serve on a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations. (Brandon Wright, Town Manager)

EXECUTIVE SESSION

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

- 8. Section 551.076 and 551.089 to deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or a security audit.

- a. Consider a resolution directing the Town Manager to utilize \$200,000 dedicated to Town Hall building improvements in the FY 2024 Capital Improvement Plan to provide security enhancements to Town facilities. (Denise Deprato, Director of Human Resources)

RECONVENE INTO REGULAR SESSION

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: June 5, 2024, at 5:00 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

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



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Brandon Wright, Town Manager
Tammy Dixon, Town Secretary

AGENDA ITEM: Presentation and discussion of recommended changes to the appointment process for boards and commission members, the creation of a new Boards & Commission Member Handbook, the formation of ad-hoc committees and subcommittees including the Appointment Committee and the Fiduciary Oversight Committee (or Budget Committee), and the creation of a Council Rules & Procedures Manual. (Tammy Dixon, Town Secretary and Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: This workshop item is to discuss the Boards and Commissions appointment process, including the addition of criminal history background checks on applicants, procedures for the establishment of ad-hoc committees and subcommittees, the creation of a Boards and Commissions Manual, and a proposal for creating a Town Council Rules and Procedures Manual.

1. Policy and Procedures for the Appointments

The Appointment Policy establishes uniform application requirements for appointments and removal to/from the Town's Boards and Commissions. Below are key elements that are recommended to include:

- **Appointment Process Review:** The Town Council will undertake an annual review and any amendment of appointment procedures, with a dedicated Appointments Committee to handle interviews and recommendations. Additional changes include recommendations for reviewing and handling potential board or commission member removals.
- **Recruitment and Application:** The annual recruitment process will begin in June, with specific criteria for applicants, including citizenship, voter registration, and residency requirements. Minor changes include requiring applicants to consent to a criminal history background check.
- **Selection and Term:** No changes are recommended for this element with interviews and recommendations conducted by the Appointments Committee. Appointees fill two-year staggered terms.
- **Mid-Term Appointments and Removals:** Procedures are included for filling mid-term vacancies and reviewing and making recommendations for removing members for misconduct or ineligibility.

The Appointment Procedures details the steps involved in the appointment process.

Based on Town Council feedback, these will need to be adopted by a resolution approved by the Town Council.

2. Criminal History Check for Boards and Commission Applicants

The recommended changes to the appointment process includes the addition of criminal history checks for board and commission members. Any person making an application or reapplication for appointment to any board, commission, or committee must consent to a criminal history check prior to consideration. If an applicant is found to have been convicted of a qualifying felony or misdemeanor listed below within the last 10 years or the applicant is on parole or probation for any of the following offenses, the applicant shall not be considered for appointment:

- (1) A felony or a misdemeanor classified as an offense against a person;
- (2) A felony or misdemeanor classified as an offense against public administration or official misconduct;
- (3) A felony or misdemeanor classified as an offense against public order or decency;
- (4) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance; or
- (5) Any offense involving moral turpitude. (Moral turpitude may be described as intentional dishonesty, fraud, deceit, conduct contrary to justice, or otherwise immoral conduct.)

Based on Town Council feedback, adding this requirement will require an ordinance amendment to Article 1.04 Boards, Commissions, and Committees. Background checks would be conducted by the Human Resources Director in the same manner as employment applications and will be kept confidential as allowed by State law.

3. Creation of ad-hoc committees

Ad Hoc Committees: Section 1.03.039 of the Code of ordinances provides for the creation of Ad-Hoc Committees and other boards and commissions but does not provide procedures for establishment. Staff is proposing to amend the section to provide definitions and clarification of the process to include the following key elements:

- Ad-hoc committees/Task forces must be created by resolution or ordinance adopted by the Town Council
- The resolution/ordinance must provide the committee's purpose, establish the number of members, and create qualification and procedures.
- The Mayor shall recommend the members subject to the approval of Town Council
- Any ad-hoc committee/task force created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Town Council

- Any existing ad-hoc committee/task force not created by resolution or ordinance consistent with this section shall cease to exist upon adoption of the new ordinance

Subcommittees: Section 1.02.033 under Budget and Development within the Code of Ordinances provides for the establishment of a Council Subcommittee for fiduciary oversight and input on the budget at the first meeting in June each year. The subcommittee's role includes meeting with town staff and updating the full council during budget development. Consistent with the appointment process for other Council subcommittees, it is recommended that the appointment process be established as the Mayor shall recommend members subject to the approval of the Town Council.

This item is to discuss whether the subcommittee should continue, be modified, or be replaced with alternative methods for budget oversight and input.

4. Draft Boards and Commissions Manual

The proposed manual was developed after in-depth research and best practice examples from other municipalities. It outlines operational procedures of the Town's boards, commissions, and committees. Sections include:

- Overview of Trophy Club Municipal Government
- Procedural Information
- Ethics and Conflicts of Interest
- Texas Open Meetings Act
- Public Information Act
- Listing of Boards and Commissions

Based on Town Council feedback, a resolution will be prepared to adopt the manual and presented at a future regular Town Council meeting.

5. Council Rules and Procedures Manual

Pursuant to Section 3.11 of the Home Rule Charter of the town, the Town Council shall determine its own rules of procedure. The current rules are scattered and provided for within the Town's Code of Ordinances. Staff proposes removing the rules from the Code and establishing a Rules and Procedures Manual to be adopted by resolution. This manual will document accepted policies, guide Council Members, and provide a comprehensive summary of key aspects of Town Council activities to ensure consistency, transparency, and clarity in Council operations.

Based on Town Council feedback, staff will begin drafting a proposed Rules and Procedures Manual and ordinance amendments to accomplish this process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 1. a. Draft Policy Boards and Commissions Appointments 06.04.2024
2. 1. b. Draft Procedures for Appointments to Boards and Commissions
3. 2. a. Criminal History Language
4. 3. a. Current Code Ad Hoc and committees
5. 3. b. Proposed Ad Hoc and Committees language
6. 3. c. Council finance subcommittee
7. 4. Board and Commission Manual Draft 06.05.2024
8. 2018 HANDBOOK for Appointed Officials
9. Presentation Boards and Commissions

ACTIONS/OPTIONS:

This workshop item is being presented for discussion and feedback purposes only. No action will be taken by the Town Council during the workshop. Any recommendations will be presented at future Town Council Meetings for consideration.

Appointment Policy for Advisory Boards, Commissions, and Corporations

Town Council Policy	
Policy Number	Use Numbering Convention List
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Town Secretary
Resolution Number:	

1. STATEMENT OF PURPOSE

The purpose of this policy is to establish uniform application procedures and requirements for advisory boards, commissions, and corporations of the Town. This policy does not apply to the appointment of members to other “ad-hoc” or subcommittees of the Town Council.

2. POLICY

1. Appointment Process Review

At the first regular Town Council meeting in June, the Town Council will:

- Review the appointment procedures. If the Town Council desires any amendments to the procedures, the Town Secretary shall prepare the amendments for the next scheduled Town Council meeting for consideration.
- Appoint three (3) members of the Town Council to serve on the Town Council Appointments Committee.

Unless directed otherwise by the Town Council, the Town Secretary will advertise positions/places on Boards with expiring terms of office as provided by the policy.

2. Town Council Appointments Committee

The Town Council Appointments Committee is established to interview applicants and make recommendations to the full Council regarding appointments to all Boards during the annual appointment process and during the year in the event of mid-year vacancies. The Committee will also review and make recommendations for any removals from the town’s boards and commissions as deemed necessary.

The Committee shall consist of three (3) members of the Town Council, which may include the Mayor. The Mayor shall recommend the members, designating one of them as chair, subject to

the approval of the Town Council. The Committee shall also include additional non-voting ex-officio members appointed by the Town Manager as deemed appropriate.

3. Recruitment

The annual recruitment period for Board positions with expiring terms and known vacancies will begin in June, and applications will be accepted through July or within a time frame as otherwise directed by the Town Council.

In June of each year, the Town Secretary will:

- Advertise that the town is accepting applications for individuals to be considered for appointment to Boards. The notice will specify the vacancies for all Boards and set forth the details regarding the application procedure and the deadline for receipt of applications. Advertisements will be made available on the town's website, marquees, weekly newsletter, and through all town-managed social media sites.
- Notify incumbent Board members with expiring terms that their term is approaching. If the member is eligible and wishes to seek another term, the member must reapply in the same manner as other applicants.

4. Applicant Requirements

Applicants for Boards, Commissions, or Corporations must meet the following criteria prior to their appointment:

- Be United States Citizens.
- Be registered voters.
- Be residents of the Town for at least six (6) months.
- The Council may waive the voter registration and/or length of residency requirement for an applicant upon good cause shown, except where restricted by State law. Town elected officials and persons appointed to fill vacancies on any elected Town governmental body may not serve on a Town Board, Commission, or Corporation in accordance with the Town Charter.

The technical expertise of applicants will be considered during the appointment process. Some boards may require additional qualifications per the town charter, ordinance and/or state law.

5. Application Process

All qualified candidates must complete an application form through the portal on the Town's website prior to the advertised deadline. All applicants, new and returning, shall consent to a criminal history check prior to consideration of the person's application. The application will solicit information about the applicant's background, including current occupation, community activities, and personal or professional experience related to the subject of the board to which the applicant is applying. In addition to the completed application, applicants are encouraged to

submit a letter or resume further explaining their interest and experience. Applications will be considered active for one year from the date of receipt.

6. Term

Individuals are appointed to serve on a Board at the pleasure of the Town Council. Typically, appointments are for 2-year staggered terms that commence on the first day of October and end on the last day of September of each year. In the event of a vacant position, the appointment will be for the remainder of the position's term.

7. Selection Process

- **Application Review:** The Town Secretary will review the eligibility requirements and identify those applicants who are ineligible for appointment. When the application deadline has passed, the Town Secretary will distribute copies of all eligible applications to the Appointment Committee.
- **Interview and Appointment Process:** Interviews will be conducted by the Appointments Committee after the close of each application period. The Town Secretary's Office will be responsible for scheduling interviews as determined by the Committee. The Committee shall make every effort to interview each applicant including the staff liaison appointed by the Town Manager. At the conclusion of the interview process, the Committee shall prepare a report with its recommended slate of nominees for each Board appointment. The report shall be submitted to the Town Secretary to be included in the Town Council agenda for discussion and consideration, preferably in September but not later than the first meeting in October.

8. Mid-Term Appointments

Occasionally, a Board member may be unable to finish their term or may voluntarily resign prior to the term ending. Resignations should be submitted in writing and submitted to the Town Secretary. In such cases, the vacant position may be filled by the Town Council with a mid-term appointee who will serve out the remainder of the unexpired term. The Committee may recommend to the Town Council the appointment of an applicant whose application is previously on file under the established application process.

9. Removal

At the request of the Town Manager, Town Secretary, Board/Commission Chair, or any two members of the Town Council, the Committee will review any circumstances such as misconduct, absenteeism, or ineligibility of a board member. The Committee will thoroughly investigate the situation considering all facts and viewpoints. If after careful deliberation, a majority of the Committee votes in favor, a formal recommendation for removal will be made to the Town Council.

3. PROCEDURES & FORMS

Appointment Procedures for Advisory Boards, Commissions, and Corporations

Appointment Procedure for Advisory Boards, Commissions, and Corporations

Town Council Procedure	
Procedure Number	TC-102.2
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Town Manager
Resolution Number:	

1. PURPOSE

This procedure exists to detail the steps involved in the appointment process for advisory boards, commissions, and corporations as per the established policy.

2. REFERENCE DOCUMENTS

- Appointment Policy

3. RESPONSIBILITY

- Town Council
- Town Secretary
- Town Manager
- Appointments Committee

4. ANNUAL APPOINTMENT PROCEDURES

Step	Responsible Position	Action
1. Appointment Process Review/Appointments	Town Secretary and Town Council	At the first regular Town Council meeting in June, review the appointment procedures, prepare amendments if necessary, and appoint three (3) members to the Town Council Appointments Committee.
2. Recruitment	Town Secretary	Begin the annual recruitment period in June, advertise the vacancies, and notify incumbent members. Applications are accepted through July or as directed by the Town Council.
3. Application Process	Applicants and Town Secretary	Applicants complete the application form, consent to a criminal history check, and submit any additional documents. The Town Secretary reviews eligibility and

		distributes eligible applications to the Appointment Committee.
4. Interview and Appointment Process	Town Council Appointments Committee, Town Manager Appointed Staff as needed, and Town Secretary	Conduct interviews, prepare a report with recommendations, and submit it to the Town Council for consideration.
5. Selection Process	Town Council and Town Secretary	Discuss and vote on the recommended slate of nominees for each Board. Notify applicants of decision.

5. MID-TERM APPOINTMENT PROCEDURES

Step	Responsible Position	Action
1.	Town Secretary	Notify the Committee of vacancies
2.	Town Council Appointments Committee	Review vacancies, if needed, recommend mid-term appointments from the current pool of applicants or initiate a new application process if necessary.
3.	Town Council and Town Secretary	Discuss and vote on recommended replacement for vacant position. Notify applicant of appointment.

6. REMOVAL PROCEDURES

Step	Responsible Position	Action
1.	Town Manager, Town Secretary, Town Council Members, Board Chairs	Request a review of a board member's conduct, attendance, or eligibility
2.	Town Council Appointments Committee	Investigate circumstances such as misconduct or absenteeism. If a majority votes in favor, make a formal recommendation for removal to the Town Council.
3.	Town Council	Review and consider the recommendation in a public hearing. Make a final decision regarding removal.

Sec. XXX. Criminal history checks of board and commission applicant.

- (a) Any person making application for appointment to a position on any board, commission, or committee to which the town council has the final authority to make such appointment shall consent to a criminal history check prior to consideration of the person's application.
- (b) Failure to consent to a criminal history check as required by this section shall be grounds for disqualification for consideration for appointment by the town council.
- (c) The town shall cause a criminal history check to be conducted on each applicant for appointment to a position described in subsection (a) of this section. If upon review of a criminal history check an applicant is found to have been convicted within the last 10 years or the applicant is on parole or probation for any of the following offenses of, the applicant shall not be considered for appointment:
 - (1) A felony or a misdemeanor classified as an offense against a person;
 - (2) A felony or misdemeanor classified as an offense against public administration or official misconduct;
 - (3) A felony or misdemeanor classified as an offense against public order or decency;
 - (4) A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance; or
 - (5) Any offense involving moral turpitude. (Moral turpitude may be described as intentional dishonesty, fraud, deceit, conduct contrary to justice, or otherwise immoral conduct.)
- (d) The provisions of this section are administrative in nature and not subject to criminal penalties.

CURRENT CODE

§ 1.03.039 Creation of committees, boards and commissions.

- (a) Ad-hoc committees. The council may, as the need arises, authorize the appointment of “ad hoc” committees. Except where otherwise specifically provided, the mayor shall appoint the members of the “ad hoc” committees, subject to the approval of the town council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the town council.
- (b) Citizen boards, commissions, corporations, and other appointed bodies. The town council may create boards, commissions, corporations and other council appointed bodies to assist in the conduct of the operation of the town government with such duties as the council may specify. Memberships and selection of members shall be as provided in accordance with the guidelines in the handbook for elected and appointed officials, as amended from time to time. Any such appointed bodies so created shall cease to exist upon the accomplishment of the special purpose for which it was created, or when abolished by a majority vote of the town council. No body so appointed shall have powers other than advisory to the town council, except as otherwise specified by the laws of the state. These rules of procedure shall apply to council appointed boards, commissions, corporations, and other appointed bodies in accordance with the town’s handbook for appointed and elected officials and shall only be modified as provided in the enabling ordinances for each such council appointed body.

(2006 Code, ch. 1, sec. 6.01; Ordinance 2001-27, ex. A, adopted 11/19/01; Ordinance 2006-03, ex. A, adopted 2/6/06; Ordinance 2006-30, sec. II, adopted 8/21/06; 2006 Code, ch. 1, sec. 6.01; Ordinance 2008-19 adopted 8/4/08; Ordinance 2009-16, sec. II, adopted 7/6/09; Ordinance 2014-10, sec. 2, ex. A, adopted 4/7/14; Ordinance 2014-14 adopted 6/16/14; Ordinance 2016-09, sec. 2, adopted 3/22/16; Ordinance 2017-19 adopted 9/26/17; Ordinance 2017-30 adopted 1/9/18; Ordinance 2020-17 adopted 9/22/20; Ordinance 2021-10 adopted 5/25/21; Ordinance 2023-11 adopted 6/13/2023)

Proposed

General Provisions for Town-Created Boards/Ad Hoc Committees/Task Forces.

DEFINITIONS.

- (A) "*Board*" means a permanent advisory or decision-making body created by the Town Council. The term does not include separate corporations filed of record with the Texas Secretary of State.
- (B) "*Ad Hoc Committee*" or "*Task Force*" means a temporary advisory body created by the Town Council.
- (C) "*Member*" means a person authorized to serve on the Board, Ad Hoc Committee, or Task Force.

APPLICABILITY.

- (A) This article applies to all Boards, Ad Hoc Committees, and Task Forces, and their respective Members except to the extent otherwise provided herein.
- (B) Federal law, state law, the Town Charter, and Town Council ordinances and resolutions supersede this chapter to the extent of conflict.

BOARDS ESTABLISHED.

- (A) Each Board described is established or continued in existence by the Town Council as an advisory or decision-making body to perform specified duties.
- (B) A Board established by the Town Council that is to be in existence for more than three years should be included in this chapter, unless other law conflicts with provisions of this chapter.
- (C) Prior to the creation of any Board, at the direction of Town Council, the Town Manager and Town Secretary shall conduct a needs assessment that includes mission, goals, and objectives to be achieved by the board with deliverables (such as formal presentation/report) and fiscal impact. A time frame to achieve required outcomes must be specified. The needs assessment must state that a long-term need exists of at least three years before formally amending code for inclusion.
- (D) The Town Secretary shall maintain a list of all Boards, Ad Hoc Committees and Task Forces, and other bodies established by council that are not included in this chapter and to which the council or mayor appoints one or more members.

CREATION OF AD HOC COMMITTEE/TASK FORCE.

- (A) The Town Council may create an Ad Hoc Committee/Task Force to assist the Town Council in its business.

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- (B) The Ad Hoc Committee/Task Force shall be established by a Town Council resolution or ordinance for a specific purpose that expires upon the completion of its assigned task(s) or according to a specified deadline.
 - (C) In the absence of other termination language, the Ad Hoc Committee/Task Force will expire at the end of the appointing council's term.
 - D) Any existing ad-hoc committee not created by resolution or ordinance shall cease to exist upon adoption of this ordinance.

10.1.6 BOARD APPOINTMENTS.

- (A) Appointments will be made in accordance with the Policy approved by the Town Council.

AD HOC COMMITTEE OR TASK FORCE APPOINTMENTS.

- (A) Membership for ad Hoc or task force committee shall be established in the resolution or ordinance creating the committee. The number of members will be carefully evaluated for the task at hand.
- (B) All vacancies must be listed on the Town Council agenda in order for appointments to be made.
- (C) All members of a Town Council ad hoc committee or task force shall be recommended by the Mayor subject to the approval of the Council.

QUORUM AND ACTION.

- (A) Except as otherwise provided by ordinance, a majority of the total number of the Members constitutes a quorum for the conduct of business.
- (B) An action must be adopted by an affirmative vote of the majority of the quorum present and voting.
- (C) All Members necessary to provide a quorum must be physically present at a meeting to conduct business.
- (D) An ex officio member may participate in discussions at meetings but may not vote or bring a motion and does not count towards calculation of a quorum or any other minimum vote count required by town code or state law.

STAFF SUPPORT.

- (A) The Town Manager shall designate staff members to serve as liaisons and to provide staff support for each Board, Ad Hoc Committee or Task Force.
- (B) The Town Secretary serves as a liaison between Boards/Ad Hoc Committees/Task Forces and citizens, council, and department liaisons.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 1.02.033 Council subcommittee.

At the first meeting in June of each year, the town council shall take action to designate three (3) of its members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process. The subcommittee shall meet with town staff and shall provide updates to the full council as the budget is developed. The members of the subcommittee shall be recommended by the Mayor subject to the approval of the Town Council.

(Ordinance 2015-25 adopted 9/8/15)



2024

TROPHY CLUB Boards and Commissions Manual

DRAFT



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INTRODUCTION

“A Great Place to Call Home,” the Town Council of Trophy Club encourages and is indebted to our dedicated citizens who serve on Boards, Commissions, and Corporations.

The Town of Trophy Club has over eighty individuals that serve on nine boards, commissions, and committees who advise and assist in carrying out the functions of local government.

Throughout this manual, reference to “board(s)” should be interpreted to mean “commission(s)” and “committee(s)”.

As a board member you perform a public service to the Town and have both the obligation and an opportunity to provide input. This requires a thorough understanding of your role, as well as a willingness to engage constructively with the public, elected officials, and Town staff.

While no one document could adequately cover all aspects of serving on a Town board, this manual covers basic knowledge regarding the operations of most boards. It consolidates various topics and regulations into one place for quick reference. It is not intended to answer every question or address every matter that you may face as a board member. Based on your experience as a board member, you may have suggestions to improve this manual for future editions. We welcome your input.

Most boards are created by Town resolution or ordinance and members serve in an advisory role to the Town Council. They provide information, analysis, and recommendations to assist the Town Council in making important decisions. Some boards have specific authority to make binding decisions in certain areas, such as the Board of Adjustment; the Planning and Zoning Commission; the Economic Development Corporation, and the Crime Control and Prevention District. These boards generally derive their decision-making authority from state laws.

This manual has been adopted by resolution of the Town Council and will be updated from time to time. If any provision of this manual conflicts with any Town Ordinance or the Town Charter, then the Ordinance or Charter shall prevail.

Thank you for your interest in serving the Town of Trophy Club!

Town Secretary’s Office

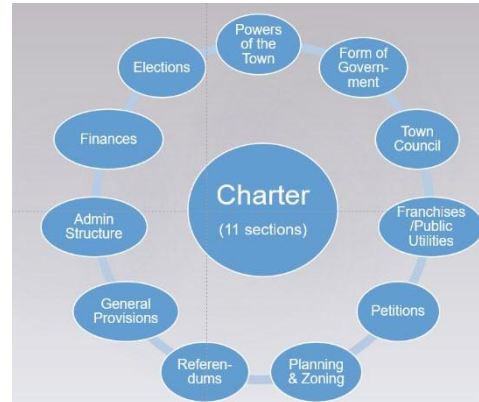
682.237.2988

TownSec@trophyclub.org

ARTICLE I TROPHY CLUB MUNICIPAL GOVERNMENT

1.01 Town Charter

The Trophy Club [Town Charter](#) was adopted in 2004 and is the basic governing authority of the Town. The Charter determines the form of municipal government, the composition, and powers of the Town Council, and establishes the legal framework necessary for the Town to function. The Charter provides for the operation of municipal functions under the council-manager form of government. Under this system, the Town Council serves as community leaders and policy makers and a professional manager oversee the daily operations of the Town.



1.02 Town Council

The [Town Council](#) consists of a mayor and six council members that serve as the legislative body of the Town; all of which are elected from the Town at large and serve three-year terms.

The mayor presides at Town Council meetings, serves as spokesperson to the community, and facilitates communication and understanding between elected officials.

The council members are the policy makers elected to represent the entire community and concentrate on policy issues responsive to citizens' needs and wishes. As a legislative body, the council members are the community decision makers. They approve the budget and determine the tax rate. The council focuses on community goals, major projects, and long-term considerations such as community growth, land use development, capital improvement plans, and strategic planning.

The Town Council appoints the Town Manager, Town Secretary, Town Attorney, and municipal judge, all of which report directly to the council. All other employees of the Town report to the Town Manager.

1.03 Town Manager

The [Town Manager](#) is appointed by the council to serve the community through the professional administration of local government projects and programs. The Town Manager prepares the Town's annual budget for the council's consideration and approval; recruits, hires, and supervises the Town staff; and serves as the council's chief adviser by bringing forth objective information regarding policy matters. The Town Manager makes policy recommendations to the council, which the council may adopt, modify, or reject.

1.04 Town Secretary

The [Town Secretary](#) is appointed by the council. The Town Secretary provides legislative and administrative support to the Town Council and Town Manager. The Town Secretary serves as the Records Management Officer, is responsible for the Boards and Commissions appointment process, conducting Town elections, preparing and posting Town Council meeting agendas and minutes, and maintaining the official records of the Town.

1.05 Town Attorney

The Town Attorney is appointed by the Town Council. The Town Attorney serves as the legal advisor, representing the Town's legal interests and rights. The Town Attorney attends the meetings of the Town Council and the Planning and Zoning Commission, and Board of Adjustment, when needed, given their quasi-judicial structure and decision-making authority. Questions regarding legal matters should first be directed to the board liaison to determine if a consultation with the Town Attorney is needed.

1.06 Staff Liaison

The Town Manager assigns a staff liaison to work with each board.

A staff liaison serves as a resource for the board to answer questions or provide general assistance to the board.

Staff liaison and staff support role:

- 1) Prepare and provide meeting calendars, agendas, staff reports, and supporting information to the board members prior to meetings.
- 2) Ensure compliance with the Texas Open Meetings Act.
- 3) Respond to board member or public requests for information related to the business of the board.
- 4) Take meeting minutes, as applicable.

Board members do not have authority over the work program of Town staff. Rather, the liaison acts as an information resource and provides technical assistance to the board. Board members may not direct Town staff in the performance of their board-related activities, nor can they assign projects or direct the work of staff. A board may request staff's assistance on various projects; however, the Town Manager must approve all requests which create a substantial demand for a work product.

ARTICLE II PROCEDURAL INFORMATION

The following information contains general procedures applicable to most boards.

2.01 Qualifications



Most boards require members to be a resident, without regard to length of residency, and a registered voter at the time of their appointment. There are some exceptions where members may not be residents due to specific requirements (e.g. veterinarian). [Qualifications link](#)

2.02 Appointments

The Town Council is responsible for making appointments for board positions. Applicants are considered on a Town wide basis with a review of qualifications, willingness to serve, and other factors, and without regard to age, race, color, national origin, religion, gender, or disability. Appointments are made as outlined in the Appointment Procedures Policy adopted by the Town Council. [Policy link](#)

2.03 Service Term and Resignations

Members are usually appointed to a two-year term and with no term limits. All board members serve at the pleasure of the Town Council and may be removed before their term of office expires.

Exception: Board of Adjustment members may only be removed when their term has expired or for cause on a written charge after a public hearing ([LGC 211.008](#)).

A member's appointment to a board can be terminated by written resignation from the member to the Town Secretary or board liaison.

2.04 Election of Officers

Procedures for the election of a chair and vice chair (officers) ensure meetings are conducted in an orderly manner. Except as otherwise provided by state or federal law, Town Charter, or Town ordinance or resolution, election of officers for Town Council appointed boards will be as follows:

- a) The Town Council has the sole authority to appoint the chair, and in some instances, the vice-chair for some boards (e.g., Planning & Zoning Commission, Tax Increment Reinvestment Zone, Zoning Board of Adjustment). All other chairs and vice-chairs will be elected by voting board members.
- b) For boards that elect officers, elections shall be held annually as soon as practicable after the annual appointment process. If, for any reason, the chair or vice-chair vacates their seat, an election should be held by the voting members to fill the unexpired term. A temporary chair may be selected by the board. The chairperson presides over the meetings and is entitled to vote.

2.05 Oath of Office and Anti Bribery Statement

All appointed Board members are required to take the oath of office and sign the anti-bribery statement as required by the Texas Constitution.



2.06 Role of an Alternate

Alternates serve as voting members in the absence of a regular member. In determining which of the alternate members shall serve in the absence of a regular member. Alternates will be selected in order of place number. If for any reason alternate member #1 is unable to serve, alternate member #2 shall so serve, and so forth.

Alternates are encouraged to attend all meetings to remain apprised of the board work product, but may not participate unless serving in the absence of a regular member.

2.07 Attendance

Because your viewpoint is valuable to the Town Council, they take your appointment, attendance, and involvement on a board very seriously and ask that you do also.

The Town Council is aware that board members have careers and other responsibilities that demand their time. However, because of the importance of citizen boards, the Town Council asks that each board member, including both regular and alternate members, make every effort to attend all meetings of the board and notify the staff liaison in advance if they will be unable to attend a meeting.

Consideration shall be given to absences such as personal or family illness, death of a family member, jury duty, service in the armed forces, or attending a seminar involving municipal matters of importance to the member's duties, absence necessary for the member's business or employment, and any related emergencies.

Should a board member fail to notify the board liaison after three consecutive regular meetings of the board, or if the reason for their absence is not as described in the above referenced paragraph, the board liaison will inform the Town Secretary who will then advise the Town Council Appointments Committee for review.

The attendance of all members shall be recorded by the staff liaison or board secretary and provided to the Town Secretary annually upon request.

2.08 Vacancies

Vacancies generally occur when a member resigns or moves out of Town. Board members should notify their staff liaison or staff contact immediately once that vacancy is confirmed. The staff person will inform the Town Secretary's office, who will in turn notify the Town Council Appointments Committee of the vacancy. Action

in the way of a replacement will be timely if the vacancy creates a hardship in the board's ability to conduct business, or if the vacancy is early in the fiscal year. Otherwise, a replacement may be delayed until the Town's annual board process takes place in the fall.

A vacancy can also be created if council action is taken to remove a member, and regardless of service term.

2.09 Orientation and Training

Open Meetings Act and Public Information Act Training

The [Open Meetings Act](#) and the [Public Information Act](#) impose mandatory open government educational requirements on elected and appointed officials. Each board member is required to take this training within 90 days after their appointment. Training videos are available online at www.oag.state.tx.us.



External Training

Other training opportunities may be made available through area governmental organizations such as North Central Texas Council of Governments, Texas Municipal Clerks Association, or Texas Municipal League. The Town Secretary's office or staff liaison will make the outreach to board members based on relevance and availability of funds.

2.10 Rules of Procedure



Most boards establish their own rules and procedures that govern its operation. Those rules will be discussed in detail with your staff liaison or staff contact.

1. Every open meeting will include a public comment section on the agenda.
The Texas Open Meetings Act restricts members of the governing body, or board from discussing items not posted on the agenda. If the topic is not a posted agenda, action or responses to a speaker's remarks by members of the governing body, or board, is limited to either a statement of fact, recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.
2. The Town Council has adopted Robert's Rules of Order to serve as a guide on all questions of procedure not addressed by provisions of the Town Charter or contained within the Code of Ordinances. In the event of a conflict between the Charter or Code of Ordinances and Robert's Rules of Order, the Charter and/or Code of Ordinances shall prevail.

For more information:

- [Parliamentary procedures at a glance](#)

- [Public hearing format and procedure](#)

2.11 Minutes

The staff liaison will take meeting minutes in a form consistent with Town Council meeting minutes. Minutes of the meeting will be presented for approval by the members present at the next meeting with revisions, corrections, or amendments being made at that time. For retention purposes, approved minutes shall be stored in accordance with the Town's Records Retention Program.

For some boards there may be a secretary, selected by the members, that takes the minutes, as applicable.

2.12 Communication with Town Council

Staff liaisons will seek input from boards for work topics and priorities for council discussion and consideration during their annual strategic planning session.

At the request of the Town Council, boards and commissions may occasionally participate in a joint work session with the Town Council when more immediate feedback or input on a topic is needed.

Some boards are required to provide annual reports to the Town Council. Other boards may be periodically asked to report on their activities, accomplishments, projects, and initiatives.

Board and commission members are encouraged to first contact their staff liaison regarding policy matters that fall within the scope and purpose of the board. The mayor or any member of council may also be contacted [individually](#) or collectively at MayorandCouncil@trophyclub.org.

2.13 Communication with Media and Social Media

Should you choose to post information on social media sites or communicate with the media, please refrain from using your title so it doesn't give the impression you are making a statement or opinion that is representative of the entire board you serve on. This also applies when speaking to others. Make it clear that you are speaking in your personal capacity.



Board members may incur personal liability for statements made publicly outside of a posted meeting.

2.14 Being an Effective Board Member

The role of a board member is to bring their experience and insight to the board and deliberate with other members to reach decisions that fulfill the purpose of the board in the best interest of the citizens it serves, and with consideration to applicable laws. Several strategies may be used to be an effective board member:

- a) **Be prepared**. Reading your agenda packet prior to the board meeting is essential. Thorough preparation will enhance the ability to actively participate in the meeting.

- b) **Ask questions.** Board members are not expected to know everything. When policy is discussed or deliberations are held on decisions, these are key moments to ask questions to facilitate learning. Seek clarification from those presenting during the meeting.
- c) **Know the law.** New regulations are continually revised and updated. Stay apprised to changes that impact the board you serve on.
- d) **Maintain focus.** Being a board member requires being attentive and open to learning new things. Remain engaged in the meeting and avoid distractions that can steal your attention such as smartphones and other devices.
- e) **Be courteous.** Every member's contribution is significant and important. All members should be treated equally and with the utmost respect and courtesy when sharing thoughts, ideas, and suggestions. Those viewpoints are crucial to help in the decision-making process.
- f) **Be punctual.** Make every attempt to arrive on time to meetings and let your board liaison know if you will be absent. Unexpected absences can cause a meeting to be cancelled if not enough members are present to establish a quorum. If a quorum is not present the board will be unable to conduct business, so as a courtesy to your fellow board members and the public, please provide advance notice of any absences.
- g) **Active participation.** Passivity breeds inactivity. Rather than reacting to what occurs, be pro-active in thinking. Asking appropriate questions, requesting important information, and participating in discussions will be beneficial in your role as a board member.
- h) **Watch/Listen.** You may wish to review materials or videos from prior meetings to familiarize yourself with topics that come before the board you serve on, as applicable. Most board meetings are streamed live, recorded, and archived at www.trophyclub.org/agendas.

2.15 Security

There are security measures in place at Town Hall should the need ever arise. Your staff liaison can provide an overview of those measures and the evacuation plan.

ARTICLE III ETHICS AND CONFLICTS OF INTEREST

3.01 Ethics

The Town Council has adopted an ethics policy that applies to all council members and appointed Town officials, including board members. [Click here](#) for detailed information about the Town's Code of Ethics. Please familiarize yourself with these regulations.

3.02 Conflict of Interest

The State's conflict of interest law, [Chapter 171 of the Texas Local Government Code](#), although only applicable to officers of the Town, has been made applicable to all board members by practice. However, penal provisions of Chapter 171 are not applicable to advisory board members.

Chapter 171 requires a board member with substantial interest in a business entity or real property to file an affidavit with the staff liaison and abstain prior to a vote or decision on any matter involving the business entity or real property if the action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public, or if it is foreseeable that the action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public. For example, the Attorney General (AG) has opined that a special economic effect on the value of real property distinguishable from the effect on the public exists when a Planning and Zoning board member has an interest in real property located within 200 feet of property being rezoned. However, the AG made it clear that these evaluations are highly fact intensive. Ask yourself the question, will this action before my board affect the value of my real property in a manner that is different from the public at large?

You have a substantial interest in a business entity if:

1. You own 10 percent or more of the voting shares of the business entity or own either 10 percent or more or \$15,000 or more of its fair market value;
2. You received funds from the business entity exceeding 10 percent of your gross income for the previous year.

You have a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

You have a substantial interest if your close relative within the first degree of consanguinity and affinity has a substantial interest.

A violation of chapter 171 is a Class A misdemeanor.

If you think you have a Chapter 171 conflict, contact the staff liaison prior to the meeting to sign the required affidavit. The affidavit must be signed prior to the item being considered. You, or the presiding officer, should also announce that you have a conflict at the meeting and excuse yourself from the room while the item is being considered. You should not participate on the matter, including contacting members of the board or staff concerning the matter.

3.02.1 Appearance of Conflict

There are times you will have a perceived conflict of interest even though it is not a conflict that is prohibited by law. In those cases, you should make a judgment call as to whether you should abstain from the matter. If you think the perceived conflict affects your ability of independent judgment or there is a strong appearance that you lack the ability to remove yourself from the perceived conflict in making a decision, you should carefully consider whether abstention is appropriate. Often, these are difficult judgment calls for which there are no absolute right answers. In making your decision, you should weigh the harm of participating against your general duty to serve on the board. You have a duty to participate and vote on all matters that come before the board, unless you have a conflict, or you lack information to decide the issue. Do not hesitate to consult with the Town Attorney's office for guidance.

3.02.2 Chapter 176 Conflicts Disclosure

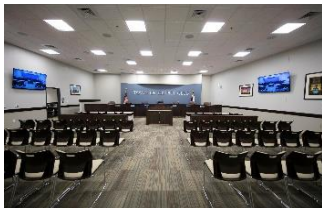
[Chapter 176](#) of the Texas Local Government Code requires you to file a Conflict Disclosure Statement with the Town Secretary if you or your family member:

- a) Has an employment or business relationship with a Town contractor or vendor that results in taxable income.
- b) Received or accepted one or more gifts from a Town contractor or vendor (excluding gifts of food, lodging, transportation, or entertainment accepted as a guest) with an aggregate value of \$250 in the preceding 12 months. You are required to file the form within seven days after you become aware of the relationship with the Town. The Conflict Disclosure Statement is signed under penalty of perjury, and it is a Class C misdemeanor to fail to timely file the form. However, it is a defense to prosecution if you file the Conflict Disclosure Statement not later than the seventh day after you receive notice of violation. Therefore, you have two chances to comply.

3.02.3 Incompatibility of Office

The common law doctrine of [incompatibility of office](#) prohibits you from holding two conflicting public offices. You cannot hold another public office that conflicts with your duties with the board. Because this is very fact-sensitive, you should contact the Town Secretary who will consult with the Town Attorney's office if you hold another public office. You should do this prior to serving as a governmental board member, as your acceptance of the governmental board appointment may result in the automatic forfeiture of your other public office.

ARTICLE IV TEXAS OPEN MEETINGS ACT



Most Town boards must comply with the Texas Open Meetings Act (the "Act")([Government Code Chapter 551](#)). There are exceptions for some recommending boards or committees based on their duties or how they are structured.

The act generally provides that meetings of a governmental body shall be public. Written notice must be given of dates, times, and locations of all meetings. Minutes of each meeting must be taken, and a record of votes and decisions kept as public record. The board liaison will ensure the agenda is properly posted and minutes are taken, as applicable. There are criminal penalties for holding an unauthorized closed meeting for boards with decision making authority.

When a quorum is anticipated in any given place where Town business is being discussed, the meeting should be posted as a precautionary measure to avoid the accusation of attempting to conduct Town business in private. Board discussion during meetings should be limited to only those items listed on the posted agenda. Conversation or action on items not posted on the agenda would be considered a violation of the act. The Open Meetings Act does not apply to purely social gatherings, conventions, or workshops. Any specific questions or issues should be referred to the Town Attorney's office through the staff liaison.

All board members are required to take the Texas Open Meetings training within 90 days of their appointment.

For more detailed information about the Act, such as what constitutes a meeting, notice requirements, open/closed session rules, and penalties and remedies for violations of the act, see click on the following link for the [Texas Open Meetings Act Handbook](#) produced by the Texas Attorney General.

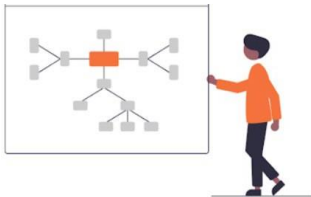
ARTICLE V PUBLIC INFORMATION ACT

The [Texas Public Information Act](#) (the “Act”), provides all public records must be open to inspection and copying unless otherwise made confidential by law. All board members are subject to the Act. For this reason, it is a good approach to always presume that the public has access to the contents of board files and records, including email, text messages, and social media as it relates to Town business. Treat the contents of all communication in a professional manner.

Rule of Thumb: Ask yourself, would I want to see what I wrote in the local paper, posted in social media, or recited during a public meeting?

As part of your orientation as a new board member, and in accordance with [Government Code 552.024](#) you will be asked to complete a form that indicates your preference as to what information you would allow the public access to as it relates to home address, home telephone number, emergency contact information, or that reveals whether the person has family members. This form should be completed and signed no later than the 14th day after appointment.

ARTILE VI BOARDS, COMMISSIONS, AND COMMITTEES



The Town has nine (9) active [boards](#) that serve the citizens of Trophy Club. Some carry decision making authority and others provide recommendations to Council for final approval. The board recommendation is included in the staff report for that item.

Ad hoc boards may be temporarily created and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the Town Council.

Each Town board is listed below, and includes:

- a) Overview
- b) Powers and duties
- c) Member makeup
- d) Meeting frequency
- e) Board URL or additional information
- f) Board liaison or staff contact

6.01 Animal Shelter Advisory Board

Overview:	<u>The Animal Shelter Advisory Board</u> is charged with working with staff to set standards for the town's animal shelter and the care of animals, and to provide periodic reports to the Texas Department of Health.
Powers & Duties:	Duties of the board shall include the making of recommendations to the town council concerning the town's animal shelter and the shelter's compliance with chapter 823 of the Health and Safety Code, as amended, and all other applicable state and local laws.
Members:	Six members comprised of at least one (1) licensed veterinarian, one (1) county or municipal official, one (1) person whose duties include the daily operation of an animal shelter, the animal control officer for the town, one (1) representative from an animal welfare organization, and two (2) residents from the community.
Meetings:	Minimum three (3) times annually.
Staff Liaison:	Brian Hall, Animal Control Officer bhall@trophyclub.org

6.02 Building Standards Commission

Overview:	The Building Standards Commission hears and determines cases concerning alleged violations of Ordinances regulating buildings and structures.
Powers & Duties:	The Commission is tasked with determining whether buildings and structures within the Town meet minimum building, fire, floodplain, and related code requirements. The Commission also orders appropriate remedial actions, has the authority to impose civil penalties as allowed by law, and provides a review of administrative decisions in addition to other functions authorized by the ordinance. Cases must be heard by at least 4 members, either regular or alternate.
Members:	Five regular members and two alternate members. To the extent possible, members of the commission should be qualified in one (1) or more of the fields of fire prevention, building construction, sanitation, plumbing, electricity, mechanical systems, engineering, architecture or public health. Failure of a person to be qualified in any of such fields shall not prevent or disqualify that person from sitting on the commission.
Meetings:	Meetings held on an as-needed basis.

Staff Liaison: Max Cox, Director of Community Development
mcox@trophyclub.org

6.03 Crime Control and Prevention District

Overview: The Trophy Club Crime Control and Prevention District (CCPD) was established pursuant to the authority granted by Section 363 of the Local Government Code, following the approval, by the voters of Trophy Club, of a 0.25% local option sales tax on May 11, 2013. After establishment in 2013, the CCPD was subsequently continued by voters on May 5, 2018, for a 5-year period, and again on May 7, 2022, for a 20-year period. The next continuation election will occur in 2042.

Powers & Duties: The purpose of the CCPD to enhance the capability of law enforcement and to further crime prevention programs through the acquisition of personnel, new equipment and technology for the police department. The Board establishes the annual budget and policies, oversees expenditures and evaluates programs funded by the district. Funds are restricted as outlined in Section 363, Subchapter D of the Local Government Code. Additional information concerning the duties and responsibilities of the Board may be found in Chapter 363, Texas Local Government Code.

Members: Seven regular members.

Meetings: The CCPD meets quarterly, typically at 6:00 p.m.

Staff Liaison: Patrick Arata, Chief of Police
parata@trophyclub.org

6.04 Economic Development Corporation

Overview: Established in 1996, the Trophy Club Economic Development Corporation (EDC) is a Type B Economic Development Corporation created under sections 501, 504, and 505 of Texas Local Government Code. The Trophy Club EDC is funded through a quarter cent sales tax.

Powers & Duties: The EDC is a Type B Corporation governed by Chapter 505 of the Development Corporation Act and its Bylaws. All programs and expenditures must be approved by the Trophy Club Town Council. For more information on Economic Development Corporations powers visit the [Texas Comptroller's website](#)

Members: Seven regular members.

Meetings: The EDC meets as needed.

Staff Liaison: Brandon Wright, Town Manager
bwright@trophyclub.org

6.05 Ethics Review Commission

Overview: Per the Town's Charter, the Ethics Review Commission is established by ordinance to administer and enforce the Code of Ethics and Conduct Ordinance.

Powers & Duties: The commission is responsible for reviewing and making decisions about any alleged violations of the Code of Ethics by individuals it governs as provided for in the Town's Code of Ordinances.

Members: Five regular members and two alternate members.

Meetings: The Ethics Commission meets as needed.

Staff Liaison: Brandon Wright, Town Manager
bwright@trophyclub.org

6.06 Parks and Recreation Board

Overview: The Parks and Recreation Board acts principally in an advisory capacity to the town staff and the town council in all matters pertaining to parks and recreation.

Powers & Duties: The Parks and Recreation Board is tasked with encouraging the development of recreational areas and programs for all town residents, advising the parks and recreation director on improvement issues, and recommending standards and capital improvement programs. The Board also serves as the town's tree board, responsible for tree preservation and removal policies.

Members: Nine regular members.

Meetings: The Parks and Recreation Board meets monthly.

Staff Liaison: Chase Ellis, Director of Parks and Recreation
cellis@trophyclub.org

6.07 Planning and Zoning Commission

Overview:	The Planning and Zoning Commission (P&Z) is an advisory body to the Town Council. The P&Z hears, recommends, or determines any matter relating to zoning, planning, or subdivision control as they may be specified or required under the Town's Comprehensive Zoning Ordinance or applicable laws of the State of Texas.
Powers & Duties:	The P&Z recommends boundaries for districts, approves or denies zoning changes, and addresses matters related to zoning, planning, or subdivision control. The commission also advises on amendments to zoning ordinances to clarify classifications and interpret zoning maps where discrepancies occur.
Members:	Seven regular members.
Meetings:	The Parks and Recreation Board meets monthly.
Staff Liaison:	Chase Ellis, Director of Parks and Recreation cellis@trophyclub.org

6.08 Tax Increment Reinvestment Zone Board #1

Overview:	The Tax Increment Reinvestment Zone (TIRZ) Number 1 board aims to promote an economically thriving district that enhances the town's tax base, attracts new investment opportunities, and preserves existing development values through various financial, marketing, land planning, and capital infrastructure development tools.
Powers & Duties:	The Board shall make recommendations to the Town Council concerning the administration, management and operation of the Zone. The Board shall prepare and adopt a project plan and a reinvestment zone financing plan for the Zone and submit such plans to the Town Council for its approval. The Board shall perform all duties imposed upon it by Chapter 311, Texas Tax Code and all other applicable laws.
Members:	Five regular members.
Meetings:	Meets as needed.
Staff Liaison:	April Duvall, Director of Finance aduvall@trophyclub.org

6.09 Zoning Board of Adjustment

Overview:	The Zoning Board of Adjustment (ZBA) serves as an appeal body for individuals seeking variances or special exemptions to the zoning ordinance or to a decision made by an administrative official enforcing the ordinance.
Powers & Duties:	The ZBA may, in conformity with the provisions of the Town's Ordinances and the provisions of chapter 211 of the Texas Government Code, as amended, reverse or affirm, wholly or partly, or may modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as should be made, and to that end shall have all the powers of the officer from whom the appeal is taken.
Members:	Five regular members and four alternate members.
Meetings:	Meets as needed.
Staff Liaison:	Max Cox, Director of Community Development mcox@trophyclub.org

*This manual was adopted by the Town Council on (date), by Resolution (#).
Administrative updates will be made as warranted.*

MUNICIPALITY OF TROPHY CLUB
Handbook for Elected and Appointed Officials



MUNICIPALITY OF TROPHY CLUB
Handbook for Elected and Appointed Officials

EFFECTIVE DATE: 06-12-2018 REVISION DATE: 06-12-2018
(Resolution No. 2018-08)

This Handbook is applicable to all paid, non-paid and voluntary positions and seats to include; Town Council, Boards, Commissions, and Corporations.

I acknowledge receiving and agree to comply with the policies set forth in the Handbook for Elected and Appointed Officials.

Elected/Appointed Official Signature

Date

Elected/Appointed Official Printed Name

Board/Commission/Corporation Serving

Return this page to the Town Secretary and attach the Texas Open Government Training Certificates where applicable.

Introduction

In order to be “A Great Place to Call Home,” the Town of Trophy Club encourages and is indebted to our dedicated citizens who serve on Boards, Commissions, and Corporations. In accordance with Section 4.16 of the Town Charter, the citizens who serve do so without compensation. They are appointed to serve after indicating their interest through the application process, and they serve at the discretion of the Town Council.

Generally, members of each Board, Commission or Corporation are charged with researching pertinent projects and with making recommendations to the Town Council. Members serve in an advisory capacity. The exceptions are the Zoning Board of Adjustment and the Building Standards Commission, which have quasi-judicial duties. The exact duties and requirements of each Board, Commission or Corporation can be found in the ordinance establishing that specific body and/or applicable enabling statute.

Each Board, Commission, and Corporation consists of members, a Chair/President, a Town Staff Liaison and a Council Liaison if one is appointed by the Council.

Applicant Requirement for Boards, Commissions, or Corporations

Applicants for Boards, Commissions, or Corporations must be United States Citizens and registered voters prior to their appointment and must also be Trophy Club residents for at least six (6) months prior to their appointment. Based upon good cause shown, Council may waive the voter registration and/or length of residency requirement for a person appointed to a Board, Commission, or Corporation, except where restricted by State law. Neither Town elected officials, nor persons appointed to fill vacancies on any elected Town governmental body may serve on a Town Board, Commission, or Corporation, per Town Charter.

The technical expertise of applicants shall be a consideration in gaining appointment.

Residency Requirement/Temporary Change in Residency Status

In addition to the residency requirement for citizens making application to serve on Town Boards, Commissions, and Corporations, a person serving as a member must reside within the Town of Trophy Club during his or her term of service in order to continue serving. However, if during the term of appointment or during the time frame for reapplication, the residency status of a then current member of a Board, Commission or Corporation temporarily changes for a period of no more than six (6) months, the member may request that the Council review his/her specific circumstances affecting residency. If the temporary change in residency status does not disqualify a member of a Board, Commission, or Corporation from continuing to serve either because of a Charter or state law requirement for service on his/her respective Board, Commission, or Corporation, the Council may authorize the continued service or reappointment of the member until such time as the member returns to permanent residency status.

Posting Process

The Town Secretary will ensure that annual appointments for Boards, Commissions, and Corporations are posted in the month of June:

- Announced in the Town Newsletter
- Posted on the marquees
- Posted on the Town's Web page at: www.trophyclub.org
- Posted to Town-managed social media sites at: www.facebook.com/TrophyClubGov and www.twitter.com/TrophyClubGov

The Town Secretary will also notify each member whose term is expiring that they must resubmit the Board, Commission and Corporation Application.

Application Process for Annual Appointments

Applications will be accepted each year in July or within a time frame as otherwise directed by Town Council. A received application will be considered active for one year following the date of receipt, provided it meets all previously stated requirements.

Applications are available in the Town office and online at the Town's website. The completed application shall be submitted to the Town Secretary and forwarded as soon as possible to the Town Council Appointments Committee and ex-officio members, all additional members of the Town Council, the Chair/President of the respective Board, Commission, or Corporation, and the Staff Liaison.

Town Council Appointments Committee

At the first Town Council meeting in June, the Council shall establish a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations (hereinafter "Appointments Committee"). The Appointments Committee shall be comprised of three (3) Council members, and the Committee shall have the discretion to add additional non-voting ex-officio members to the Committee as determined appropriate.

Interview Process – Appointments Committee

Interviews shall be conducted by the Appointments Committee after the close of each application period.

Staff Liaisons shall be responsible for scheduling interviews for each candidate who submits an application for their respective Board, Commission, or Corporation. Typically these interviews will be held at a regular interval as determined by the Appointments Committee. In the event of scheduling conflicts or workload demands, alternate dates may be selected. The Appointments Committee shall make every effort to interview the applicants. It is not required that there be more than 1 member of the committee at an interview although it is recommended that at least 2 members be present. Having other Council members who are not members of the Committee present in interviews is not recommended.

After conducting interviews, the Appointments Committee shall provide its recommendations relating to nominations for appointment to the Town Manager preceding the Council meeting at which such appointments are to be considered. Appointments generally will be made by resolution at the second (2nd) Town Council meeting of the month.

The Appointments Committee and Council will not evaluate applicants on the basis of race, color, religion, sex, national origin, ethnic group, age, or disability. Recommendations for appointment to a Board, Commission or Corporation will not be made based on stereotypes or assumptions about the abilities or traits of individuals of a certain race, color, religion, sex, national origin, ethnic group, or age, or individuals with disabilities.

Mid-Term Vacancy / Resignations

When a Board, Commission, or Corporation member resigns mid-term, a written notice of resignation shall be submitted to that body's Chair/President. The Chair/President shall forward the notice to the Staff Liaison who shall then forward the notice to the Town Secretary and Town Council.

Upon receiving notice of vacancy, the Town Secretary shall initiate the application process in accordance with the Posting Process set forth above, and interviews shall be conducted in accordance with the Interview Process as set forth above.

Members appointed to fill vacancies shall be appointed to serve out the remainder of a predecessor's term. Council may directly appoint an applicant whose application is previously on file under the established application process provided that the applicant is still willing to serve on the Board, Commission or Corporation that he/she applied for without the requirement of an additional interview.

Removal

Members of Boards, Commissions and Corporations serve at the discretion of the Town Council and may therefore be removed at the sole discretion of Council at any time; provided however, that members of the Building Standards Commission may only be removed for cause on a written charge. Before the decision regarding removal is made, the Council shall hold a public hearing on the matter if requested by the member that is subject to the removal action. Removal shall be by majority vote of the Council.

Appointments Process

Terms of office for Board, Commission, and Corporation members shall begin in October unless Town Council extends the time period for the application process or otherwise determines it appropriate to alter the annual appointment schedule.

Term Lengths

Term lengths are set forth in the ordinance establishing the Board, Commission, or Corporation and/or applicable enabling statutes.

Terms are staggered, with the Council making annual appointments to replace members whose regular terms expire in any given year.

Compensation

Members appointed to a body by the Town Council shall serve without compensation; provided however, that they shall be entitled to reimbursement of any necessary expenses incurred in the performance of their official duties, when approved by Council or its' designee.

Maximum number of Appointments

It is the goal of the Council to afford the opportunity to serve on Town Boards, Commissions and Corporations to as many interested residents as possible; however, except as otherwise specifically provided in this Section, if the number of open Board, Commission, or Corporation seats exceeds the number of qualified applicants, the Council may allow a person to serve on more than one (1) Board, Commission, or Corporation. In the event that the number of qualified applicants exceeds the number of open Board, Commission, or Corporation seats, it is the goal of the Council to first appoint those qualified applicants not already serving before taking action to appoint an applicant who is already serving on a Town Board, Commission, or Corporation. Council may act to replace a current member who is serving on more than one Board, Commission or Corporation prior to the end of his or her term, provided there is an adequate number of qualified applicants.

Exception: Since the Building Standards Commission (BSC) and the Zoning Board of Adjustment (ZBA) do not meet on a regular basis but meet only as needed, it is the intention of the Council to utilize a dual appointment process when making appointments to the BSC and ZBA. Therefore, a person may be appointed to serve on both the Building Standards Commission and the Zoning Board of Adjustment concurrently.

Open Government Training

Elected and appointed public officials are required by State law to receive training in Texas open government laws. The Office of the Attorney General offers free video training courses, which were developed to ensure that all elected and appointed government officials, have a good command of both open records and open meetings laws.

Each elected or appointed official who is a member of a governmental body subject to the Open Meetings Act or the Public Information Act must attend training. Additionally, employees who serve as a governmental body's designated public information coordinator are required to complete the Public Information Act training course.

Officials who are elected or appointed shall complete the required open government training within ninety (90) days after taking elected office or after appointment. Staff Liaisons from the individual groups requiring the training shall be responsible to ensure that all members of their group receive the training. Training CDs are available in the Town Secretary's office.

Certificates of completion must be maintained by the member's governmental body and made available for public inspection upon request. The original Certificate shall be forwarded to the Town Secretary to be kept in permanent records.

More information on Open Government may be obtained online at the Texas Attorney General's Office. (<http://www.oag.state.tx.us>)

Nepotism

Members of an Economic Development Corporation, Building Standards Commission, Zoning Board of Adjustment or Planning and Zoning Commission cannot be related to a Council member.

For all other Boards, Commissions, and Corporations, the following rules shall apply:

1. A Board, Commission, or Corporation Chair/President cannot be a relative of the Mayor or of a Council Member; and
2. No more than one (1) member on any given Board, Commission, or Corporation may be a relative of a Council Member. A person is a relative if he/she is related in the first degree by consanguinity (blood) or by affinity (marriage).

Guidelines for Members

All members of Boards, Commissions, and Corporations have specific duties and responsibilities.

All members of Boards, Commissions, and Corporations are expected to participate in formal and informal training sessions.

Many Boards, Commissions, and Corporations deal with technical issues that can require a foundation of certain knowledge that must be updated from time to time. The Town will provide reasonable opportunities for members to acquire and keep current in these training efforts. Members are expected to participate.

Regular attendance

Effectiveness as a member requires regular attendance. Should a member of a Board, Commission, or Corporation fail to attend three consecutive regular meetings without being excused by the Board, Commission, or Corporation, the Council may declare that member's appointment forfeited. A member who is unable to attend a meeting shall notify the Staff Liaison of his/her inability to attend the meeting and shall provide an explanation of the conflict or other reason that prevents his/her attendance. Notice to the Staff Liaison shall be provided as soon as practicable after the member becomes aware of the impending absence.

It is particularly important that all members attend briefing sessions and work sessions prior to formal meetings to promote effective and efficient meetings. If a member finds difficulty in maintaining regular attendance, it is suggested that the member consider whether they have sufficient time to be an effective member. It is the responsibility of a member in this position to initiate a discussion with the Chair/President or Staff Liaison about attendance.

The Chair/President of the Board, Commission, or Corporation is to maintain a charted attendance record for all members. If attendance becomes an issue, the Staff Liaison will attempt to secure a written resignation.

The Staff Liaison is responsible for submitting periodic reports to the Town Council on behalf of

the Board, Commission, or Corporation noting progress and members' attendance.

Avoidance of contacts and individual discussions

It is not uncommon for applicants, opponents, or their representatives to approach individual members to solicit support or disapproval of a pending issue. These individual contacts shall be declined by members of the Building Standards Commission, Zoning Board of Adjustment and by members of the Ethics Commission.

Requests for sponsorships/donations/agreements with vendors

Unless acting jointly with a Staff Liaison pursuant to the direction of their respective Board, Commission, or Corporation, members do not have the authority to seek donations, to make agreements with vendors, or to give the impression that they are acting as an agent for the Town. Furthermore, Board, Commission and Corporation members are not permitted to obligate any Town funds or enter into any agreements without prior written approval of the Town Manager or the Manager's designee. All actions requiring the obligation or expenditure of funds shall be in accordance with the applicable approved budget.

Ethics

All members of the Town Council, Boards, Commissions, and Corporations shall be familiar with the requirements of the Town's Ethics ordinance.

Effective Meetings

All members of Boards, Commissions and Corporations should familiarize themselves with the elements of a successful meeting. These include:

- Having a purpose for the meeting;
- Giving adequate notice;
- Posting public notice when required;
- Preparing for the meeting in advance;
- Preparing an agenda;
- Allowing for appropriate participation from all parties;
- Selecting an appropriate meeting place;
- Determining the outcome or results of the meeting;
- Keeping an accurate record of all proceedings; and
- Keeping discussion focused on items listed on the agenda.

Members should avoid common mistakes that can make meetings unproductive, including but not limited to:

- Lack of control at the meeting, appearing unfair, being unable to bring issues to a vote and wasting people's time.

The Staff Liaison and all members are responsible for compliance with the Texas Open Meetings law. Meetings of all Boards, Commissions and Corporations are open to the public. All meetings shall be held in such a fashion that all participants have assigned seating with clearly visible nameplates. Board Members must take care to speak into the microphone at all times while in session. If a meeting is recorded with only audio and no video, each person must identify themselves prior to speaking. Prior to initiating a closed or "Executive Session," the

Staff Liaison and Chair/President shall receive approval from the Town Attorney.

Prior to any meeting, the Chair/President and Staff Liaison shall prepare an agenda describing actions to be taken by the group. The agenda shall be prepared in a format approved by the Town Attorney and shall be posted in compliance with State law.

The Chair/President shall allocate sufficient time for both applicants and opponents of an issue to present their information. Regardless of whether an agenda item is listed as a public hearing item or not, members of the public shall be given a reasonable opportunity to present their information and opinions. The Chair/President must allocate and manage the time to be allotted and shall use discretion based upon the agenda, the Council Rules of Procedure and other factors; provided however, that the Chair/President shall have the discretion to allow additional time without objection by a majority of the Board, Commission or Corporation.

The Chair/President shall endeavor to see that all persons attending or participating in meetings are treated with respect and dignity. All members must refrain from prejudicial or stereotypical comments. All members must refrain from questioning that takes the form of "badgering" or "debating" with those providing testimony/comment.

All members need to be cautious of publicly representing their positions beyond the scope of the business at hand. The official position of the Town shall be represented only by Town staff, as established by the Town Council.

Conduct in meetings

Board, Commission, and Corporation members should act in a professional manner. If a resident presents a complaint to the Board, Commission, or Corporation at a meeting the information should be taken and referred to Staff to reply to the resident.

Rules of Decorum

Meetings of all Boards, Commissions, and Corporations shall be conducted in accordance with adopted Town Council Rules of Procedure.

PARLIAMENTARY MOTIONS AND PRECEDENCE		Requires 2nd	Debatable	Amendable	A Majority Vote of Those Present
1.	To adjourn	Yes	No	No	Yes
2.	To take a recess	Yes	No	Yes	Yes
3.	To commit, refer, or recommit to committee	Yes	Yes	Yes	Yes
4.	To amend	Yes	Yes	Yes	Yes
5.	To amend an amendment	Yes	Yes	No	Yes
6.	To postpone indefinitely	Yes	Yes	No	Yes
7.	To table	Yes	No	No	Yes
8.	Calling the question	No	No	No	2/3
9.	Objecting to consideration of a question	No	No	No	2/3

Responsibilities of the Chair/President

Each Board, Commission, or Corporation shall have a Chair/President. A Board, Commission, or Corporation at the Council's discretion, may be asked to make a recommendation for a Chair/President with the final determination left to the Council. The Chair/President should have some experience as a member of the group. The Planning and Zoning Commission's Chair will be determined entirely by the Council.

The Chair/President must act as the "leader" and take responsibility for the group's efficient and meaningful operation. The Chair/President must ensure that roles are clearly spelled out, meetings are efficiently conducted and necessary information is readily available, which helps create a good working environment.

Appointment of a Chair/President

The Council will have final determination on the appointment of a Chair/President for each Board, Commission and Corporation, except where state law requires appointment of a Chair/President by another method. Following the appointment of a new Chair/President, the Mayor or his or her designee and a Staff Liaison will arrange a meeting with the new Chair/President to review this Handbook and share ideas on how to run an effective meeting.

The Chair/President should manage the meeting to ensure that:

- A few members do not monopolize discussion or questions;
- Appropriate time is taken for presentation and discussion;
- Dialogue and interactions are maintained in a courteous and professional Manner;
- Minutes of each Board, Commission, and Corporation meeting are taken and maintained by the Staff Liaison;
- Staff and members treat each other with mutual respect at all times;
- Discussion is limited to those items on the agenda. However, the Chair/President or Staff Liaison may place any item on a future agenda for discussion;
- All Board, Commission, and Corporation meetings shall be recorded as required by the Texas Open Meetings Act.

The Chair/President must ensure that effective communication exists between Board, Commission, Corporation, Council, Staff and the public. This requires frequent interaction with the Staff Liaison and Council Liaison to the Board, Commission, or Corporation. The Town Manager is responsible for ensuring that the Staff Liaison is efficient in providing requested technical assistance and information to members. This includes helping to develop appropriate rules and procedures for the group in order to complete its duties. It also requires preparation of proper meeting notices and agendas, gathering and relaying pertinent information in a timely fashion to members and providing support at meetings. If the Staff Liaison is not effectively operating in this manner, the Chair/President should first discuss the issue with the Town Manager. If satisfactory results are not achieved, the Chair/President should next contact the Mayor and Council Liaison to the Board, Commission or Corporation if a Council Liaison has been named.

It is the responsibility of the Chair/President to be mindful of the attendance, actions and activities of individual members, as well as to discuss with these members any deviations from the rules.

The Chair/President shall be responsible for communicating to the Staff Liaison any requests to be placed on the Town Council agenda for consideration.

The Chair/President and Staff Liaison shall define the scope, objectives and criteria for completion of any project to be undertaken by the group that has not been referred directly from Council. This should be done prior to the initiation of all projects. For items referred to a Board, Commission or Corporation by Council, it is the responsibility of the Chair/President and Staff Liaison to see that proceedings of the Board, Commission or Corporation fulfill the direction provided by Council in whole and in a timely manner, with appropriate information and context.

Prior to a Board, Commission or Corporation undertaking any project or initiative that requires the expenditure of funds, other than those authorized in the approved Town budget, such initiative or project shall be submitted to the Staff Liaison for action by the Town Manager.

Responsibilities of the Staff Liaison

A member of the Town staff will be assigned to each Board, Commission, or Corporation. The Staff Liaison shall not assume the responsibility or task of the group. Rather, the Staff Liaison shall provide information that group members need to perform their obligations. The Staff Liaison shall also serve as a communication link between members of the group and the Town staff. The Staff Liaison shall be responsible for making periodic reports to the Town Council regarding the activities of his/her Board, Commission or Corporation. The Staff Liaison, when appropriate and in accordance with the Texas Open Meetings Act, shall place an item on the agenda for his/her designated Board, Commission or Corporation to allow the Council Liaison to provide an update regarding the actions, direction and input of the Town Council.

Responsibilities of the Council Liaison and Council members

A member of the Town Council may be assigned as liaison to each Board, Commission, or Corporation. The Council Liaison shall not assume the responsibility or task of the assigned body. The Council Liaison shall serve as a communication link between the Board, Commission or Corporation and the Town Council. The Council Liaison shall make periodic reports to the Town Council regarding the activities of their assigned Board, Commission or Corporation.

In order to maintain appropriate separation of responsibilities between Council and boards, Council Liaisons and Council members are expected to exercise restraint in providing input to boards, but if they choose to do so, shall clearly and definitively state that they are providing input as an individual and do not represent the Council as a body in any way. Council members may freely speak before any Board, Commission or Committee on behalf of their own personal interest and concerns; in which case, they shall publicly state the nature of their interest and/or concern and that they are appearing only in their private capacity. The Council Liaison should communicate with the Chair/President throughout the year to ensure Boards, Commissions and Corporations focus on their missions and roles and to stay abreast of board activities. Council

Liaisons should be accessible to Board, Commission and Corporation Chairs/Presidents to offer feedback and guidance. Council members and Council Liaisons may address a Board, Commission or Corporation and express his or her individual opinion when that Board, Commission or Corporation is addressing a matter that personally impacts the Council Liaison or his or her personal property or interests; however, all other statements made by Council members or Council Liaisons shall reflect the opinion, advice or direction of a majority of the Town Council.



**Presentation of recommended changes
to the appointment process for boards
and commissions.**

Policy and Procedures for the Appointments



Appointment Process Review: The Town Council will undertake an annual review and any amendment of appointment procedures, with a dedicated appointments Committee to handle interviews and recommendations. Additional changes include recommendations for reviewing and handling potential board or commission member removals

Recruitment and Application: The annual recruitment process will begin in June, with specific criteria for applicants, including citizenship, voter registration, and residency requirements. Minor changes include requiring applicants to consent to a criminal history background check.



Selection and Term: No changes are recommended for this element with interviews and recommendations conducted by the Appointments Committee. Appointees fill two-year staggered terms.



Mid-Term Appointments and Removals: Procedures are included for filling mid-term vacancies and reviewing and making recommendations for removing members for misconduct or ineligibility.



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Criminal History Check for Boards and Commission Applicants

Any person making an application or reapplication for appointment to any board, commission, or committee must consent to a criminal history check prior to consideration. If an applicant is found to have been convicted of a qualifying felony or misdemeanor within the last 10 years, or the applicant is on parole or probation for any of the listed offenses, the applicant shall not be considered for appointment.



Qualifying Felony or Misdemeanor

1. A felony or a misdemeanor classified as an offense against a person;
2. A felony or a misdemeanor classified as an offense against public administration or official misconduct;
3. A felony or misdemeanor classified as an offense against public order or decency;
4. A felony or misdemeanor violation of any law intended to control the possession or distribution of any controlled substance; or
5. Any offense involving moral turpitude. (Moral turpitude may be described as international dishonesty, fraud, deceit, conduct contrary to justice, or otherwise immoral conduct.)

*Adding this requirement will require an ordinance amendment to Article 1.04 Boards, Commissions, and Committees.

Ad Hoc Committee/Task Force and Subcommittees

- ☐ Ad-hoc committee/Task Force must be created by resolution or ordinance adopted by the Town Council.
- ☐ The resolution/ordinance must provide the committee's purpose, establish the number of members, and create qualification and procedures.
- ☐ The Mayor shall recommend the members subject to the approval of Town Council.
- ☐ Any ad-hoc committee/task force created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Town Council.
- ☐ Any existing ad-hoc committee/task force not created by resolution or ordinance consistent with this section shall cease to exist upon adoption of the new ordinance.

Subcommittees



Section 1.02.033 under Budget and Development within the Code of Ordinances provides for the establishment of a Council Subcommittee for fiduciary oversight and input on the budget at the first meeting in June each year.

Consistent with the appointment process for other Council subcommittees, it is recommended that the appointment process be established as the Mayor shall recommend members subject to the approval of the Town Council.

Draft Boards and Commissions Manual

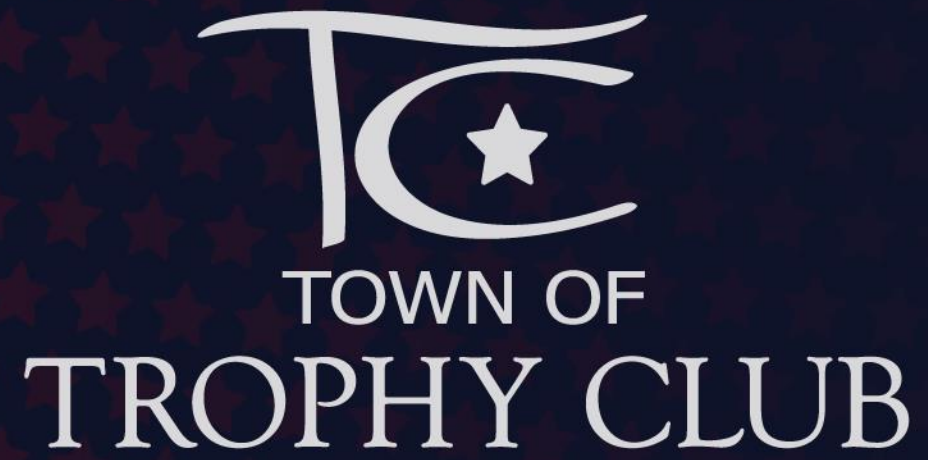
- ☐ Overview of Trophy Club Municipal Government
- ☐ Procedural Information
- ☐ Ethics and Conflicts of Interest
- ☐ Texas Open Meetings Act
- ☐ Public Information Act
- ☐ Listing of Boards and Commissions

Council Rules and Procedures Manual

Town Charter, Section 3.11 Town Council shall determine its own rules of procedure.

Current rules and procedures are scattered within policies, resolutions, and the Code of Ordinances.

Propose to remove the rules from the Code and establish a Rules and Procedures Manual to be adopted by resolution. The manual will document accepted policies, guide council members, and provide key aspects of Town Council activities to ensure consistency, transparency, and clarity.



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TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$411,500 for civil engineering, easement acquisition, bidding and construction administration, and construction inspection services for the Inverness Drive Drainage Improvement Project. (Matt Cox, Community Services Director)

BACKGROUND/SUMMARY: At the April 22, 2024 Town Council Meeting, staff presented solution options to address flooding concerns on Inverness Drive. Over the past several years, staff has tracked instances of high water and flooding within this area. 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) was completed in 2024 with the findings presented to the Town Council showing three distinct areas prone to flooding within the drainage study area. The general cause of overland flooding on 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.

On April 22, 2024, the Town Council directed staff to proceed expeditiously with the completion of the Inverness Drive Drainage Improvement Project and to include storm drain and inlet upsizing from Indian Creek to the outfall at Trophy Club Country Club. The estimated cost of the project is \$2.2 million. The attached professional services agreement engages TnP in designing, bidding, and conducting construction administration and inspection services on behalf of the Town of Trophy Club. Because this project is scheduled to be funded by American Rescue Plan Act (ARPA) grant funds, the project must be committed by December 31, 2024 and all expenditures made by December 31, 2026. In order to meet the December 31, 2024 commitment deadline, the Town must execute a contract with the construction firm. In order to meet this deadline, staff the TnP have developed the following project schedule:

June 10, 2024	Engineering Agreement Approval
June 17-July 19, 2024	Survey and SUE Work

July 22-November 1, 2024	Engineering Design
November 7-December 5, 2024	Project Let for Bid
December 5, 2024	Bid Opening
December 9-December 13, 2024	Bid Evaluation & Scoring
December 16, 2024	Special Town Council Meeting to Approve Award
December 16-31, 2024	Completion of Contracts, Bonds, and Insurance
January 10, 2025	Pre-Construction Meeting
January 14, 2025	Neighborhood Meeting
January 21, 2025	Construction Start (270 Calendar Days)
October 21, 2025	Project Completion
November 21, 2025	Project Final Acceptance

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town previously committed funding from the ARPA grant to assist local municipalities to address stormwater infrastructure. The Town has \$2.3 million committed to address stormwater drainage available for the Inverness Drive Drainage Improvement Project. If more detailed cost estimates in the future exceed the amount of ARPA funds available, the Town has approximately \$1.6 million in uncommitted funding in the Drainage Fund.

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

ATTACHMENTS:

1. Professional Services Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$411,500 for civil engineering, easement acquisition, bidding and construction administration, and construction inspection services for the Inverness Drive Drainage Improvement Project.

AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – Inverness Drainage Improvements

TNP PROJECT NUMBER: TRO 24XXX

CLIENT: Town of Trophy Club
Attn: Brandon Wright, Town Manager

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

In accordance with Texas Gov't Code Ch. 2254, the Town of Trophy Club (the **CLIENT**) has determined that the **CONSULTANT** is the most highly qualified provider of professional services for this project on the basis of demonstrated competence and qualifications and hereby requests and authorizes Teague Nall and Perkins, Inc., (the **CONSULTANT**) to perform the following services:

Article I

SCOPE: Provide Civil Engineering services associated with the drainage improvements for Inverness Drive in Trophy Club, Texas, as generally shown on Attachment 'D'.

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION shall be on the basis of the following:

A. Basic Services: The **CONSULTANT**'s compensation for Basic Services included in Attachment 'A' shall be based on a Fixed Fee:

• Easement Acquisition Support (assume 7 parcels)	\$ 84,000
○ Negotiation Services (\$5,500 per parcel) - \$ 38,500	
○ Title Research & Recording Services (\$1,500 per parcel) - \$10,500	
○ Real Estate Appraisal Services (\$5,000 per parcel) - \$35,000	
• Topo & Boundary Survey	\$ 35,000
• Easement Documents (7 @ \$2,500 per parcel)	\$ 17,500
• SUE (Subsurface Utility Engineering)	\$ 25,000
• Civil Engineering	\$ 160,000
• Bidding & Construction Administration	\$ 40,000
• Construction Inspections	\$ 50,000

The above costs include expenses such as prints, plots, photocopies, plans or documents on CD, DVD or memory devices, mileage, air fare, and lodging. Payment to the **CONSULTANT** shall be due in monthly installments based on the **CONSULTANT**'s estimate of the percentage of the contact completed during the billing period.

B. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The **CONSULTANT**'s compensation for Special

Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

Fixed Fee Compensation for Special Services: Payment shall be as described above for Basic Services.

Hourly Reimbursable Compensation for Special Services: Payment shall be due in monthly installments based on the amount of hours worked by each employee and the CONSULTANT'S current standard rates presented in Attachment 'B' Standard Rate Schedule.

Unit Cost Compensation for Special Services: Payment to CONSULTANT shall determined by the quantity (per Each or per LF) completed times the Unit Price reflected in Attachment 'B-2' Compensation Summary. Payment shall be due in monthly installments based on the quantity completed during the billing period.

C. Additional Services: Any service provided by the CONSULTANT which is not specifically described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:

- 1) Platting preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Encroachment or Access Agreements;
- 3) Environmental Assessments;
- 4) Franchise Utility Extensions or Relocations;
- 5) Water of Sanitary Sewer Studies;
- 6) Screen Wall Design;
- 7) Storm Water Pollution Prevention Plan (SWPPP);
- 8) TxDOT Turn Lanes (Acceleration or Deceleration);
- 9) LEED Certification Design;
- 10) Geotechnical Engineering;
- 11) Lift Station Design;
- 12) Electrical Engineering;
- 13) Onsite Water Storage Tank or Fire Pump System;
- 14) Permitting;
- 15) Construction staking

Upon written authorization from the CLIENT, the CONSULTANT will perform Additional Services. Payment to the CONSULTANT for Additional Services shall be on a Fixed Fee or Hourly Reimbursable basis, as described above.

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

E. 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.

F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.

G. Sample Invoice: The CONSULTANT'S invoice format will match the sample invoice included in Attachment 'B-2'.

Article III

SCHEDULE: The proposed services shall begin within 10 working days of authorization to proceed. A project schedule is included as Attachment 'C' and made a part hereto.

Article IV

CONTRACT PROVISIONS: The document entitled "Contract Provisions" which are attached hereto is made a part hereof. This Authorization of Professional Services, together with the Contract Provisions and all other exhibits attached hereto are collectively referred to as the "Agreement".

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 CONSULTANT receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

Town of Trophy Club

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: _____

Title: _____

Date: _____

By: _____

Michael Wilson

Title: _____

Principal

Date: _____

June 4, 2024

Firm Contact Information:

5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817-336-5773
Contact: Mike Wilson



TNP Firm Registrations

Texas Board of Professional Engineers and Land Surveyors | Engineering Firm No. F-230 | Surveying Firm No. 10011600 | 10194381 | 10011601
Texas Board of Architectural Examiners Firm No. BR 2673

Project Name: Trophy Club - Inverness Drive Drainage Improvements

Client: Town of Trophy Club

TNP Project #: TRO24XXX

Date: 06.03.2024

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. DIRECT EXPENSES

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.

3. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.

4. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over 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. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

5. PROFESSIONAL STANDARDS

The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied concerning the standard of care. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6. TERMINATION

Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT 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.

7. LEGAL EXPENSES

In the event legal action is brought by CLIENT or CONSULTANT 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.

8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT 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 in accordance with Texas Gov't Code Ch. 2251.

9. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

10. 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 not be added on or collected as the Client is tax exempt under Texas law.

11. 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 Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. 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.

13. 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.

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety

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precautions a selected or used by any contractor. CONSULTANT shall not be responsible for any decisions, acts or omissions of any constructor.

16. OWNER RESPONSIBILITY

CLIENT shall be responsible for all requirements and instructions that it furnishes to CONSULTANT pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of: (i) any hazardous materials or matters that affect the scope or time of performance of CONSULTANT's services; or (ii) any defect or nonconformance in CONSULTANT's services or the contractor's work; provided, however, this Section 16 shall not relieve CONSULTANT of its obligations under Texas Business and Commerce Code Ch. 59 or any other law, and this Section 16 shall not be construed as a limitation or waiver of CLIENT under Texas Civil Practice and Remedies Code Ch. 16.

17. SITE VISITS

In the event the Scope of work requires CONSULTANT to make site visits to observe contractor's work on a Project, such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the work, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the work based on CONSULTANT's exercise of professional judgment. CONSULTANT will have no responsibility for any defects in the work not actually discovered by CONSULTANT during such site visits.

18. CHOICE OF LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to applicable principles of conflicts of law. Each of the parties hereto irrevocably consents to the exclusive jurisdiction of any federal or state court located within Denton County, Texas, in connection with any matter based upon, arising out of, or contemplated in this Agreement.

19. DOCUMENTS

A. All documents prepared by CONSULTANT ("Documents") are instruments of service, purchased with public funds and shall become the property of the Town upon payment whether or not the subject project ("Project") is completed. CLIENT may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project and for other municipal purposes related to this Agreement, and will have the right to use the Documents only on the Project, extensions of the Project, and for other related uses, subject to receipt by CONSULTANT of full payment due and owing for all services relating to preparation of the Documents, may not be used unless completed and not for any work or purpose not intended.

B. CLIENT and CONSULTANT may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

20. ATTORNEY FEES

In the event that any suit or action over the enforcement, interpretation or other matter emanating from this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

21. MISCELLANEOUS

21.1. This Agreement is binding on and will inure to the benefit of each of the parties and their respective successors and legal representatives. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party. There are no third party beneficiaries. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. Non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

21.2. Insurance. The CONSULTANT shall effect and maintain insurance to protect itself from claims under workmen's compensation act's claims for damages because of bodily injury, including personal injury; sickness or disease; death of any of its employees; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and from claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is legally liable. The CONSULTANT shall provide to the TOWN a copy of the Certificate of Insurance naming TOWN as an additional insured.

21.3. Indemnity. The CONSULTANT shall indemnify and hold harmless the CLIENT and its officers, agents, and employees from the liability of the CLIENT on account of any injuries or damages received or sustained by any person or persons or property, including court costs and reasonable attorney fees incurred by the CLIENT, proximately caused by the negligent acts or omissions of the CONSULTANT or its officers, agents, employees, or subcontractors in the execution, operation, or performance of this Agreement. This indemnity provision shall be construed in compliance with Texas Local Gov't Code Sec. 271.904, to the greatest extent allowed by law. In the event of a conflict between this paragraph and Texas Local Gov't Code Sec. 271.904, then Sec. 271.904 shall supersede this Agreement and shall be made enforceable under this Agreement.

21.4. Additional Verifications. To the extent required by Texas law, the CONSULTANT verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and 2271.001, as amended, and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2276.001, and it will not boycott energy companies during the term of the Agreement; and (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

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21.5. Non-collusion. The CONSULTANT represents and warrants that the CONSULTANT has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration prohibited by law to any person as an inducement to obtain the services to be provided to the CLIENT under this Agreement.

21.6. Governmental Functions. The Parties hereby acknowledge and agree that the CLIENT is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the CLIENT's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the Parties hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas local Government Code, as amended, the CLIENT's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, Texas Local Government Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

21.7. Adverse Interests. The CONSULTANT further agrees that during the course and scope of this Agreement, except with CLIENT's knowledge and consent, the CONSULTANT shall not represent any third party against the CLIENT in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the CLIENT, as determined by the CLIENT.

21.8. Ethics Disclosure. To the extent required by law, the CONSULTANT represents that it has completed a Texas Ethics Commission (the "TEC") form 1295 ("Form 1295") generated by the TEC's electronic filing application in accordance with the provisions of Texas Gov't Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the CLIENT and the contract identification number, the CLIENT is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by the CONSULTANT and the CLIENT has not verified such information.

21.9. Public Funding. This Agreement is subject to the appropriation of public funds by the CLIENT in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the CLIENT pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the CLIENT for that fiscal year only, and shall not constitute an indebtedness of the CLIENT of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

21.10. Public Information; Confidentiality. The CONSULTANT will maintain as confidential any documents or information provided by CLIENT and will not release or publish same to any third-party without prior permission from CLIENT, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the CLIENT. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the CONSULTANT agrees that this Agreement may be terminated if the CONSULTANT knowingly or intentionally fails to comply with a requirement of that subchapter.

ATTACHMENT 'A'

ITEMIZED SCOPE OF SERVICES

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

BASIC SERVICES

RIGHT OF WAY ACQUISITION SUPPORT (7 PARCELS)

1. Negotiation Services

- a. Utilize County Appraisal District information and other online tools to locate contact information for the impacted landowners.
- b. Analyze ownership & lien report to determine property vesting.
- c. Contact the landowners to update them on the project and see if they are willing to donate the needed easement for the project.
- d. Obtain an Ownership and Lien report for each parcel.
- e. Prepare the initial letter, instruments of conveyance, and any other documents required or requested by the CLIENT, on CLIENT approved forms.
- f. Develop an initial offer value based on estimated unit valuations from the Appraisal District.
- g. Once approved by the CLIENT, send an offer letter, and required brochures to each property owner or the property owner's designated representative through CMRRR (Certified Mail Return Receipt Requested). Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for recording with the County.
- h. Make at least four (4) diligent attempts to negotiate with each property owner after which negotiations will be considered exhausted.
- i. Prepare and maintain a negotiator's report for each parcel.
- j. Receive any counteroffers from the property owner. Evaluate all counters and submit to and discuss them with the CLIENT's Project Manager.
- k. Have the executed easement document filed in the County deed records and provide the CLIENT with the filed copy.

2. Title Research and Recording (combined)

- a. Secure ownership and lien reports from the Title Company.
- b. Any fees related to obtaining certified court documents and fees for recording the same, shall be direct pass-through fees at the exact cost.
- c. PROVIDER shall cause the recordation of instruments conveying property to the CLIENT. The cost of recording and filing fees is incorporated into the fixed fee for this service.

3. Real Estate Appraisal Service (as needed)

- a. Appraisers will provide advance notice of the date and time of their appraisal inspections of the subject property to the CONSULTANT'S Project Manager.
- b. Appraisers will prepare and conduct personal pre-appraisal contact with interest owners for each parcel.
- c. Appraisers will contact property owners or their designated representative to offer an opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain a record of contact in the file.

- d. For an initial appraisal assignment, prepare an appraisal report for each parcel to be acquired utilizing appropriate appraisal forms. These reports shall conform to policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- e. CONSULTANT will review and recommend completed appraisals for approval by the CLIENT Staff or assigns.
- f. Should revisions or updates to appraisal reports be requested by the CLIENT, CONSULTANT will submit associated fees to CLIENT for approval before authorizing such revisions or updates.

TOPO AND BOUNDARY SURVEY

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
5. Establish vertical benchmarks as needed throughout the project.
6. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
7. Visible utilities such as power poles, manholes and valves etc. will be located.

Deliverable = Existing Property base and Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202).

EASEMENT DOCUMENTS (SEPARATE INSTRUMENT EXHIBITS)

1. Title research and deeds obtained of the subject property and the adjoining property owners.
2. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
3. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
4. 5/8" iron rods with plastic caps "TNP" will be set for property corners where or when necessary.
5. A metes and bounds description will be prepared, signed and sealed by a Registered Professional Land Surveyor.
6. A survey sketch will be prepared and signed/sealed by a Registered Professional Land Surveyor.

Deliverable = Separate Instrument exhibit and Legal Description for filing.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202) scaled to Surface with a combined scale factor supplied.

SUE (SUBSURFACE UTILITY ENGINEERING)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-“D”) – Generally QL-“D” indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-“C”) - Generally QL-“C” indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-“D” information. Incorporates QL-“D” information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-“B”) – Generally QL-“B”, also known as “designating” indicates information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.
 - Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client's

needs can be added as additional work to address concerns of the project impacts of "unknown" facilities.

5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility

clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.

9. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

SCOPE OF BASIC SERVICES:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the following areas:

- a. At all major road and railroad crossings along the proposed sewer route, a 100' wide area centered on the proposed sewer alignment. Crossings include King Rd, FM 552, State Hwy 66, Huckaby Dr, Dallas Garland and Northeastern RR, and the Cypress Creek Apartment main driveway

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectable indications of the location of anticipated subsurface utilities.
 - c. Marking all locations that can be validated, using paint, flags or other devices.
 - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - e. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
- b) Quality Level A Utility Test Hole – TNP will excavate by air-vacuum or other minimally invasive methods up to **three (3) test holes**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. The location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. This work includes:
- a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.
 - b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
 - c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
 - d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than cones additional direct expenses will be charged)
 - e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

CIVIL ENGINEERING

CONSULTANT will use the drainage study previously performed as the basis of the design. CONSULTANT will coordinate the work as necessary with the Town and provide periodic updates as well as meet with Town staff to review scope, estimates and schedules.

Provide Civil Engineering for the drainage improvements as shown on Attachment 'D'.

Scope of work shall include the following:

- Drainage Plans and Profiles
- Project Details
- Project Contracts per Town Standards

BIDDING AND CONSTRUCTION ADMINISTRATION

1. Once plans are approved to move forward to bidding, CONSULTANT will reproduce full detailed contract documents to complete the bid package for distribution to prospective bidders. CONSULTANT will represent the plans and answer questions to perspective bidders and issue addendums as necessary. CONSULTANT will represent the Town at the bid opening to receive and open bids and prepare a bid tabulation of the bids. CONSULTANT will review all bids and evaluate the apparent low bidder and make recommendation in writing to the Town Council as well as present the bid to the Council in public hearing as necessary.
2. CONSULTANT will prepare the contract documents for execution by the Owner and approved Contractor. CONSULTANT will conduct a pre-construction meeting to initiate the construction. CONSULTANT will attend and oversee periodic job site meetings to oversee the construction of the project. It is anticipated that the project will take approximately 10-months to complete.
3. For purposes of this agreement, the scope will include bi-weekly Owner-Engineer-Contractor (OEC) meetings which will be up to 18 meetings. In addition to the site meetings, the Design Team will review all Shop Drawings, respond to RFI's and review and make payment recommendations to the Owner.
4. Once the project is substantially complete, a punch list will be developed to identify any noncompliant or incomplete work by the contractor and to assist in the final completion of the project and final payment. An additional follow up to any outstanding items or issues will be provided until Final Acceptance of the work is given to the Contractor.

CONSTRUCTION INSPECTION

The project scope will be to provide Construction Inspection for all public improvements – paving and storm drainage improvements. Any water/sewer improvements to be inspected by the Town MUD.

CONSULTANT will provide an onsite inspector as necessary to review, oversee and inspect all public improvements, including subgrade, lime stabilization, pre-installation of pavement that would include review placement of forms and reinforcing steel as well as inspection of placement and finishing of concrete pavements, and installation of storm drainage infrastructure.

The inspection will be based plans and specifications prepared by the CONSULTANT, the engineer of record and under the oversight of CONSULTANT who is providing construction management services.

Inspector will maintain inspection reports and provide feedback and direction to the contractor and Town as necessary to make any adjustments during these construction activities.

ADDITIONAL SERVICES (NOT INCLUDED)

Title and Closing Services (combined), if requested by the CLIENT

- a. Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance.
- b. Secure title insurance for all parcels acquired, ensuring acceptable title to the CLIENT. Written approval by the CLIENT is required for any exception.
- c. The curative services necessary to provide clear title to the CLIENT is the responsibility of CONSULTANT.
- d. CONSULTANT provides closing services in conjunction with the Title Company.
- e. Any fee related to obtaining certified court documents and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.
- f. CONSULTANT shall cause the recordation of all instruments conveying property to the CLIENT. The cost of the recording fees and filing fees are paid by CLIENT and are not included in the CONSULTANT's negotiated fee schedule.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

2024 Standard Hourly Rates

Effective January 1, 2024 to December 31, 2024

Engineering/Landscape Architecture/ROW	Hourly Billing
Principal or Director	\$310.00
Team Leader	\$285.00
Senior Project Manager	\$280.00
Project Manager	\$240.00
Senior Engineer	\$290.00
Project Engineer	\$190.00
Senior Structural Engineer	\$295.00
Structural Engineer	\$210.00
Engineer III/IV	\$170.00
Engineer I/II	\$145.00
Senior Landscape Architect/Planner	\$290.00
Landscape Architect / Planner	\$210.00
Landscape Designer	\$150.00
Senior Designer	\$195.00
Designer	\$170.00
Senior CAD Technician	\$165.00
CAD Technician	\$130.00
IT Technician	\$190.00
Clerical	\$90.00
ROW Manager	\$265.00
Senior ROW Agent	\$195.00
ROW Agent	\$155.00
Relocation Agent	\$195.00
ROW Tech	\$110.00
Intern	\$90.00
Surveying	Hourly Billing
Survey Manager	\$310.00
Registered Professional Land Surveyor (RPLS)	\$265.00
Field Coordinator	\$160.00
S.I.T. or Senior Survey Technician	\$155.00
Survey Technician	\$140.00
1-Person Field Crew w/Equipment**	\$170.00
2-Person Field Crew w/Equipment**	\$200.00
3-Person Field Crew w/Equipment**	\$225.00
4-Person Field Crew w/Equipment**	\$245.00
Flagger	\$65.00
Abstractor (Property Deed Research)	\$105.00
Small Unmanned Aerial Systems (sUAS) Equipment & Crew	\$475.00
Terrestrial Scanning Equipment & Crew	\$290.00

Utility Management, Utility Coordination, and SUE		Hourly Billing
Senior Utility Coordinator		\$190.00
Utility Coordinator		\$170.00
SUE Field Manager		\$190.00
Sr. Utility Location Specialist		\$180.00
Utility Location Specialist		\$135.00
1-Person Designator Crew w/Equipment***		\$165.00
2-Person Designator Crew w/Equipment***		\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)		\$335.00 (4 hr. min.)
Core Drill (equipment only)		\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)****		\$2,400.00 each
SUE QL-A Test Hole (> 8 < 15 ft)****		\$2,900.00 each

Construction Management, Construction Engineering and Inspection (CEI)		Hourly Billing
Construction Inspector I/II		\$120.00
Construction Inspector III		\$140.00
Senior Construction Inspector		\$160.00
Construction Manager		\$235.00
Senior Construction Manager		\$280.00

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 2024 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.

ATTACHMENT 'B-1' COMPENSATION SUMMARY

SERVICE	FEE	FEE BASIS
BASIC SERVICES		
ROW Acquisition Support (7 parcels)		
Negotiation Services	\$38,500	Per Each
Title Research & Recording Services	\$10,500	Per Each
Real Estate Appraisal Services	\$35,000	Per Each
Topo & Boundary Survey	\$35,000	Fixed Fee
Easement Documents	\$17,500	Per Each
SUE (Subsurface Utility Engineering)	\$25,000	Fixed Fee
Civil Engineering	\$160,000	Fixed Fee
Bidding & Construction Administration	\$40,000	Fixed Fee
Construction Inspections	\$50,000	Fixed Fee
TOTAL FEE	\$411,500	

ATTACHMENT 'B-2'
SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive

Suite 100

Fort Worth, TX 76137

817-336-5773

Client Contact

Client

Address

Invoice number

Date _____

Professional services rendered for the month ending November 30,2022

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Easement Acquisition Support (7 parcels)					
Negotiation Services					
Title Research & Recording Services					
Real Estate Appraisal Services					
Topo & Boundary Survey					
Easement Documents					
SUE					
Civil Engineering					
Bidding & Construction Administration					
Construction Inspections					
Total					

Invoice total

Please show project number on all payments of this statement

Project Name: Trophy Club - Inverness Drive Drainage Improvements

Client: Town of Trophy Club

TNP Project #: TRO24XXX

Date: 06.04.2024

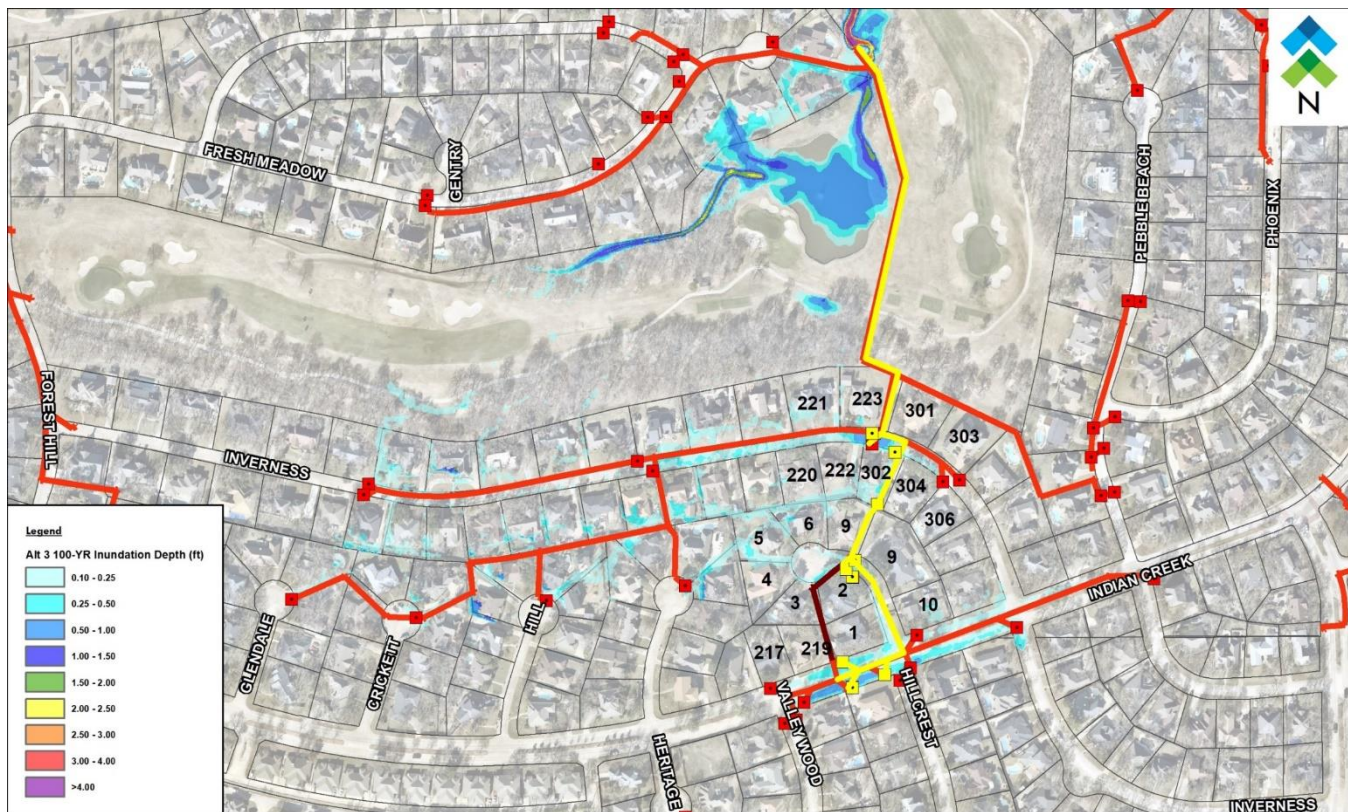
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ATTACHMENT 'C' PROJECT SCHEDULE

The CONSULTANT shall endeavor to accomplish the work in accordance with the project schedule provided by the Owner and/or Architect.

ATTACHMENT 'D' Inverness Drive Drainage



(red lines represent existing storm drain infrastructure, yellow lines represents the new storm drain improvements)



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider a developer agreement between the Town of Trophy Club and Wasatch Properties, LLC for the Triple Crown Estates and authorizing the Mayor or her designee to execute same on behalf of the Town. (Matt Cox, Community Development Director)

BACKGROUND/SUMMARY: On January 8, 2024, Council approved the Final Plat for the Triple Crown Estates consisting of six (6) residential lots and one (1) open space lot with a public right-of-way street with a cul-de-sac serving each lot, containing approximately 2.992 acres of land. The developer's agreement was not presented and approved with the Final Plat due to staff, legal review, consultations, and revisions. As a result, this developer's agreement is now ready for consideration and approval, allowing Wasatch Properties, LLC to commence infrastructure construction at Triple Crown Estates.

As per subdivision Ordinance 10.02.201 requirements, a developer's agreement shall be signed by the Mayor after engineering plans and cost estimates have been approved. Wasatch Properties, LLC is responsible for the public improvements principally listed in Chapter 10, Article 10.02 Division 4.

1. Water Distribution System
2. Sanitary Sewer System
3. Drainage and Storm Sewer
4. Street Construction

A homeowner's association (HOA) will be created with the filing of the Final Plat that will own and maintain Lot 7X. Additionally, the satisfaction of Parkland Dedication shall be paid prior to construction beginning and the issuance of building permits.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Triple Crown Estates Developers Agreement - FINAL

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the developer's agreement between the Town of Trophy Club and Wasatch Properties, LLC for the Triple Crown Estates and authorizing the Mayor or her designee to execute same on behalf of the Town.

**THE TRIPLE CROWN ESTATES DEVELOPMENT CONTRACT
FOR
PUBLIC IMPROVEMENTS**

WHEREAS, WASATCH PROPERTIES (the “Developer”), whose business address is 2008 Wood Thrush Court, Westlake, TX 76262, is the developer of real property located in the limits of the Town of Trophy Club, being described as THE TRIPLE CROWN ESTATES SUBDIVISION (the “Development”), an unrecorded subdivision to the Town of Trophy Club, Texas, being further identified on Exhibit A attached hereto; and

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

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

WHEREAS, this Agreement is required to ensure that the Public Improvements are constructed in accordance with the Town’s standard specifications for public works projects, applicable ordinances and design criteria manuals (“Standard Specifications”), and the plans and specifications prepared by Developer’s engineer, Vasquez Engineering, LLC (“Developer’s Engineer”) dated May 2023, which were approved by the Town and are on file in the office of: Teague, Nall & Perkins, Tom Rutledge, Town Engineer, 100 Macon Street, Fort Worth, Texas 76102 (“Town Engineer”), which may be amended with the written approval of the Town Engineer or their designee (the “Project Specifications”), such Standard Specifications and Project Specifications being incorporated hereby by reference and herein called collectively the “Plans and Specifications”; and

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

WHEREAS, the Developer shall provide for the construction of the Public Improvements by and through the Developer’s contractor North Texas Contracting Inc, (the “Contractor”) whose address is 4999 Keller Haslet Rd, Keller, TX 76248, a construction contractor experienced in the construction of improvements similar to the Public Improvements. The Contractor shall meet Town and statutory requirements for being insured, licensed, and bonded to perform work in public rights-of-way, and to be qualified in all respects to bid on public streets and public projects of a similar nature. The Developer agrees to submit contract documents to the Town and to participate in pre-construction meetings with the Town and all Contractors; and

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

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

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

1. Covenants of Developer and Contractor:

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

permits or other approvals for the Development until such matter is remedied to the satisfaction of the Town Engineer.

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

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

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

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

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Agreement may not be assigned without written consent of the Parties.
7. Legal Construction. In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and the Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.
8. Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
9. Texas Public Information Act. Unless otherwise provided by law, all information, documents, and communications relating to the Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and each party agrees that this Agreement may be terminated with regard to such party if such party knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable.
10. Governmental Function(s) and Immunity. The parties hereby acknowledge and agree that the Town is entering into the Agreement in the performance of and pursuant to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in the Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.
11. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Agreement) and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.
12. Additional Verifications. To the extent required by Texas law, the Developer and Contractor each verify that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

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

Executed this, _____ day of _____, 2024.

DEVELOPER:

NAME: _____

BY: _____

Name:

Title:

Address:

CONTRACTOR:

NAME: _____

BY: _____

Name:

Title:

Address:

TOWN OF TROPHY CLUB:

BY: _____

Jeannette Tiffany, Mayor

ATTEST:

BY: _____

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

BY: _____

Dean Roggia, Town Attorney

The Development

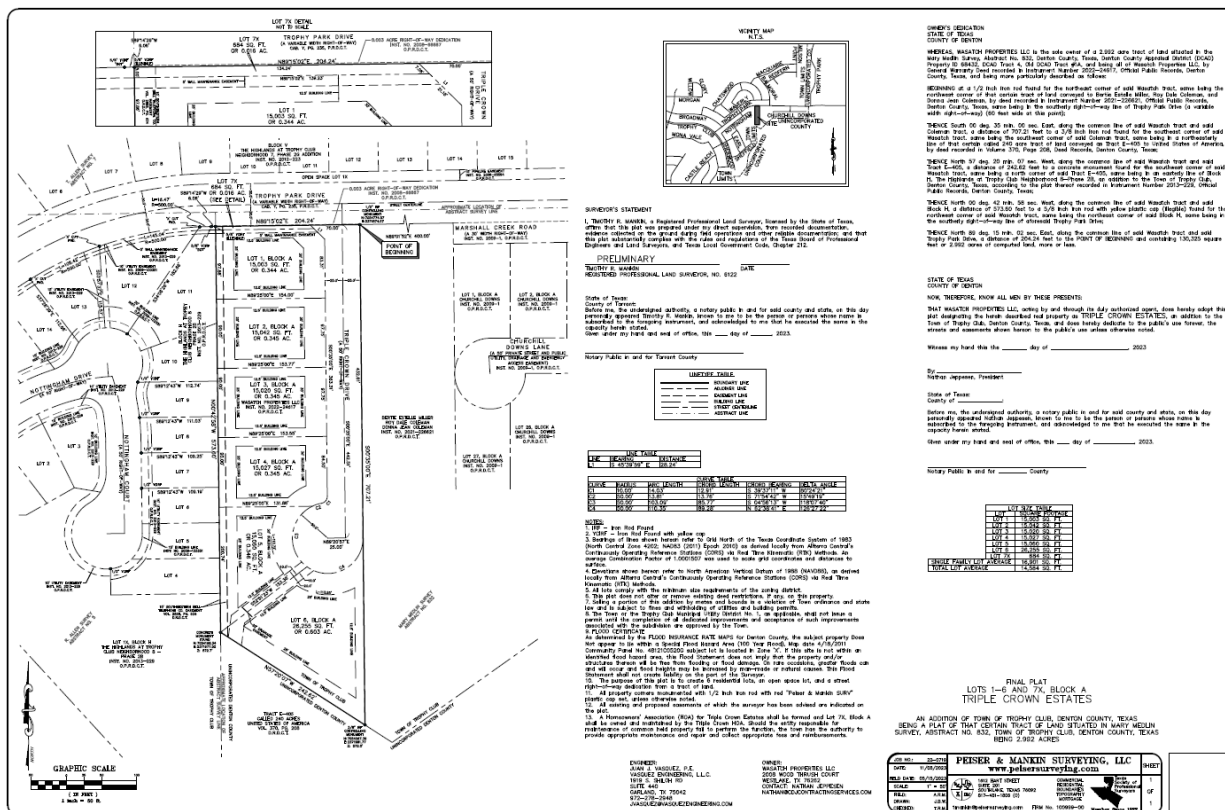


Exhibit B

TRIPLE CROWN ESTATES
LOTS 1-6
CONSTRUCTION COSTS OF PUBLIC IMPROVEMENTS
2/19/2024

WATER				
ITEM	UNIT	QTY	UNIT COST	ITEM COST
6" PVC C900 WATER LINE COMPLETE IN-PLACE WITH BEDDING	LF	30	\$ 60.00	\$ 1,800.00
6" PVC C900 WATER LINE BY BORE W/STEEL ENCASEMENT	LF	50	\$ 150.00	\$ 7,500.00
2" POLY	LF	456	\$ 45.00	\$ 20,520.00
1" POLY	LF	46	\$ 35.00	\$ 1,610.00
8"X6" TAPPING SLEEVE	EA	1	\$ 3,000.00	\$ 3,000.00
6" GATE VALVE W/BOX	EA	3	\$ 2,500.00	\$ 7,500.00
1" DOMESTIC SERVICE W/METER BOX	EA	6	\$ 2,000.00	\$ 12,000.00
FIRE HYDRANT	EA	1	\$ 5,000.00	\$ 5,000.00

SUBTOTAL	\$ 58,930.00
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SANITARY SEWER				
ITEM	UNIT	QTY	UNIT COST	ITEM COST
8" SDR 26 PVC SEWER PIPE COMPLETE IN-PLACE WITH BEDDING	LF	832	\$ 70.00	\$ 58,240.00
8" SDR 26 PVC SEWER PIPE BORE WITH STEEL ENCASEMENT	LF	130	\$ 250.00	\$ 32,500.00
4" DIA SANITARY SEWER MANHOLE	EA	5	\$ 11,500.00	\$ 57,500.00
4" SERVICE WITH PROPERTY LINE CLEANOUT	EA	6	\$ 2,500.00	\$ 15,000.00
REMOVE EXIST 5' SIDEWALK FOR SEWER INSTALLATION	SF	662	\$ 5.00	\$ 3,310.00
5' WIDE SIDEWALK REPLACEMENT	SF	724	\$ 5.00	\$ 3,620.00
REMOVE & REPLACE EXIST STREET PAVEMENT (FULL PANEL)	SY	200	\$ 90.00	\$ 18,000.00
CONNECT TO EXISTING SSMH	EA	1	\$ 5,000.00	\$ 5,000.00
CEMENT STABILIZED BACKFILL	CY	25	\$ 100.00	\$ 2,500.00
RECONNECT 4" SERVICE	EA	2	\$ 1,500.00	\$ 3,000.00

SUBTOTAL	\$ 198,670.00
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DRAINAGE				
ITEM	UNIT	QTY	UNIT COST	COST
24" CL III RCP COMPLETE IN-PLACE WITH BEDDING	LF	163	\$ 105.00	\$ 17,115.00
12" CL III RCP COMPLETE IN-PLACE WITH BEDDING	LF	7	\$ 60.00	\$ 420.00
2'X2' GRATE INLET	EA	1	\$ 5,000.00	\$ 5,000.00
10' CURB INLET	EA	1	\$ 5,000.00	\$ 5,000.00
5' DIA STORM SEWER MANHOLE	EA	1	\$ 15,000.00	\$ 15,000.00
ROCK RIP-RAP	CY	8	\$ 500.00	\$ 4,000.00

SUBTOTAL	\$ 46,535.00
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PAVING				
ITEM	UNIT	QTY	UNIT COST	COST
6" THICK, 4,000 PSI REINFORCED CONC. PAVEMENT COMPLETE W/INTEGRAL CURB	SY	2015	\$ 58.00	\$ 116,870.00
6" LIME STABILIZED SUBGRADE	SY	2150	\$ 5.00	\$ 10,750.00
HYDRATED LIME 31 LB/SY	TON	33.5	\$ 150.00	\$ 5,025.00
5' WIDE SIDEWALK	SF	810	\$ 5.00	\$ 4,050.00
BARRIER FREE RAMP	EA	1	\$ 1,500.00	\$ 1,500.00
STREET LIGHTS W/CONDUIT	EA	2	\$ 5,000.00	\$ 10,000.00
STOP SIGN W/STREET BLADE COMPLETE IN-PLACE	EA	1	\$ 1,500.00	\$ 1,500.00

SUBTOTAL	\$ 149,695.00
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PROJECT TOTAL	\$ 453,830.00
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TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Tammy Dixon, Town Secretary
Patrick Arata, Chief of Police

AGENDA ITEM: Consider an ordinance revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety.
(Tammy Dixon, Town Secretary/Patrick Arata, Chief of Police)

BACKGROUND/SUMMARY: In October 2006, the Trophy Club Town Council adopted Ordinance No. 2006-29, establishing regulations for sex offender residences within the Town of Trophy Club. The ordinance includes requirements for a safety zone map, which must be incorporated into the ordinance and updated as necessary to reflect new developments and the construction of qualifying facilities. Under the current ordinance, updates to the map require formal Town Council approval and updating the Town's Code of Ordinances.

A legal review of the current ordinance was performed by the Town Attorney. The proposed ordinance replaces the current ordinance in its entirety. The most significant change is shifting the authority to update the safety zone map from the Town Council to the Town Manager. The map is removed from being directly inserted into the Code of Ordinances and will be made available to the public during the Town's regular business hours at the Town's police department as well as on the Town's website.

The Town's sex offender ordinance aims to safeguard the community by imposing restrictions on the residency and activities of registered sex offenders within Town limits. Granting the Town Manager the authority to manage this process would streamline operations and ensure the map is kept current. The recommended amendments do not change the distance requirements or other restrictions established in the current version of the sex offender ordinance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: Town Attorney Roggia prepared the amended ordinance.

ATTACHMENTS:

1. Ordinance
2. Safety Zone Map 5-15-24

3. Texas Sex Offender Registration Program _ Department of Public Safety
4. US DOJ Recidivism of Adult Sexual Offenders
5. AG Opinion Sex Offenders

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance revising sex offender regulations and residency restrictions by amending Chapter 8 "Offenses and Nuisances," Article 8.06 "Sex Offender Residency Restrictions" of the Code of Ordinances in its entirety.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REVISING SEX OFFENDER REGULATIONS AND RESIDENCY RESTRICTIONS BY AMENDING CHAPTER 8 “OFFENSES AND NUISANCES,” ARTICLE 8.06 “SEX OFFENDER RESIDENCY RESTRICTIONS” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVINGS CLAUSE; 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 has previously adopted regulations restricting the residency of sex offenders; and

WHEREAS, the Town Council finds and declares that sex offenders are a threat to public safety; and

WHEREAS, the Town Council finds from the evidence that the recidivism rate for released sex offenders is significant, especially for those who commit crimes against minors; and

WHEREAS, the Town Council finds from the evidence that restrictions on the proximity of sex offenders to schools or other facilities that might create temptation to repeat offenses are one way to minimize the risk of recidivism; and

WHEREAS, the Town Council finds that establishing a policy to restrict the property available for residence of sex offenders will provide better protection for children gathering in the Town; and

WHEREAS, the Town Council desires to establish child safety zones and distance restrictions for sex offenders in order to protect the health, safety, and welfare of its residents and residents of the State of Texas; and

WHEREAS, the Attorney General issued Opinion No. GA-0526 in 2007, which confirmed that home rule municipalities may pass ordinances restricting the residency of sex offenders.

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

SECTION 1. INCORPORATION OF RECITALS

The above and foregoing recitals 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 8 “Offenses and Nuisances,” Article 8.06 “Sex Offender Residency Restrictions,” is hereby amended in its entirety to read as follows:

“§ 8.06.001 **Definitions.**

For the purposes of this article, the following terms, words, and the derivations thereof shall have the meanings given herein:

Child safety zone. A premises where children commonly gather. The term includes a school, day-care facility, playground, youth center, swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by section 544.251, Texas Insurance Code.

Database. The Texas Department of Public Safety’s sex offender database or registry, which contains sex offender information that is reported, collected, and disseminated pursuant to Chapter 62, Texas Code of Criminal Procedure.

Day-care facility. An establishment where more than three (3) unrelated children under the age of fourteen (14) are left for care, training, education, custody, or supervision during the day or any portion thereof. The term does not include overnight lodging, medical treatment, counseling or rehabilitative services and does not apply to any school, public or private, as herein defined.

Minor. A person younger than seventeen (17) years of age.

Permanent residence. A place where a person abides, lodges, or resides for fourteen (14) or more consecutive days.

Playground. Any outdoor facility that is not on the premises of a school and that: (a) is intended for recreation; (b) is open to the public; and (c) contains three (3) or more play stations or apparatus intended for the recreation of children, such as slides, swing sets, and teeterboards.

Premises. Real property and all buildings and appurtenances pertaining to the real property.

Sex offender. An individual who is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure.

School. A private or public elementary or secondary school or a day-care center, as defined by Section 42.002, Texas Human Resources Code.

Swimming pool. Any structure intended or used by the public for swimming or recreational bathing, regardless of size, and including in-ground, above-ground and on-ground swimming pools. The term shall not include swimming or bathing facilities located on private residential property which are not open for use by the public or swimming or bathing facilities located within an apartment or other multifamily housing complex

Temporary residence. A place where a person abides, lodges, or resides for a period of fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where a person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Video arcade facility. means any facility that: (a) is open to the public, including persons who are 17 years of age or younger; (b) is intended primarily for the use of pinball or video machines; and (c) contains at least three pinball or video machines.

Youth center. Any public or private recreational facility or gymnasium that: (a) is intended primarily for use by persons who are 17 years of age or younger; and (b) regularly provides athletic, civic, or cultural activities.

§ 8.06.002 Offenses.

- (a) For each person who is a sex offender pursuant to Chapter 62, Texas Code of Criminal Procedure, because of a reportable conviction or adjudication involving a victim who was as minor, it is unlawful for that person to establish a permanent residence or temporary residence within 1,000 feet of any child safety zone.
- (b) It is unlawful for any person to let or rent any place, structure, or part thereof with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this section, if such place, structure, or part thereof is located within 1,000 feet of any child safety zone.
- (c) For each person required to register as a sex offender pursuant to Chapter 62, Texas Code of Criminal Procedure, on the database because of a reportable conviction or adjudication involving a victim who was a minor, it is unlawful for that person to go in, on, or within 1,000 feet of any child safety zone.
- (d) Nothing in this section shall require any person to terminate any lease, or sell or otherwise dispose of any real estate, or real property interest, or home acquired or owned prior to the conviction of the person as a sex offender.

§ 8.06.003 Evidentiary matters; measurements.

- (a) It shall be prima facie evidence that this article applies to a person if that person's record appears on the database and the database indicates that the victim was a minor.
- (b) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the child safety zone, or, in the

case of multiple residences on one property, the distance requirement shall be measured from the nearest portion of the building or structure used as a permanent or temporary residence by the sex offender or the parking lot or driveway providing access thereto, whichever is closest to the nearest property line of the child safety zone.

- (c) A map depicting child safety zones is hereby adopted by the Town and shall be made available to the public during the Town's regular business hours at the Town's police department. The Town Manager shall review the map at least annually. The Town Manager may make adjustments to the map at any time to remove or add child safety zones (1) to conform with development in the Town; (2) as a change in the condition of a premises may require; or (3) as may be required by law. Any adjustments made to the map by the Town Manager shall be provided to the Town Secretary, and the Town Secretary shall provide a certified copy of the revised map to the Chief of Police. The Town may also publish a certified copy of the map on the Town's website.

§ 8.06.004 Culpable mental state not required.

Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this article.

§ 8.06.005 Exemptions; affirmative defenses.

- (a) A person who established residency in a temporary or permanent residence located within 1,000 feet of a child safety zone prior to the effective date of this article is exempt from the application of this article, but only to the extent necessary to access areas necessary for the person to have access to and to live in the residence and only for the period the person maintains residency in the residence.
- (b) A person subject to this article may seek an exemption from its application by submitting a request in writing to the Town Manager specifying the background, reason, and scope of the requested exemption. The Town Manager may seek additional information from the requestor, and shall issue a written determination on the requested exemption within ten (10) business days from the filing of the request. The requestor may appeal to the Town Council from the determination of the Town Manager by filing such appeal request in writing to the Town Secretary within ten (10) business of the Town Manager's determination.
- (c) It is an affirmative defense to prosecution that any of the following conditions apply:
 - (1) The person required to register on the database was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.
 - (2) The person required to register on the database is a minor.
 - (3) The premises where children commonly gather, as specified herein, that is located within 1,000 feet of the permanent or temporary residence of the person required to register on the database was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.

- (4) The information on the database is incorrect, and, if corrected, this article would not apply to the person who was erroneously listed on the database.
- (5) The person required to register on the database was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose, including transportation of a child that the person is permitted to be with, transportation to and from work, and other work-related purposes.

§ 8.06.006 Penalty.

Any person violating the provisions of this article shall, upon conviction, be punished by a fine in an amount not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

§ 8.06.007 Injunctive relief.

Any violation of this article can be enjoined by a suit filed in the name of the Town in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in any ordinance of the town.”

**SECTION 3.
CUMULATIVE**

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

**SECTION 4.
SEVERABILITY**

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

**SECTION 5.
PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Five Hundred Dollars (\$500.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 6.
SAVINGS**

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

**SECTION 7.
PUBLICATION**

The Town Secretary of the Town 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 ON THIS _____ DAY OF _____, 2024.

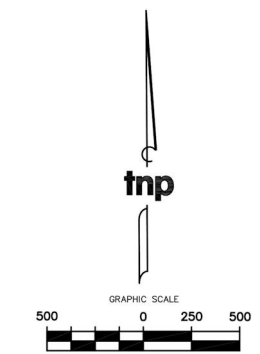
Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

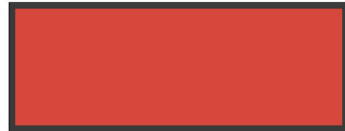
Dean Roggia, Town Attorney



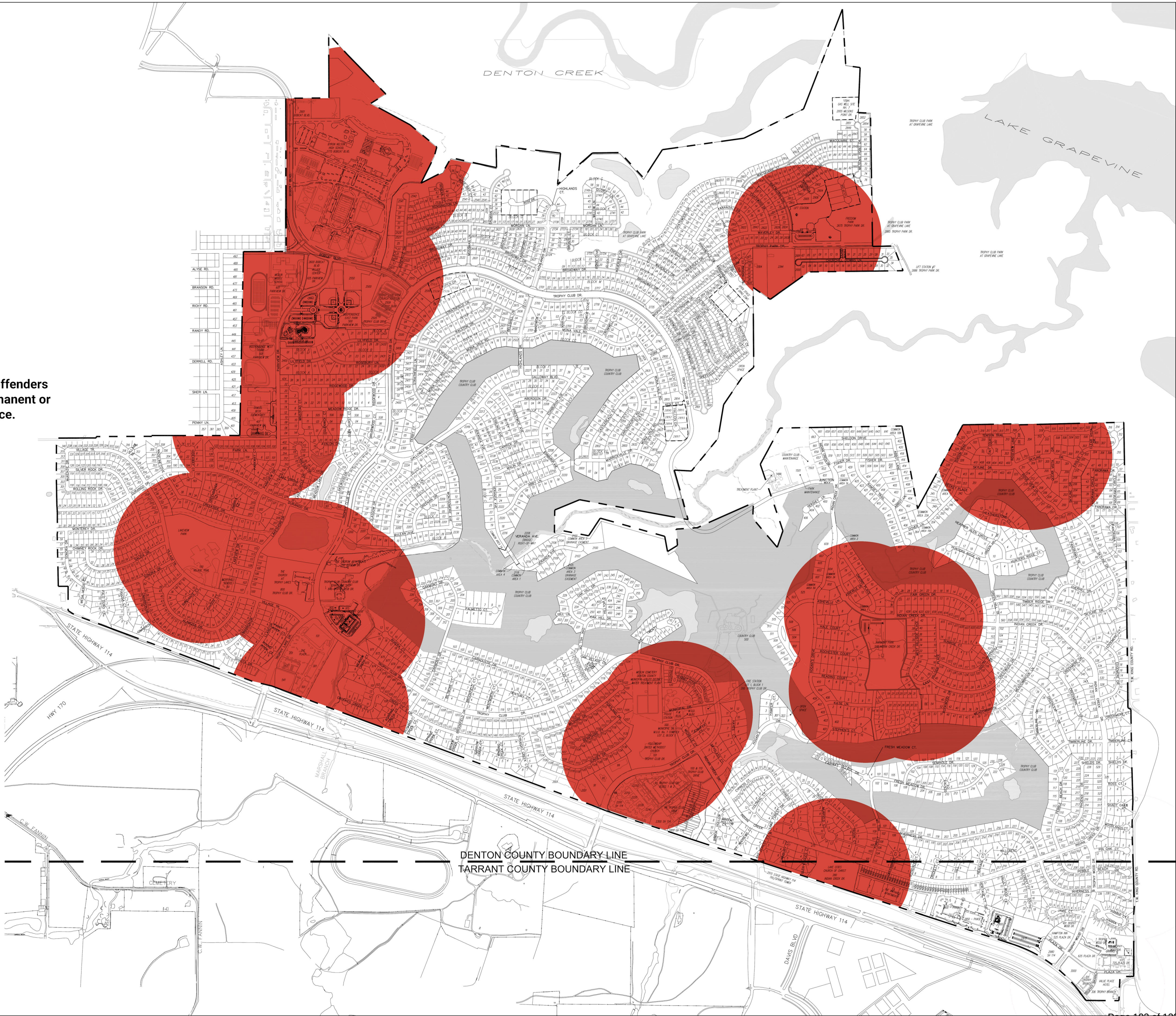
ADDRESSING MAP
OF
TROPHY CLUB
TROPHY CLUB

NOVEMBER 2021

tnp
teague nall & perkins
5237 N. Riverside Drive, Suite 100
Fort Worth, Texas 76137
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpsc.com



1000' radius, sex offenders
shall not take permanent or
temporary residence.





Texas Sex Offender Registration Program

The Texas Sex Offender Registration Program ([Chapter 62 of the Code of Criminal Procedure](#)) is a sex offender registration and public notification law designed to protect the public from sex offenders.

This law requires adult and juvenile sex offenders to register with the local law enforcement authority of the city they reside in or, if the sex offender does not reside in a city, with the local law enforcement authority of the county they reside in. Registration involves the sex offender providing the local law enforcement authority with information that includes, but is not limited to, the sex offender's name and address, a color photograph, and the offense the offender was convicted of or adjudicated for.

Registered sex offenders are required to periodically report to the local law enforcement authority to verify the accuracy of the registration information and to promptly report certain changes in the information as those changes occur. A sex offender who fails to comply with any registration requirement is subject to felony prosecution.

Public notification of registered sex offenders is accomplished in several different ways. First, the Texas Department of Public Safety ("TXDPS") maintains a statewide sex offender registration database. This database contains all information provided to Texas local law enforcement authorities by sex offenders required to register. State law specifically makes most information in this database freely available to the public. The public may access this information at any time through the TXDPS website located at [Texas Public Sex Offender Registry](#). Further, every local law enforcement authority in Texas maintains a sex offender registry that contains information on all sex offenders registered with the authority. Like the information in the TXDPS database, state law makes most registration information contained in local registries available to the public. Some local law enforcement authorities have established local websites the public can access to search for sex offenders living in their community. State law also permits local law enforcement authorities to publish some sex offenders in a newspaper, circular, or other periodical that serves the community the sex offender resides in. Finally, if a high risk sex offender or a civilly committed sexually violent predator moves into a community, the TXDPS will notify the community by mailing to each residence and business in the community a postcard containing information about the offender or predator.

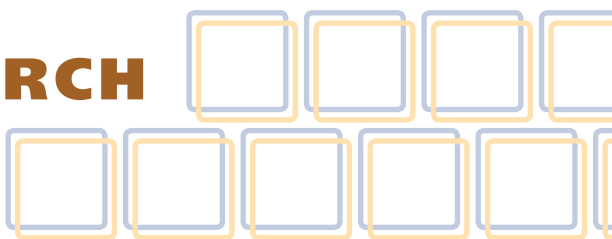
Please review the [Sex Offender Frequently Asked Questions](#) for more detailed information about sex offender registration in Texas.



SOMAPI RESEARCH BRIEF

SEX OFFENDER MANAGEMENT ASSESSMENT AND PLANNING INITIATIVE

Luis C.deBaca, Director • July 2015



Recidivism of Adult Sexual Offenders

by Roger Przybylski

Introduction

Recidivism has long been a concern of criminal justice practitioners and policymakers, but has received renewed attention in recent years due to the record number of convicted offenders living in our communities.¹ Research has demonstrated that repeat offenders account for a disproportionate amount of crime, and there is widespread recognition today that recidivism reduction should be a key goal of the criminal justice system.

This Research Brief reviews the scientific literature concerning the recidivism of adult sex offenders. It presents findings about recidivism generally and sexual recidivism specifically because many sex offenders engage in both sexual and nonsexual crime. It also addresses the recidivism rates of different types of sex offenders.

Summary of Research Findings

The recidivism of sex offenders is difficult to measure. The surreptitious nature of sex crimes, the fact that few sexual offenses are reported to authorities, and the variation in the ways researchers calculate recidivism rates all contribute to the problem.

Research has clearly shown that many sex offenses are never reported to authorities, and several studies have shown that the likelihood that a sexual assault will be reported to law enforcement decreases with the victim's age.² In addition, only a subset of sex offenses that are reported to law enforcement result in the arrest of the perpetrator. Given these dynamics, there is widespread recognition that the officially recorded recidivism rates of sexual offenders are a diluted measure of reoffending.

About SOMAPI

In 2011, the SMART Office began work on the Sex Offender Management Assessment and Planning Initiative (SOMAPI), a project designed to assess the state of research and practice in sex offender management. As part of the effort, the SMART Office contracted with the National Criminal Justice Association (NCJA) and a team of subject-matter experts to review the literature on sexual offending and sex offender management and develop summaries of the research for dissemination to the field. These summaries are available online at <http://smart.gov/SOMAPI/index.html>.

A national inventory of sex offender management professionals also was conducted in 2011 to gain insight about promising practices and pressing needs in the field. Finally, a Discussion Forum involving national experts was held in 2012 for the purpose of reviewing the research summaries and inventory results and refining what is currently known about sex offender management.

Based on the work carried out under SOMAPI, the SMART Office has published a series of Research Briefs, each focusing on a topic covered in the sexual offending and sex offender management literature review. Each brief is designed to get key findings from the literature review into the hands of policymakers and practitioners. Overall, the briefs are intended to advance the ongoing dialogue related to effective interventions for sexual offenders and provide policymakers and practitioners with trustworthy, up-to-date information they can use to identify what works to combat sexual offending and prevent sexual victimization.

- Variation in the way researchers operationally define recidivism.
- Variation in the length of the followup period.
- Differences in the populations being studied.

Another important recidivism study was conducted by Sample and Bray (2003). The researchers examined the arrest recidivism of 146,918 offenders who were originally arrested in Illinois in 1990. Arrestees categorized as sex offenders (based on their most serious charge in 1990 being a sex offense) had 1-year, 3-year, and 5-year rearrest rates for a new sexual offense of 2.2 percent, 4.8 percent, and 6.5 percent, respectively.⁴ Sex offenders in the study had 1-year, 3-year, and 5-year rearrest rates for any new offense of 21.3 percent, 37.4 percent, and 45.1 percent, respectively.

Researchers studying the recidivism of sex offenders are increasingly reporting recidivism rates specifically for rapists. Langan, Schmitt, and Durose (2003), for example, found that 5 percent of the 3,115 rapists⁶ in their study were arrested for a new sex offense during the 3-year followup period, 18.7 percent were arrested for a violent crime, and 46 percent were arrested for any crime. Rapists in the study with more than one prior arrest were rearrested at a rate nearly double (49.6 percent compared to 28.3 percent) that of rapists with just one prior arrest. Harris and Hanson (2004) reported sexual recidivism estimates for rapists (based on new charges or convictions) of 14 percent at 5-year followup, 21 percent at 10 years, and 24 percent at 15 years.⁷ Another study, noteworthy because of its 25-year followup period, was conducted by Prentky and colleagues (1997). Generalizing some of the study's findings to offenders who engage in rape behavior today is problematic because the study period began in 1959 and ended in 1985, and sex offender treatment and management practices were far different then than they are today. In addition, the study sample was small (136 rapists), and it consisted of individuals who were determined to be sexually dangerous and who were civilly committed. Nevertheless, it is worth noting that Prentky and colleagues found that some rapists remained at risk to reoffend long after their discharge. Based on the 25-year followup period, the researchers

found a sexual recidivism rate of 39 percent and a recidivism rate for any charge of 74 percent.

Recidivism Rates for Child Molesters

A relatively large body of research exists on the recidivism rates of child molesters. The study of sex offenders released from state prisons in 1994, by Langan and colleagues (2003), included a large sample ($N = 4,295$) of child molesters. The researchers reported that 5.1 percent of the child molesters in the study were rearrested for a new sex crime within 3 years of their release, 14.1 percent were rearrested for a violent crime, and 39.4 percent were rearrested for a crime of any kind. Similar to the pattern for rapists, child molesters with more than one prior arrest had an overall recidivism rate nearly double (44.3 percent compared to 23.3 percent) that of child molesters with only one prior arrest. As might be expected, child molesters were more likely than any other type of offender—sexual or nonsexual—to be arrested for a sex *crime against a child* following release from prison.

Harris and Hanson (2004) documented differential rates of recidivism for different types of child molesters. Table 1 presents the study's recidivism estimates (based on new charges or convictions) for 5-year, 10-year, and 15-year followup periods for boy-victim child molesters, girl-victim child molesters, and incest offenders.

Prentky and his colleagues (1997) also examined the recidivism of child molesters. Based on a 25-year followup period, the researchers found a sexual recidivism rate of 52 percent (defined as those charged with a subsequent sexual offense) using a sample of 115 child molesters who were discharged from civil commitment in Massachusetts between 1960 and 1984. While the difference between the 52 percent sexual recidivism rate found by Prentky and colleagues (1997) using a 25-year followup period and the 23 percent rate

found by Harris and Hanson (2004) using a 15-year follow period is striking, it can be interpreted in different ways. One interpretation is that first-time recidivism may occur for some child molesters 20 or more years after criminal justice intervention, and that recidivism estimates based on shorter followup periods are likely to underestimate the lifetime risk of child molester reoffending (Doren, 1998). An alternative interpretation is that the difference is primarily an artifact of sampling, as Harris and Hanson's findings are based on a larger, more diverse sample of child molesters, including some serving community sentences, and the lifetime prevalence of sexual recidivism for child molesters is lower than the 52 percent suggested by Doren and is based, at least in part, on the Prentky et al. (1997) findings.

Recidivism Rates for Exhibitionists

A limited body of research exists on the recidivism rates of exhibitionists. The findings and characteristics of three relevant studies are reported in table 2 on page 4.

Comparative Recidivism Rates of Female and Male Sex Offenders

Research demonstrates that female sex offenders reoffend at significantly lower rates than male sex offenders. Based on a study of 380 female sex offenders, Cortoni and Hanson (2005) found average sexual, violent, and overall recidivisms rates for female sex offenders of 1 percent, 6.3 percent, and 20.2 percent respectively, after an average follow-up period of 5 years.⁸ More recently, a meta-analysis of 10 studies involving a combined sample of 2,490 female sex offenders found an average sexual recidivism rate of about 3 percent for female sex offenders, based on an average followup period of 6.5 years⁹ (Cortoni, Hanson, & Coache, 2010).¹⁰

TABLE 1. SEXUAL RECIDIVISM RATES (BASED ON NEW CHARGES OR CONVICTIONS) AT 5-YEAR, 10-YEAR, AND 15-YEAR FOLLOWUP FOR BOY-VICTIM CHILD MOLESTERS, GIRL-VICTIM CHILD MOLESTERS, AND INCEST OFFENDERS

	5 years		10 years		15 years	
	<i>N</i>	Percent	<i>N</i>	Percent	<i>N</i>	Percent
Any type (one or more)	315	23.0	105	27.8	95	35.4
Sexual assault	766	9.2	218	13.1	208	16.3
Sexual coercion	416	6.4	73	9.4	69	13.2

Source: Harris and Hanson (2004).

TABLE 2. RECIDIVISM RATES FOR EXHIBITIONISTS

Study	Sample	Followup Period	Recidivism Findings		
Sugarman et al. (1994)	210 exhibitionists	17 years	32% based on conviction for a contact sexual offense	75% based on conviction for any type of crime other than exposing	
Rabinowitz-Greenberg et al. (2002)	221 exhibitionists, assessed 1983–1996	6.8 years (average)	11.7% based on new sexual charge or conviction	16.8% based on new violent charge or conviction	32.7% based on any new charge or conviction
Firestone et al. (2006)	221 exhibitionists, assessed 1983–1996	13.2 years	23.6% based on new sexual charge or conviction	31.3% based on new violent charge or conviction	8.9% based on any new charge or conviction

Research Limitations and Future Needs

A sound foundation of knowledge on the extent of sex offender recidivism has been produced in recent years, but significant knowledge gaps remain. Variations across studies in the operational definition of recidivism, the length of the followup period employed, and other measurement factors continue to make it difficult to make cross-study comparisons of observed recidivism rates. Studies that produce more readily comparable findings are greatly needed, as are those that employ followup periods longer than 5 years. Analyses are also needed that standardize the time at risk for all offenders in a given study using survival analysis. Future research should also attempt to build a stronger evidence base on the differential recidivism patterns of different types of sex offenders, particularly the recidivism patterns of crossover offenders.

Conclusions and Policy Implications

Studies clearly demonstrate that the actual reoffending rates of sexual offenders are poorly reflected in official records. The magnitude of the difference between observed and actual reoffending needs to be better understood, and there is universal agreement in the scientific community that the observed recidivism rates of sex offenders are underestimates of actual reoffending.

The observed sexual recidivism rates of sex offenders range from about 5 percent after 3 years to about 24 percent after 15 years. Relatively low rates of recidivism

particularly sexual recidivism—are reported in studies using followup periods shorter than 5 years. Langan and colleagues (2003), for example, found a sexual recidivism rate of 5.3 percent, using a 3-year followup period for a large sample of sex offenders released from prison in 1994. Studies employing longer followup periods consistently report higher rates of recidivism. Harris and Hanson (2004), for example, reported a sexual recidivism rate of 24 percent for a sample of sex offenders, based on a 15-year followup period. Although observed recidivism rates will naturally increase as the length of the followup period increases, it is important to recognize that recidivism rates derived from followup periods of 5 years or less may mislabel a considerable proportion of repeat offenders as nonrecidivists.

Sex offenders—regardless of type—have higher rates of general recidivism than sexual recidivism. Although this basic reoffending pattern would naturally be expected to occur, the magnitude of the difference found in research is somewhat striking. It suggests that sex offenders are far more likely to reoffend for a nonsexual crime than a sexual crime and, as Hanson and Morton-Bourgon (2004, p. 4) have aptly stated, “policies aimed at public protection should also be concerned with the likelihood of any form of serious recidivism, not just sexual recidivism.”

Sex offenders have lower rates of general recidivism but higher rates of sexual recidivism than non-sex offenders. Research comparing the recidivism rates of sex offenders with those of non-sex offenders consistently finds that sex offenders have lower overall recidivism rates than non-sex offenders. Child molesters, rapists, and sex offenders overall, however, are far more likely than non-sex offenders to recidivate sexually.

Different types of sex offenders have markedly different rates of recidivism. The empirical evidence clearly demonstrates that different types of sex offenders have a different propensity to reoffend. Research that examines the recidivism of rapists and child molesters indicates that the highest observed recidivism rates are found among child molesters who offend against boys. Comparatively lower recidivism rates are found for rapists, child molesters who victimize girls, and incest offenders. This suggests that different recidivism-reduction policies and practices are needed for different types of sex offenders.

Female sex offenders have lower rates of recidivism than male sex offenders. Five- to six-year rates of sexual recidivism for female sex offenders may be as low as 1 to 3 percent. The differential recidivism rates of female and male sex offenders suggests that intervention and management practices need to differentiate between female and male sex offenders, and that procedures for assessing risk that were developed for male sex offenders are unlikely to be accurate when applied to female sex offenders (Cortoni, Hanson, & Coache, 2010).¹¹

Notes

1. This includes offenders returning to the community upon release from incarceration as well as offenders who are serving or who have been discharged from community-based sentences.
2. See, for example, Kilpatrick, Saunders, and Smith (2003) and Sorenson and Snow (1991). See Pipe et al. (2007) for more information about childhood disclosure of sexual abuse.
3. These offenders accounted for about two-thirds of all male sex offenders released from state prisons in the United States that year.
4. Sample and Bray (2003) did not report the number of 1990 arrestees who were categorized as sex offenders.
5. All of the sex offenders in the analysis were released from correctional institutions, except for 202 Canadian sex offenders who were placed on probation and 287 sex offenders in Washington state who received community-based sentences.
6. The study conducted by Langan and colleagues (2003) separated “violent sex crimes” into two categories: “rape” and “other sexual assault.” The term “rapist” was used to refer to a released sex offender

whose imprisonment offense was defined by state law as forcible intercourse with a female or male. The “rape” category excluded statutory rape or any other nonforcible sexual act with a minor or with someone unable to give legal or factual consent. Sex offenders whose imprisonment offense was a violent sex crime that could not be positively identified as “rape” were placed in the “sexual assault” category. The 3-year recidivism rates reported for the 6,576 sex offenders categorized as sexual assaulters were as follows: 5.5 percent were rearrested for a new sex crime, 16.4 percent were rearrested for a violent crime, and 41.5 percent were rearrested for a crime of any kind.

7. The 5-year recidivism rate estimate is based on 514 offenders, the 10-year estimate is based on 261 offenders, and the 15-year estimate is based on 157 offenders.

8. The definition of recidivism varied widely, ranging from arrests to convictions to reports provided by probation officers.

9. As a comparison, the researchers reported a sexual recidivism rate of 13.7 percent for male sex offenders, based on an average followup period of 5.5 years. The average sexual recidivism rate reported for male sex offenders was derived from a previous meta-analysis (Hanson & Morton-Bourgon, 2004) of 84 studies involving 20,440 sex offenders, the majority of whom were males. Hanson and Morton-Bourgon (2004) reported that 1 of the 84 studies in the meta-analysis focused on female sex offenders. Based on the sample size reported in that study of female offenders, fewer than 100 of the 20,440 sex offenders in the Hanson and Morton-Bourgon (2004) meta-analysis were female.

10. Recidivism was defined as an arrest, charge, conviction, or incarceration for a new offense.

11. Cortoni and Hanson (2005). *Recidivism Rates of Female Sexual Offenders*. Research Summary, Vol. 11, No. 3. Ottawa, Ontario, Canada: Public Safety Canada. Retrieved from <http://www.publicsafety.gc.ca/cnt/rsrscs/pblctns/rcvdsfm-fmlfndrs/index-eng.aspx>.

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ABOUT SMART

The Adam Walsh Child Protection and Safety Act of 2006 authorized the establishment of the Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART) Office within OJP. SMART is responsible for assisting with implementation of the Sex Offender Registration and Notification Act (SORNA), and also for providing assistance to criminal justice professionals across the entire spectrum of sex offender management activities needed to ensure public safety.



ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

March 6, 2007

The Honorable Jane Nelson
Chair, Committee on Health and Human Services
Texas State Senate
Post Office Box 12068
Austin, Texas 78711-2068

Opinion No. GA-0526

Re: Whether a municipality may prohibit
registered sex offenders from living in
certain locations within the municipality
(RQ-0526-GA)

Dear Senator Nelson:

You state that municipalities “across the state either have passed or are considering passing municipal ordinances that prohibit registered sex offenders from living within a specified distance from locations where children typically congregate, including day-care facilities, schools, public swimming pools, and parks and playgrounds.”¹ You ask whether a municipality may adopt such ordinances. *See* Request Letter, *supra* note 1, at 1. You particularly ask us to address two issues:

(1) whether Chapter 508, Government Code, Article 42.12, Code of Criminal Procedure, or Chapter 62, Code of Criminal Procedure, preempts or otherwise limits a municipality’s authority in this regard and (2) whether Section 3 or 19, Article I, Texas Constitution, or any other provision of the Texas Constitution limits a municipality’s authority in this regard.

Id. at 2.

We note preliminarily that no particular adopted or proposed ordinance is at issue. Thus, our answer is general and does not speak to the preemption or constitutionality of a specific ordinance.

In addition, we note that you do not specify whether your question concerns general-law or home-rule municipalities. *See id.* at 1–2. A general-law municipality is a political subdivision “created by the State and, as such, possess[es] those powers and privileges that the State expressly confers upon [it].” *Tex. Dep’t of Transp. v. City of Sunset Valley*, 146 S.W.3d 637, 645 (Tex. 2004). We have found no law authorizing a general-law municipality to adopt this type of residence

¹Letter from Honorable Jane Nelson, Chair, Committee on Health and Human Services, Texas State Senate, to Honorable Greg Abbott, Attorney General of Texas, at 1 (Aug. 29, 2006) (on file with the Opinion Committee, *also available at* <http://www.oag.state.tx.us>) [hereinafter Request Letter].

restriction. Thus, unless the Legislature expressly authorizes it, a general-law municipality may not adopt an ordinance restricting where a registered sex offender may live.

On the other hand, a home-rule municipality “do[es] not depend on the legislature for specific grants of authority but, instead, ha[s] a constitutional right of self-government and look[s] to the legislature only for specific limitations on [its] power.” *City of Laredo v. Webb County*, No. 03-05-00168-CV, 2005 WL 3234768, at *3 (Tex. App.—Austin Dec. 1, 2005, no pet.); see TEX. CONST. art. XI, § 5; *Quick v. City of Austin*, 7 S.W.3d 109, 122 (Tex. 1998); *Dallas Merchant’s & Concessionaire’s Ass’n v. City of Dallas*, 852 S.W.2d 489, 490–91 (Tex. 1993). We thus consider whether the Legislature has specifically limited a home-rule municipality’s authority to adopt ordinances like those you generally describe.

I. Whether Residence Restrictions Adopted by Home-Rule Municipalities are Preempted by Government Code Chapter 508, Code of Criminal Procedure Article 42.12, or Code of Criminal Procedure Chapter 62

Despite its broad authority, a home-rule municipality may not adopt an ordinance that is “inconsistent with the Constitution of the State, or [with] the general laws enacted by the Legislature of this State.” *Dallas Merchant’s & Concessionaire’s Ass’n*, 852 S.W.2d at 490 (quoting TEX. CONST. art. XI, § 5); see *City of Corpus Christi v. Five Citizens of Corpus Christi*, 103 S.W.3d 660, 663 (Tex. App.—Corpus Christi 2003, pet. denied). Consequently, a municipal ordinance “that attempts to regulate a subject matter preempted by a state statute is unenforceable to the extent it conflicts with the state statute.” *Dallas Merchant’s & Concessionaire’s Ass’n*, 852 S.W.2d at 491. Nevertheless, “the mere fact that the legislature has enacted a law addressing a subject does not mean [that the] subject matter is completely preempted.” *Id.* (quoting *City of Richardson v. Responsible Dog Owners*, 794 S.W.2d 17, 19 (Tex. 1990)). A court will not hold a general law and a municipal ordinance “repugnant to each other if any other reasonable construction leaving both in effect can be reached.” *Id.* (quoting *City of Beaumont v. Fall*, 291 S.W. 202, 206 (Tex. 1927)). And if the Legislature chooses to preempt a subject matter usually encompassed within a home-rule municipality’s broad powers, “it must do so with unmistakable clarity.” *Id.*

You suggest that Government Code section 508.187, Code of Criminal Procedure article 42.12, or Code of Criminal Procedure chapter 62 may preempt the home-rule municipalities’ ordinances. See Request Letter, *supra* note 1, at 2. We will discuss chapter 62 of the Code of Criminal Procedure first.

Chapter 62 establishes a sex-offender-registration program under which persons with a “reportable conviction or adjudication” or who are “required to register as a condition of parole, release to mandatory supervision, or community supervision” must register “with the local law enforcement authority in any municipality where the person resides or intends to reside for more than seven days.” TEX. CODE CRIM. PROC. ANN. art. 62.051(a) (Vernon Supp. 2006); see also *id.* art. 62.001(1) (defining “Department”); *id.* art. 62.004 (requiring the Department of Public Safety to determine “which local law enforcement authority serves as [a] person’s primary registration authority”). The phrase “reportable conviction or adjudication” is defined to include various sex offenses, such as indecency with a child, possessing or promoting child pornography, burglary with

intent to commit a sex offense, and aggravated kidnapping with intent to sexually abuse a person younger than 17 years old. *Id.* art. 62.001(5). *Compare* Act of May 26, 2005, 79th Leg., R.S., ch. 1008, § 1.01, 2005 Tex. Gen. Laws 3385, 3386–87 (defining “reportable conviction or adjudication”), *with* Act of May 25, 2005, 79th Leg., R.S., ch. 1273, § 2, 2005 Tex. Gen. Laws 4049, 4050–51 (same). Depending on the precise sex offense the person committed, a person’s duty to register as a sex offender expires when the person dies or on the tenth anniversary of the date on which (1) the person was released from a penal institution or discharged from community supervision, or (2) the court dismissed the criminal proceedings against the person. TEX. CODE CRIM. PROC. ANN. art. 62.101 (Vernon Supp. 2006). Failing to register as required is a criminal offense. *See id.* art. 62.102.

The statutory duty to register as a sex offender does not conflict with a municipal ordinance limiting the area in which a sex offender must live. Accordingly, chapter 62 does not preempt the municipal ordinances.

Article 42.12, section 13B of the Code of Criminal Procedure and section 508.187 of the Government Code (the “child-safety-zone statutes”) both provide in similar terms for the establishment of a child-safety zone that certain sex offenders may not enter. Code of Criminal Procedure article 42.12, section 13B pertains to defendants placed on community supervision, while Government Code section 508.187 pertains to convicted defendants who have served a sentence for a sex offense and are placed on parole. *See id.* art. 42.12, § 13B(a); TEX. GOV’T CODE ANN. § 508.187(a)–(b) (Vernon 2004). Under both statutes, a defendant or convicted defendant who, as a condition of community supervision or parole, must adhere to child-safety-zone provisions may not:

(A) supervise or participate in any program that includes as participants or recipients persons who are 17 years of age or younger and that regularly provides athletic, civic, or cultural activities; or

(B) go in, on, or within [1,000 feet, under article 42.12, section 13B or a distance specified by the panel under Government Code section 508.187(b)(1)(B)] of premises where children commonly gather, including a school, day-care facility, playground, public or private youth center, public swimming pool, or video arcade facility.

TEX. GOV’T CODE ANN. § 508.187(b)(1) (Vernon 2004); *cf.* TEX. CODE CRIM. PROC. ANN. art. 42.12, § 13B(a)(1) (Vernon Supp. 2006). Subsection (B) of the child-safety-zone statutes is particularly relevant to our preemption inquiry.

The child-safety-zone statutes are not inconsistent with home-rule municipality residence restrictions as you have described them. *See Dallas Merchant’s & Concessionaire’s Ass’n*, 852 S.W.2d at 490 (quoting TEX. CONST. art. XI, § 5). A sex offender may comply with both the child-safety-zone statutes and a home-rule municipality’s residence restrictions by staying out of the areas described in both. In this way, the state statutes and the municipal ordinances are not repugnant; instead, they are complementary. *See id.* at 491 (quoting *City of Beaumont*, 291 S.W. at 206).

Moreover, nothing in either of the child-safety-zone statutes evidences an unmistakably clear legislative intent to preempt a home-rule municipality's authority to regulate where sex offenders may live. *See id.* at 491. Certainly, neither child-safety-zone statute expressly preempts municipal regulation. *Cf.* TEX. ALCO. BEV. CODE ANN. § 109.57(a)–(b) (Vernon Supp. 2006) (expressly restricting a home-rule municipality's authority to impose stricter standards on premises or businesses required to have a license or permit under the Alcoholic Beverage Code and setting out the Legislature's intent that the Alcoholic Beverage Code “shall exclusively govern the regulation of alcoholic beverages in this state”); *Dallas Merchant's & Concessionaire's Ass'n*, 852 S.W.2d at 491–92 (stating that the Alcoholic Beverage Code “clearly preempts an ordinance of a home-rule city that regulates where alcoholic beverages are sold”). In addition, nothing in the child-safety-zone statutes' legislative history suggests an intent to preempt municipal regulation. *See generally* SENATE COMM. ON CRIM. JUSTICE, BILL ANALYSIS 1, Tex. C.S.S.B. 111, 74th Leg., R.S. (1995); HOUSE COMM. ON CRIM. JURISPRUDENCE 1, Tex. C.S.S.B. 111, 74th Leg., R.S. (1995); *see* HOUSE RESEARCH ORG., BILL ANALYSIS 1, 3, Tex. C.S.S.B. 111, 74th Leg., R.S. (1995).

Because the child-safety-zone statutes and municipal residence restrictions are not inconsistent and because the child-safety-zone statutes do not “with unmistakable clarity” preempt a home-rule municipality's authority to legislate in this area, we conclude that state law does not preempt municipal residence restrictions generally.² *Dallas Merchant's & Concessionaire's Ass'n*, 852 S.W.2d at 491.

II. Whether Residence Restrictions Adopted by Home-Rule Municipalities Contravene Various Provisions of the Texas Constitution

You also ask whether article I, section 3 or 19, “or any other provision of the Texas Constitution” limits a home-rule municipality's authority to adopt residence restrictions. Request Letter, *supra* note 1, at 2. Article I, section 3, like its federal counterpart found in the Fourteenth Amendment to the United States Constitution, guarantees “all persons similarly situated . . . equal protection under the laws of this [s]tate and of the United States.” *Nonn v. State*, 117 S.W.3d 874, 881–82 (Tex. Crim. App. 2003); *see* TEX. CONST. art. I, § 3; *see also* U.S. CONST. amend. XIV, § 1. Texas cases apply federal standards “when determining whether a statute violates equal protection under either provision.” *Rose v. Doctors Hosp.*, 801 S.W.2d 841, 846 (Tex. 1990). Under those standards, when a law creates a classification that “does not infringe upon fundamental rights or does not burden an inherently suspect class, equal protection requires only that the statutory classification . . . rationally relate[] to a legitimate state interest.” *Id.* “In determining whether or not a state law violates the Equal Protection Clause,” a court must “consider the facts and circumstances behind the law, the interests [that] the State claims to be protecting, and the interests of those who are disadvantaged by the classification.” *Williams v. Rhodes*, 393 U.S. 23, 30 (1968). Given that we have no particular municipal ordinance before us here, we cannot perform an equal-protection analysis. Courts that have considered specific state statutory residence restrictions in the

²Several bills already have been filed for the Eightieth Legislative Session that prescribe state-wide residence restrictions for sex offenders. *See, e.g.*, Tex. S.B. 94, 80th Leg., R.S. (2007); Tex. S.B. 88, 80th Leg., R.S. (2007); Tex. H.B. 203, 80th Leg., R.S. (2007); Tex. H.B. 62, 80th Leg., R.S. (2007). We do not consider in this opinion whether any of these bills, if adopted, will preempt municipal residence restrictions.

context of an equal-protection analysis, however, have held that the residence restrictions do not impinge upon fundamental rights or burden an inherently suspect class and that the residence restrictions rationally relate to the state's legitimate interest in promoting children's safety. The residence restrictions that have been considered thus were found not to violate the Federal Equal Protection Clause.³

Article I, section 19 of the Texas Constitution, which prohibits the deprivation "of life, liberty, property, privileges, or immunities" without "due course of the law," is nearly identical to the Federal Due Process Clause, which is found in the Fourteenth Amendment to the United States Constitution. *See Univ. of Tex. Med. Sch. v. Than*, 901 S.W.2d 926, 929 (Tex. 1995). *Compare* TEX. CONST. art. I, § 19, *with* U.S. CONST. amend. XIV, § 1. In matters of procedural due process, Texas courts traditionally follow "contemporary federal due process interpretations of procedural due process issues." *Than*, 901 S.W.2d at 929. A court's review of a due-process claim requires a two-part analysis: (1) whether the liberty or property interests allegedly involved are entitled to procedural due-process protection; and (2) if so, what process is due. *Id.* The Texas Supreme Court, quoting the United States Supreme Court, has indicated that the liberty interests protected by procedural due process mirror those protected by the constitutional equal-protection guarantees:

In defining the scope of protected liberty interests under the Fourteenth Amendment, the United States Supreme Court has stated that a liberty interest:

[D]enotes not merely freedom from bodily restraint but also the right of the individual to contract, to engage in any of the common occupations of life, to acquire useful knowledge, to marry, establish a home and bring up children, to worship God according to the dictates of one's own conscience, and generally to enjoy those privileges long recognized . . . as essential to the orderly pursuit of happiness by free men.

Id. at 929–30 (quoting *Bd. of Regents of State Colleges v. Roth*, 408 U.S. 564, 572 (1972)). A property interest to which procedural due process applies is one that is either vested or springs from state law. *See Pickell v. Brooks*, 846 S.W.2d 421, 426 (Tex. App.—Austin 1992, writ denied).

³*See Weems v. Little Rock Police Dep't*, 453 F.3d 1010, 1013, 1016 (8th Cir. 2006) (considering the constitutionality of an Arkansas law prohibiting certain high-risk sex offenders from residing within 2,000 feet of the property on which a public or private elementary or secondary school or daycare facility is located); *Doe v. Miller*, 405 F.3d 700, 704, 711–14 (8th Cir.) (considering the constitutionality of an Iowa statute that prohibits a person convicted of certain sex offenses from residing within 2,000 feet of a school or registered child-care facility), *cert. denied*, 126 S. Ct. 757 (2005); *Graham v. Henry*, No. 06 CV 381 TCK FHM, 2006 WL 2645130, at *1, *8 (N.D. Okla. 2006) (considering the constitutionality of an Oklahoma statute prohibiting certain sex offenders from residing within 2,000 feet of a public or private school, educational institution, playground, park, or licensed child-care facility); *People v. Leroy*, 828 N.E.2d 769, 775, 778 (Ill. App. Ct. 2005) (considering the constitutionality of an Illinois statute prohibiting certain sex offenders from knowingly residing within 500 feet of a playground or a facility providing programs or services exclusively directed toward persons under 18 years of age).

Whether, in a particular instance, a sex offender subject to a municipal residence restriction can succeed in a case alleging that the residence restriction violates his or her constitutional right to procedural due process is a question that a court must decide after determining the relevant facts. *See* Tex. Att’y Gen. Op. No. GA-0446 (2006) at 18 (“Questions of fact are not appropriate to the opinion process.”). To date no sex offender has successfully persuaded a court that a residence restriction violated the offender’s procedural due process rights. *See, e.g., Doe*, 405 F.3d at 709 (concluding that the absence of an individualized hearing to determine a sex offender’s dangerousness “does not offend principles of procedural due process”); *State v. Seering*, 701 N.W.2d 655, 666 (Iowa 2005) (finding that the plaintiff “has not even explained how the [Iowa] residency restriction statute” violates “a private interest in freedom of choice in residence”).

Finally, you ask if any other provision of the Texas Constitution limits a home-rule municipality’s authority to impose residence restrictions. *See* Request Letter, *supra* note 1, at 2. We know of no Texas case considering challenges to residence restrictions on state constitutional grounds. We note, however, that sex offenders in other states have raised numerous federal constitutional provisions, but none have successfully argued that a residence restriction was unconstitutional.⁴ Given the fact-intensive nature of any constitutional analysis of a specific home-rule municipality’s ordinance, we will not consider the possible claims generally here.

⁴*See, e.g., Weems*, 453 F.3d at 1015, 1017 (holding that Arkansas statutory residence restriction does not violate constitutional substantive due-process principles, does not violate a constitutional right to travel, and is not an unconstitutional ex post facto law); *Doe*, 405 F.3d at 708, 709–23 (holding that Iowa’s statutory residence restriction is not unconstitutionally vague, does not violate substantive due process, does not violate the right against self-incrimination, and is not an ex post facto law); *Graham*, 2006 WL 2645130, at *4–*10 (concluding, in the context of a motion for a preliminary injunction, that Oklahoma’s statutory residence restriction did not violate the constitutional prohibition against double jeopardy, substantive due-process principles, or the Privileges and Immunities Clause of the Fourteenth Amendment); *Coston v. Petro*, 398 F. Supp. 2d 878, 880, 887 (S.D. Ohio 2005) (noting sex offender’s arguments that an Ohio statutory residence restriction that prohibits a sex offender from residing within 1,000 feet of a school premises infringes on the fundamental right of privacy in family matters and the fundamental right of intrastate travel and violates the constitutional right against impairment of contracts, the right against self-incrimination, the Ex Post Facto Clause, and the Takings Clause of the Fifth Amendment); *Seering*, 701 N.W.2d at 665, 666–69, 670 (holding that Iowa’s statutory residence restriction does not violate substantive due process, the Ex Post Facto Clause, or the right against self-incrimination, and did not constitute unconstitutionally cruel and unusual punishment); *Leroy*, 828 N.E.2d at 776–77, 778–84 (holding that Illinois statutory residence restrictions do not violate substantive due-process principles, constitute an ex post facto law, violate the prohibition against self-incrimination, or constitute cruel and unusual punishment); *Denson v. Georgia*, 600 S.E.2d 645, 646–47 (Ga. Ct. App. 2004) (concluding that Georgia’s statutory residence restriction, which prohibits a sex offender from residing within 1,000 feet of a day-care facility, is not an ex post facto law because the sex offender can be punished only if he “prospectively chooses to violate the law by continuing to reside” within the prohibited zone).

S U M M A R Y

State law does not preempt a home-rule municipality's ordinance prohibiting registered sex offenders from living within a specified distance from locations where children typically congregate. Whether a particular ordinance is permitted by the Texas Constitution is a question that must be determined by a court after considering all of the relevant facts applicable to a specific ordinance; to date, however, no court has found that a statutory residence restriction violates any federal constitutional provision.

Very truly yours,


GREG ABBOTT
Attorney General of Texas

KENT C. SULLIVAN
First Assistant Attorney General

ELLEN L. WITT
Deputy Attorney General for Legal Counsel

NANCY S. FULLER
Chair, Opinion Committee

Kymberly K. Oltrogge
Assistant Attorney General, Opinion Committee



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider designating three council members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: Article 1.02.033 "Council subcommittee" of the Trophy Club Town Code states that "At the first meeting in June of each year, the town council shall take action to designate three (3) of its members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process. The subcommittee shall meet with town staff and shall provide updates to the full council as the budget is developed."

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to designate three council members to serve on a council subcommittee formed for the purpose of providing fiduciary oversight of the budget, as well as providing input regarding the administration of the budget and the budget process.



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM:

AGENDA ITEM: Consider designating three council members to serve on a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The Trophy Club Handbook for Elected and Appointed Officials states that "At the first Town Council meeting in June, the Council shall establish a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations (hereinafter 'Appointments Committee'). The Appointments Committee shall be comprised of three (3) Council members, and the Committee shall have the discretion to add additional non-voting ex-officio members to the Committee as determined appropriate."

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

None

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to designate three council members to serve on a Town Council Appointments Committee tasked with making recommendations to the full Council regarding appointments to all Boards, Commissions, and Corporations.



TOWN COUNCIL COMMUNICATION

MEETING DATE: June 10, 2024

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Section 551.076 and 551.089 to deliberate the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices; or a security audit.

- a. Consider a resolution directing the Town Manager to utilize \$200,000 dedicated to Town Hall building improvements in the FY 2024 Capital Improvement Plan to provide security enhancements to Town facilities. (Denise Deprato, Director of Human Resources)

BACKGROUND/SUMMARY: The Town of Trophy Club's facilities require physical security enhancements to ensure the safety and well-being of residents, employees, and visitors. A recent security audit recommended improvements to the Town's security infrastructure, surveillance systems, access controls, and integrated emergency response protocols. With these recommended improvements, Trophy Club will be proactively addressing issues to prevent potential security breaches and improve emergency response. Current and modern security measures will act as a natural deterrent against crime and improve the Town's ability to respond to active threats.

Contracts that are valued at \$25,000 or more for this purpose will be presented at future meetings of the Town Council for consideration, per the Town Charter. The attached resolution authorizes the Town Manager to dedicate Town Hall improvement funding specifically to security items and to solicit vendors and firms to perform the necessary upgrades. Contracts valued below the \$25,000 threshold will be executed by the Town Manager.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the security enhancements will be funded by the FY 2024 Capital Improvement Projects budget.

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

ATTACHMENTS:

1. Resolution - Town Security Enhancements

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the direct at the resolution directing the Town Manager to utilize \$200,000 dedicated to Town Hall building improvements in the FY 2024 Capital Improvement Plan to provide security enhancements to Town facilities.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A RESOLUTION DIRECTING THE TOWN MANAGER TO UTILIZE \$200,000 DEDICATED TO TOWN HALL BUILDING IMPROVEMENTS TO PROVIDE SECURITY ENHANCEMENTS TO TOWN FACILITIES.

WHEREAS, a recent security audit has revealed significant vulnerabilities in the current security infrastructure; and

WHEREAS, the Town facilities require physical enhancements to ensure the safety and well-being of residents, employees and visitors; and

WHEREAS, investing in updating modern security measures, and training for Town employees and Town Council will enhance the Town's readiness in crisis situations.

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

SECTION 1. That the Town Manager is hereby directs to utilize \$200,000, originally dedicated to Town Hall building improvements, to provide security enhancements to Town facilities.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this the 10th day of June 2024.

Jeannette Tiffany,
Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney