



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

December 9, 2024

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Pastor Joel Quilé, Bara Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

COMMUNITY SPOTLIGHT

1. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)
 - c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

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

2. Consider approval of the November 12, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

3. Consider authorizing the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization in a total annual amount not to exceed \$30,000 with a one-year renewal option. (Matt Cox, Director of Community Development)
4. Consider a resolution authorizing the Town Manager to execute opioid settlement documents. (Brandon Wright, Town Manager)

INDIVIDUAL ITEMS

5. Consider an ordinance authorizing the Mayor to execute an amendment to the Beldonia Town Homes Development Contract for Public Improvements authorizing the Town to participate in the cost of removing and reconstructing the Town's median along Trophy Wood Drive to provide a center median opening and turn lane. (Matt Cox, Director of Community Development)
6. **First Reading:** Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)
7. **Second Reading:** Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)
8. Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Denton Central Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)
9. Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Tarrant Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)

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:

Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

1) Town Manager

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: December 4, 2024 at 12:15 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: December 9, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the November 12, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on November 12, 2024.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Meeting Minutes 11.12.2024

ACTIONS/OPTIONS:

Move to approve the November 12, 2024, Town Council work session and regular meeting minutes.

Town of Trophy Club Town Council Meeting Minutes
November 12, 2024, 6:00 p.m., Work Session Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Steve Flynn, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Rhylan Rowe, Council Member Place 4
LuAnne Oldham, Council Member Place 5

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Patrick Arata, Chief of Police
April Duvall, Director of Finance
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
Kevin O'Dell, Streets Superintendent
Tamara Smith, Assistant to the Town Manager

WORK SESSION ITEM

1. Discussion on the proposed Town Council Rules of Procedure Manual. (Brandon Wright, Town Manager and Tammy Dixon, Town Secretary)

Town Manager Wright led the discussion, with the primary focus on receiving feedback on citizen comment guidelines, public hearing procedures, and background checks for board and commission members.

The council also discussed alternative methods for managing board and commission appointments, with current subcommittee processes and options for greater council involvement.

The council reached a consensus of the following:

- Citizen Comments: Maintain the practice of allowing citizen comments without requiring a card, with a consistent request for names and addresses.

- Public Hearings: Proceed with separating public hearing items from Council deliberations on the agenda.
- Appointment Committee: Continue with the subcommittee process for now but revisit the topic in February for potential improvements before the next appointment cycle.
- Background Checks: Implement background checks with an emphasis on felony convictions and recent serious misdemeanor convictions, excluding pending charges unless they are particularly relevant. The Town Attorney will draft language to reflect these parameters.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 7:02 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:09 p.m.

INVOCATION

Chaplain David Impwi delivered the invocation.

PLEDGES

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

PUBLIC COMMENTS

Gloria Jeffrey, 7 Shields Court, expressed her opinion on the Town's proposed "Town of Patriots" slogan and encouraged the Town Council to consider an alternative to the word "patriot."

COMMUNITY SPOTLIGHT

2. The Leadoff Project, Inc.

Christian Dennie and his family presented on behalf of Lead Off Project, a nonprofit they founded in 2022 to support families in need within the community. Through partnerships with local organizations, including Fellowship United Methodist Church's Snack Sack Program, they provide food for families during the holiday season and weekend meals for students on free lunch programs. The program has seen growing demand, with double the number of families in need this year. The Dennie family shared their commitment to community service and encouraged support through donations to

their GoFundMe page, ““help the leadoff project feed families”, expressing gratitude for the opportunity to make a difference in the lives of local families.

3. Working for You . . . Trophy Club

a) Update from Town Council Members

Council Member Sheridan recognized the success of the Veterans Day ceremony at Trophy Club Veterans Park, noting over 100 attendees and expressing appreciation for those who participated.

Mayor Pro Tem Flynn commended Council Member Sheridan for his role as emcee, praising his efforts.

Council Member Sheridan announced the upcoming Wreaths Across America event on December 14 at Medlin Cemetery, where wreaths will be placed on veterans' graves to honor their memory.

Mayor Tiffany shared a recent experience teaching preschoolers at Fellowship Methodist Church about voting as part of a “Day of Patriotism.” The children learned four key aspects of voting: understanding their choices, voting only once, keeping their vote secret, and submitting their ballot in a box. Each child also received an “I Voted” sticker.

b) Update from Town Manager

Town Manager Wright provided the following update:

- **Toys for Tots:** Sponsored by the U.S. Marine Corps Reserve, with the Police and Fire Departments serving as collection points for new, unwrapped toys until December 16. Donations can be dropped off in person or mailed to the Police Department.
- **Small Area Plan Open House:** Scheduled for Monday, November 18, with sessions from 12:00-2:00 PM and 6:00-8:00 PM, focusing on development along the 114 corridor to enhance visual appeal, economic growth, and community spaces. An online survey is available, with over 300 responses received to date.
- **Letters to Santa:** The Parks and Recreation Department is accepting letters to Santa from November 25 through December 17. Letters can be dropped off at the North Pole mailbox at Town Hall or the Trophy Club Fire Station.
- **Holiday Lights Contest:** The annual Holiday Lights Contest runs from December 1 - 18, with nominations open for seven categories. Residents can nominate their own or a neighbor's decorated home.
- **Upcoming Boards and Commission Meetings:**

- Crime Control and Prevention District: November 14 at 6:00 PM
- Economic Development Corporation: November 20 at 6:00 PM
- Zoning Board of Adjustment: December 5 at 6:00 PM

- **Reminders:**

- Breakfast with Tiffany: November 18, Tom Thumb Starbucks.
- Gingerbread House Decorating: November 30, Fire Station, with sessions from 9-10:30 AM and 12-1:30 PM.
- Thanksgiving Holiday Hours: Town offices closed from 12 PM on November 27 through November 29.
- Town Council Regular Meeting: December 9, at 7 PM.
- Town Council Special Meeting: December 19, at 10:00 AM

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

Town Attorney Roggia provided an overview of the town's regulations on tall weeds and grass, explaining that grass or weeds over 12 inches are considered a public nuisance under the town's code of ordinances (Chapter 8) and are regulated to prevent environmental hazards, pests, and visibility obstructions. The authority for these regulations comes from the town's home rule charter, as well as state health, safety, and agricultural codes.

CONSENT AGENDA

4. Consider approval of the October 28, 2024, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
5. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Caldwell County Chevrolet for the purchase of a Chevrolet 3500 for the Street Department in the amount of \$68,901. (Matt Cox, Director of Community Development)
6. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Associated Supply Co. Inc. for the purchase of a Husqvarna Concrete Saw in the amount of \$39,000. (Matt Cox, Director of Community Development)
7. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with North Texas Sales & Distribution LLC for the purchase of a Hotsy pressure washer in the amount of \$28,953. (Matt Cox, Director of Community Development)
8. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount of not

to exceed \$44,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)

9. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall & Perkins for the amount of \$65,000 for professional engineering services including inspections, plan review, drainage review, grading plan review, civil drawings, and attendance at department meetings throughout the year. (Matt Cox, Director of Community Development)
10. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development) ***Removed from Consent.***
11. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with SiteOne Landscape Supply in an amount not to exceed \$40,000 for various irrigation and landscaping supplies. (Chase Ellis, Director of Parks & Recreation)

Council Member Beach moved to approve Consent Items 4-11. Council Member Bauer seconded the motion.

Mayor Tiffany requested item 10 be removed from Consent.

Council Member Rowe moved to amend the motion to exclude item 10. Council Member beach seconded the motion.

VOTE ON AMENDMENT

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

NAYES: None

VOTE: 7-0

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

INDIVIDUAL ITEMS

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

Council Member Oldham requested clarification on the need for these services, and Council Member Beach asked for clarification on the cost.

Town Manager Wright explained that, lacking an in-house planner, the town relies on a third party for support on zoning and land use issues and the firm has a longstanding relationship and knowledge of the town's ordinances. The agreement is per-hour, capped at \$30,000, though the full amount is unlikely to be used.

Mayor Pro Tem Flynn moved to authorize the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services. Council Member Rowe seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

12. Consider authorizing the Town Manager to negotiate and execute an interlocal agreement between the Town of Trophy Club and the City of Roanoke for shared Emergency Management services in the amount of \$10,000 annually. (Jason Wise, Fire Chief).

Chief Wise gave a presentation on the Emergency Management program between the towns of Trophy Club and Roanoke and answered questions from the Town Council. This initiative, outlined in the FY25 business plan, strengthens public safety and emergency preparedness through a joint strategy that includes developing and submitting a joint emergency operations plan to the state and FEMA. The program enables resource sharing, cost reduction, coordinated training, improved decision-making, and stronger partnerships to boost community resilience against regional hazards like flooding, ice storms, and tornadoes. The agreement includes an annual compensation of \$10,000, with a completion timeline of 200 business days.

Council Member Rowe moved to authorize the Town Manager to negotiate and execute an interlocal agreement between the Town of Trophy Club and the City of Roanoke for shared Emergency Management services in the amount of \$10,000 annually. Council Member Beach seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting 7:49 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization in a total annual amount not to exceed \$30,000 with a one-year renewal option. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town of Trophy Club Streets Department utilizes concrete lifting services for roads and sidewalks as well as other miscellaneous specialization services such as concrete stabilization. To allow the Town to benefit from larger procurement contracts, Trophy Club entered into an Interlocal Agreement with the City of Grand Prairie in February 2021 authorizing the Town to piggyback on their municipal contracts.

Nortex Concrete Lift & Stabilization provides concrete services to the City of Grand Prairie with an excellent service history. Nortex is a nationally recognized leader in the field of road and bridge stabilization, utilizing innovative polyurethane foam systems. Headquartered in Fort Worth, Nortex has more than 35 years of expertise managing projects of all sizes from large-scale statewide initiatives to smaller residential repairs. Their specialized approach ensures durable, efficient solutions for concrete lifting and stabilization.

The City of Grand Prairie renewed its contract with Nortex Concrete Lift & Stabilization, effective November 1, 2021 through October 31, 2022, with four additional one-year renewal options. The City of Grand Prairie has executed their third of four renewal contracts with Nortex, effective November 1, 2024 through October 31, 2025. The Town will have the option to exercise a 1-year renewal with an annual authorization amount not to exceed \$30,000.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for concrete repairs are budgeted in the approved FY 2025 Streets Maintenance Budget in the Street Maintenance Sales Tax Fund.

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

ATTACHMENTS:

1. Service Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization in a total annual amount not to exceed \$30,000 with a one-year renewal option.



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

To: City of Grand Prairie, TX
Purchasing Department/Public Works Department
300 West Main Street
Grand Prairie, TX

Attn: Angi Mize
Purchasing Manager

Re: Contract 21159 – Pavement Leveling Services Price Decrease

Date: September 14, 2023

Mrs. Mize,

Nortex Concrete Lift & Stabilization, Inc. would like to offer the City of Grand Prairie a price reduction of \$.15/LB for all pavement leveling items associated with polyurethane injection for contract 21159. This would lower the contract price from \$4.05/LB to \$3.90/LB for contract item 1 for Pavement Leveling Services. Decrease item 7 for Soil Densification 4ft-8ft from \$5.10/LB to \$4.90/LB, and decrease items 8 & 9 for Soil Densification 8ft-15ft and 15+ft from \$5.15/LB to \$5.00/LB.

Since renewal #1 started on November 1, 2022 we have seen decreases in freight and labor costs. We intend to offer those savings to Grand Prairie based on the general terms and conditions of the contract.

Also being requested for review are two included addendum proposals to add in items to the contract for storm drains/water way system repairs and sidewalk panel repairs. These line items could be added in the event of a repair is needed for these specific services with polyurethane foam injection.

Respectfully,


Casey DeRosa
General Manager



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

**Addendum proposal for contract 21159 - Pavement Leveling Services,
considering storm drain line/waterway system repairs per joint price**

Work to be performed: Contractor to inject high density polyurethane foam to stop inflow and infiltration on reinforced concrete pipe (RCP) for storm drain systems.

Payment:

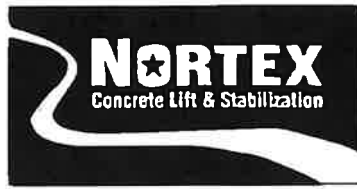
RCP Pipe Size	Unit	Price per Joint Repaired
18 inch	Each	\$800.00
24 inch	Each	\$1,000.00
30 inch	Each	\$1,200.00
36 inch	Each	\$1,400.00
42 inch	Each	\$1,600.00
48 inch	Each	\$1,800.00
54 inch	Each	\$2,000.00
60 inch	Each	\$2,200.00
72 inch	Each	\$2,600.00
Box Culvert Joint	Linear Foot	\$125.00

Terms: Approval of work to be performed at each specified location must be given by owner before work can begin. Work not approved will not be paid.

RCP's smaller than 36" may need the use of a camera truck and/or flush/vacuum truck. Nortex does not have this equipment. The municipality is to provide them, if not available from the municipality then Nortex can contract them out. These services will cost \$400.00/hour with a 4 hour minimum requirement. Discounts may be applied for multi day projects where the contracted equipment will be utilized for a longer duration.

RCP's or box culverts larger than 36" can typically be worked from inside the pipe. Nortex would drill holes in a "shoe string" pattern around the joint line and inject the polyurethane directly behind the leaking joint/s.

Payment and terms may be altered with written consent and approval by both the owner and contractor.



201 NW 26th St.
Fort Worth, TX 76164
(817) 831-1240 office
(817) 831-1245 fax

**Addendum proposal for contract 21159 - Pavement Leveling Services,
considering sidewalk leveling per panel price**

Work to be performed: Contractor to inject high density polyurethane foam to lift and level sidewalk panels.

Payment:

Pipe Size	Unit	Price per Panel
2ft x 4ft panel	Each	\$150.00
3ft x 4ft panel	Each	\$225.00
4ft x 4ft panel	Each	\$300.00
4ft x 5ft panel	Each	\$325.00
5ft x 5ft panel	Each	\$350.00
Self-Leveling Silicone Joint Sealant	Linear Foot	\$20.00

Terms: Approval of work to be performed at each specified location must be given by owner before work can begin. Work not approved will not be paid.

Sidewalk panels of larger sizes i.e. 10ft x10ft will go off normal contract price per pound since they are of similar size and scope of a roadway panel.

Self-leveling Silicone Joint sealant is typically used when performing sidewalk repairs. The old sealant will be removed, and the joint will be cleaned and prepped. Backer rod or silica sand will be used to ensure the proper amount of sealant is being used for each linear foot being repaired. Once the backer rod or sand is in place, the joint sealant can be applied in dry conditions. Nortex will supply the necessary coverings, wet sealant signs, caution tape, and/or cones to ensure sealant will not be disturbed during its curing phase. All coverings will be removed from the job site the following day once sealant has cured in place.

Payment and terms may be altered with written consent and approval by both the owner and contractor.

Pavement Leveling Services

RFB # 21158

		Original		R1 Increase		R2 Decrease			
NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	BIDDED PRICE	UNIT PRICE	BIDDED PRICE	UNIT PRICE	BIDDED PRICE
1	Pavement Leveling Services	170000	LB	\$3.55	\$603,500.00	\$4.05	\$688,500.00	\$3.90	\$663,000.00
2	Joint Grinding 0-12 LF	50	LF	\$3.75	\$187.50	\$3.75	\$187.50	\$3.75	\$187.50
3	Joint Grinding 13-120 LF	1000	LF	\$3.50	\$3,500.00	\$3.50	\$3,500.00	\$3.50	\$3,500.00
4	Joint Grinding 121-600 LF	3000	LF	\$3.25	\$9,750.00	\$3.25	\$9,750.00	\$3.25	\$9,750.00
5	Joint Grinding 601-3000 LF	4000	LF	\$3.00	\$12,000.00	\$3.00	\$12,000.00	\$3.00	\$12,000.00
6	Joint Grinding 3001+ LF	5000	LF	\$3.00	\$15,000.00	\$3.00	\$15,000.00	\$3.00	\$15,000.00
7	Soil Densification 4ft - 8ft	15000	LB	\$4.55	\$68,250.00	\$5.10	\$76,500.00	\$4.90	\$73,500.00
8	Soil Densification 8ft - 15ft	15000	LB	\$4.60	\$69,000.00	\$5.15	\$77,250.00	\$5.00	\$75,000.00
9	Soil Densification 15ft +	10000	LB	\$4.60	\$46,000.00	\$5.15	\$51,500.00	\$5.00	\$50,000.00



Contract Coversheet

Dept: * Purchasing

Contract ID: 20676

For: City-Wide

Bid Number: NA

Contact Name: Angi Mize

Contact Phone: * 8262

Contact Email: * amize@gptx.org

Vendor Name: Town of Trophy Club

Vendor Email: kodell@trophyclub.org

Project Name: Master Interlocal Agreement

Summary: master intl

Permanent Retention *

Yes

• No

Contract Amount

\$ 0.00

Total Contract Amount over all terms

\$

Account #

Work Order #

Dates

Implementation Date

2/3/2021

Termination Date

12/31/2121

Council Approval Date

2/2/2021

Contract Approvals

Department Manager:

Kathleen Mercer

Date 2/4/2021

City Attorney Signature

Megan Mahan

Date 2/4/2021

City Manager Signature

Cheryl Y. De Leon

Date 2/5/2021

City Secretary Signature

HL Galicia

Date 2/5/2021

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND TOWN OF TROPHY CLUB**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Grand Prairie (the "City") and Town of Trophy Club("Trophy Club") desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City and Trophy Club represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City and Trophy Club are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City and Trophy Club agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City nor Trophy Club warrants, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.

3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
6. **Effective Date and Term.** This Agreement shall be effective when the last party signing causes the Agreement to be fully executed and will remain in full force and effect indefinitely. Any party may modify and/or terminate this Agreement in accordance with Paragraphs 7 and 8, respectively.
7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
8. **Termination.** This Agreement may be terminated at any time by the City or Trophy Club, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
9. **Hold Harmless.** To the extent allowed by law, the City and Trophy Club agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with successful send confirmation, or by certified mail to the last business address as listed herein.

City of Grand Prairie:

Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
300 W. Main St.
PO Box 534045
Grand Prairie, TX 75050
Phone: (972) 237-8269
Fax: (972) 237-8265
purchasingfax@gptx.org

Trophy Club:

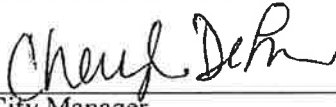
Responsible Department
Attn: Responsible Position
Trophy Club
Trophy Club Mailing Address
City, STATE Zip
Phone: Main phone #
Fax: main fax #
email address

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Trophy Club's county County, Texas, United States of America for Trophy Club and shall be Dallas County, Texas, United States of America for the City.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in

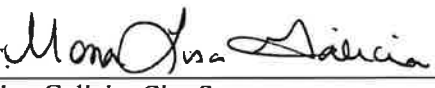
anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF GRAND PRAIRIE

BY: 
Deputy City Manager

DATE: 2/5/2021

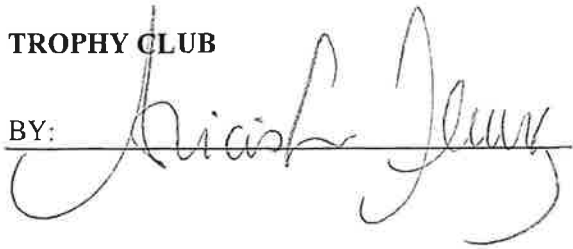
ATTEST: 
Mona Lisa Galicia, City Secretary

DATE: 2/5/2021

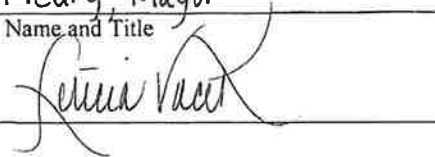
APPROVED AS TO FORM:

Megan Mahan, City Attorney

TROPHY CLUB

BY: 

Alicia Fleury, Mayor
"BY" Printed Name and Title

ATTEST: 

Leticia Vacek, Town Secretary/RMO
"ATTEST" Printed Name and Title



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider a resolution authorizing the Town Manager to execute opioid settlement documents. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The resolution authorizes the Town Manager to execute documents related to the global opioid settlement, specifically the Kroger Texas Settlement, as well as any future opioid-related settlements proposed by the State Attorney General.

The settlement agreement, negotiated between the Texas Attorney General's Office and Kroger, is governed by the Texas Term Sheet adopted by the Texas Legislature, which was also applied to the 2021 settlement addressing the opioid crisis. In 2021, the Town adopted Resolution 2021-15 to participate in that settlement. By joining the Kroger Texas Settlement, the Town will be eligible to receive a portion of the approximately \$1.2 million allocated directly to political subdivisions.

The deadline for all Texas political subdivisions to sign on to and receive benefits from the settlement is December 29, 2024.

Under the terms of the agreement, the funds must be used for initiatives or expenditures with a past or future "opioid nexus," meaning they are connected to addressing the impacts of opioids. Examples include law enforcement, health services, emergency response, human resources, and other affected areas.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town will be eligible to receive a portion of the approximately \$1.2 million allocated directly to political subdivisions.

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

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution authorizing the Town Manager to execute opioid settlement documents.

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE GLOBAL OPIOID SETTLEMENT DOCUMENTS RELATING TO THE KROGER SETTLEMENT AND AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY AND ALL FUTURE OPIOID SETTLEMENT DOCUMENTS; AUTHORIZING THE TOWN MANAGER TO TRANSMIT THOSE DOCUMENTS TO THE ATTORNEY GENERAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (“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 has obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, “Defendants”) have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, the actions, conduct, and misconduct of these Defendants have resulted in significant financial cost to the Town; and

WHEREAS, on May 13, 2020, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet (the Texas Term Sheet) approving the allocation of any and all opioid settlement funds within the State of Texas; and

WHEREAS, the State of Texas has negotiated a settlement agreement with Kroger resolving litigation and potential litigation between Kroger and the State and its subdivisions; and

WHEREAS, the Town previously resolved to adopt the Texas Term Sheet, and to participate in settlement agreements related thereto.

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

SECTION 1.

The Town Council hereby authorizes the Town Manager to execute on the Town’s behalf the Subdivision Settlement Participation Forms as related to the Kroger settlement, attached hereto as Exhibit A.

SECTION 2.

Upon execution of the Subdivision Settlement Participation Forms, the Town Manager is authorized to send executed copies to the Office of the Attorney General, as required for participation in this settlement.

SECTION 3.

The Town Council further authorizes the Town Manager to execute on the Town's behalf any future opioid lawsuit settlements proposed by the State Attorney General that are deemed to be beneficial in assisting the Town offset financial costs incurred from fraudulent and/or reckless marketing, sales, or distribution of opioids.

SECTION 4.

This Resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED THIS 9th DAY OF DECEMBER 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision:	Texas
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Texas Political Subdivision”), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated October 30, 2024 (“Kroger Texas Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.
2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger’s counsel to dismiss with prejudice any Released Claims that it has filed.
3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.
4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.
5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.
7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.
8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.
9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.
10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.
12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: _____
Title: _____
Date: _____



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider an ordinance authorizing the Mayor to execute an amendment to the Beldonia Town Homes Development Contract for Public Improvements authorizing the Town to participate in the cost of removing and reconstructing the Town's median along Trophy Wood Drive to provide a center median opening and turn lane. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: In June 2024, the Town Council approved a development contract for public improvements with Beldonia Homes, LLC for the construction of town homes on Trophy Wood Drive. As the developer initiated construction, the homeowners' association for Hanna Court and Jaime Court, Villas of Trophy Club Association, contacted the Town to follow up on an early request to consider allowing a break in the median to facilitate vehicles entering or leaving the new development in both directions.

After reviewing the request, Town staff observed that removing a larger section of the median would benefit the Town to facilitate left-hand turns into the Town Hall parking lot for traffic that is driving south on Trophy Wood Drive. Allowing left-hand turns into the town home development would also reduce the number of U-turns performed at the intersection of Jaime Court and Hanna Court. Staff approached the developer with the request to perform the improvement to remove and reconstruct the median on Trophy Wood Drive enhancing traffic flow for Beldonia Town Homes and Town Hall. The developer agreed to pay for 50% of the construction cost with the Town paying the remaining 50%. Section 212 of the Texas Local Government Code allows for a municipality to participate up to 30% for the cost of public improvements for a private development. The total amount of public improvements approved by the Town Council in June 2024 being performed by the developer is \$352,625.28. The participation agreement caps the Town's 50% participation for median improvements at \$30,000 for an estimated Town public improvement participation of 8.5%, well below the maximum 30% limit.

The developer will perform all work necessary to remove and reconstruct the median with a new center turn lane. The work will be coordinated by the Community Development Department to ensure that all Town ordinances and standards are met.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town's 50% participation amount for the median improvements is capped at \$30,000. Funding for this project is available in the FY 2025 Budget in the Street Maintenance Sales Tax Fund.

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

ATTACHMENTS:

1. Ordinance
2. Exhibit A: Amendment to the Development Contract
3. Median Improvement Rendering

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance authorizing the Mayor to execute an amendment to the Beldonia Town Homes Development Contract for Public Improvements authorizing the Town to participate in the cost of removing and reconstructing the Town's median along Trophy Wood Drive to provide a center median opening and turn lane.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE BELDONIA TOWN HOMES DEVELOPMENT CONTRACT FOR PUBLIC IMPROVEMENTS; AUTHORIZING THE TOWN TO PARTICIPATE IN PUBLIC IMPROVEMENT COSTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the “Town”) is a home rule municipality acting under its 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 entered into the Beldonia Town Homes Development Contract for Public Improvements (the “Agreement”) with Beldonia Homes, LLC (the “Developer”), pursuant to Chapter 212 of the Texas Local Government Code, and Code of Ordinances, Town of Trophy Club, Texas, Chapter 10 - Subdivision Regulation, for the construction of public improvements within PD-35 (collectively, the “Public Improvements”); and

WHEREAS, the Developer desires to remove and reconstruct the Town’s median along Trophy Wood Dr., to provide a center median opening and turn lane (the “Street Improvements”), which will improve traffic safety and provide increased access for Beldonia Town Home residents and the general public, and the Town desires to participate in the cost of the Street Improvements pursuant to Subchapter C of Texas Local Gov’t Code Ch. 212; and

WHEREAS, the Town’s participation costs for the Street Improvements shall not exceed the amount of \$30,000.00, which is equal to approximately 8.5% of the total estimated Public Improvements costs of \$352,625.28; and

WHEREAS, the Town’s participation in the costs of the Street Improvements is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and

WHEREAS, the Town Council finds and determines that this Ordinance is made in the exercise of its governmental functions in the interest of the health, safety, and welfare of the general public.

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

SECTION 1

All of the above premises and recitals are hereby found to be true and correct factual and legislative determinations of the Town and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

The Mayor is authorized to execute the Amendment to the Beldonia Town Homes Development Contract for Public Improvements, which is attached to this Ordinance as **Exhibit A**, and the Town Manager is hereby authorized to pay participation costs for the Street Improvements upon completion, inspection, and acceptance of the Street Improvements in an amount not to exceed \$30,000.00.

SECTION 3

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

SECTION 4

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

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 9th day of December, 2024.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT A

**AMENDMENT TO THE BELDONIA TOWN HOMES DEVELOPMENT CONTRACT
FOR PUBLIC IMPROVEMENTS**

**AMENDMENT TO THE BELDONIA TOWN HOMES
DEVELOPMENT CONTRACT FOR PUBLIC IMPROVEMENTS**

This Amendment to the Beldonia Town Homes Development Contract for Public Improvements (the “Amendment”) is entered into by and between the Town of Trophy Club, a Texas home-rule municipality (the “Town”), Beldonia Homes, LLC (the “Developer”), and Affluency Homes, LLC (the “Contractor”). The Town, Developer, and Contractor may sometimes hereafter be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the Town entered into the Beldonia Town Homes Development Contract for Public Improvements (the “Agreement”) pursuant to Texas Local Gov’t Code Ch. 212, and Code of Ordinances, Town of Trophy Club, Texas, Chapter 10 - Subdivision Regulation, for the construction of public improvements within PD-35 (collectively, the “Public Improvements”); and

WHEREAS, the Developer desires to remove and reconstruct the Town’s median along Trophy Wood Dr., as generally shown on the attached **Exhibit A**, to provide a center median opening and turn lane (the “Street Improvements”), which will improve traffic safety and provide increased access for Beldonia Town Home residents and the general public, and the Town desires to participate in the cost of the Street Improvements pursuant to Subchapter C of Texas Local Gov’t Code Ch. 212; and

WHEREAS, the Town’s participation costs for the Street Improvements shall not exceed the amount of \$30,000.00, which is equal to approximately 8.5% of the total estimated Public Improvements costs of \$352,625.28; and

WHEREAS, the Town’s participation in the costs of the Street Improvements is authorized by Texas Local Gov’t Code Ch. 212, without complying with the competitive sealed bidding procedure of Texas Local Gov’t Code Ch. 252; and

WHEREAS, in the interest of the general public and for the public purposes described in this Amendment, the Developer and its Contractor shall construct the Street Improvements and the Town has appropriated and identified public funds for participation in the cost of the Street Improvements in accordance with the Town’s Ordinance adopted on December 9th, 2024.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The recitals above are incorporated into this Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Agreement, unless otherwise defined herein.

2. As a condition to design and construction of the Street Improvements by the Developer and its Contractor, the Town has appropriated the not-to-exceed sum of **\$30,000.00** (the “Authorized Reimbursement”) necessary to reimburse the Developer for performance of the work and ensure completion of the Street Improvements.
3. The Developer will be responsible for paying all reasonable and necessary design, engineering, surveying, testing, and construction costs associated with the Street Improvements. Upon completion of the Street Improvements, the Developer shall submit a request for payment to the Town showing all actual direct costs attributable to the Street Improvements. After inspection of the work, if the Town determines that the Street Improvements were built in accordance with the approved plans and specifications, the Town shall make payment to the Developer for the actual direct costs of the Street Improvements in an amount not to exceed the Authorized Reimbursement. The scope of work and estimated cost of the Street Improvements are shown on **Exhibit A**. The parties anticipate that the final cost of the work may exceed the estimated cost; however, the Town’s obligations shall not exceed the Authorized Reimbursement amount.
4. **Changes in contract/scope of project.** Pursuant to Town Code of Ordinances Sec. 10.02.201(c), the changes in the plans and specifications of the approved project necessitate this Amendment, and the Developer or its Contractor shall also amend all required bond and any other financial assurance instruments. The increase in the project scope also requires an increase in the inspection fee, as authorized in Town Code of Ordinances Sec. 10.02.203(a). The Developer shall bear the full cost of any additional work required by the Town Attorney and/or Town Engineer in revising and/or reviewing the revised documents, and approval shall not be granted until such additional fees are paid.
5. Except as amended herein, the all other terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the Parties of signed facsimile or electronic copies of this Amendment.

[Signature Page to Follow]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers and to be effective as on the last date shown below (the “Effective Date”):

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

EXHIBIT A

Scope of Work and Estimated Cost of Street Improvements





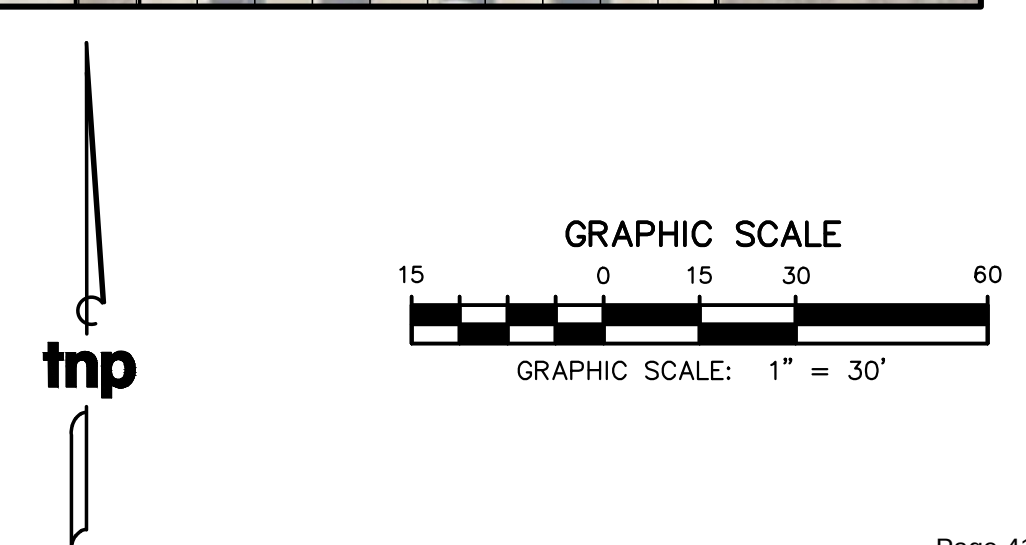
EXHIBIT C - ADD MEDIAN OPENING W/ CENTER TURN LANE



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.tnpinc.com

Town of Trophy Club, Texas

The Trophy Townhomes





TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Tamara Smith, MSL, Assistant to the Town Manager

AGENDA ITEM: First Reading: Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: In July 2023, the Economic Development Corporation (EDC) initiated consideration of a grant program tailored to benefit businesses within the Trophy Club community. The EDC deliberated and expressed the desire to support projects encompassing exterior and interior enhancements, equipment, and signage upgrades. Moreover, the Board advocated for a nominal contribution from businesses in the form of matching funds to foster a sense of mutual accountability.

The resulting Thrive Business Grant program was approved by the EDC and Town Council in FY 2024 with the Town Council allocating \$300,000 to the program. The program was formally launched in July 2024, with applications received and reviewed in the fall. Each award will include a formal agreement including progress reporting, final inspections, and performance requirements.

The Thrive Business Grant program offers reimbursable matching grants (75%) of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. Under the terms of the grant, work must begin within six months from the date of the award. Grantees are required to submit regular progress reports, including financial statements, photos, and updates on project milestones. Failure to meet specified performance requirements as set forth in each agreement will require 100% repayment of the grant dollars received.

In this first grant cycle, the EDC received twelve (12) applications. The EDC convened on November 20, 2024, to consider approval of the Thrive Business Grant applications. Following this review, the EDC approved seven out of the twelve applications, totaling \$104,380.67 in grants. The resolution prepared with this agenda item authorizes approval of Thrive Business Grants to the six businesses approved by the EDC. One business submitted two applications.

BOARD REVIEW/CITIZEN FEEDBACK: At their November 20, 2024 EDC Board Meeting, the Board of Directors approved Thrive Business Grants to six Trophy Club businesses in accordance with their grant applications. Mathnasium submitted two grant requests that combined were under the \$20,000 maximum amount. Both applications were considered and

approved for a total of seven approved applications.

Trophy Club Business	Amount
Trophy Club Vision Care	\$20,000
Grace Development	\$20,000
Envision Complete Fitness, LLC	\$20,000
Fish and Knife	\$19,200
Jolley Orthodontics	\$18,108.17
Mathnasium (Application #1)	\$4,278.75
Mathnasium (Application #2)	\$2,793.75

FISCAL IMPACT: The Town Council allocated \$300,000 from the EDC 4B Fund to the Thrive Business Grant program. The FY 2025 Budget appropriated \$150,000 of the \$300,000 to the EDC for the program with the remaining amount originally anticipated to be spent in future budget years. The EDC approved seven grant applications for a total of \$104,380.67, leaving \$195,619.33 remaining for future grant cycles.

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

ATTACHMENTS:

1. Resolution
2. Review Matrix
3. Thrive Business Grant
4. Presentation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation.

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

**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS,
APPROVING THE THRIVE BUSINESS GRANT APPLICATIONS AND
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE
PERFORMANCE AGREEMENTS WITH THE TROPHY CLUB
ECONOMIC DEVELOPMENT CORPORATION AND EACH GRANTEE;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Trophy Club Economic Development Corporation (“EDC”) approved the Thrive Business Grant Program (the “Program”), establishing guidelines for reimbursable matching grants to enhance the visual appeal, competitiveness, and economic growth of businesses in the Town; and

WHEREAS, the Town Council adopted the Program on May 28, 2024, through Resolution 2024-09, to support new or expanded business enterprises, benefiting the Town, its residents, and local economic development; and

WHEREAS, the Town Council finds that the Program aligns with state law and Article III, Section 52-a of the Texas Constitution by fostering economic diversification, reducing unemployment, and enhancing business activity in the State of Texas and the Town; and

WHEREAS, the businesses identified in the attached **Exhibit A** (the “Grantees”) have submitted applications for Thrive Business Grants to support specific projects detailed in **Exhibit A**; and

WHEREAS, the EDC Board of Directors approved the applications and grants totaling \$104,380.67, with amounts allocated to each Grantee as shown in **Exhibit A**; and

WHEREAS, the Town desires to enter into performance agreements with the EDC and each Grantee in accordance with Texas Local Gov’t Code Ch. 380, using the model performance agreement, which is attached hereto as **Exhibit B**.

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

SECTION 1.

The recitals and findings above are true and correct and are incorporated into this Resolution as if fully set forth herein.

SECTION 2.

The Town Council hereby authorizes the Town Manager to negotiate and execute performance agreements with the EDC and each Grantee for grant payments not to exceed the amounts approved by the EDC and listed on the attached **Exhibit A**, and in a form substantially similar to the model performance agreement attached hereto as **Exhibit B**.

SECTION 3.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this the 9th day of December 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT A**List of businesses (Grantees)/Grant Allocations**

<u>Trophy Club Business</u>	<u>Amount</u>
<u>Trophy Club Vision Care</u>	<u>\$20,000</u>
<u>Grace Development</u>	<u>\$20,000</u>
<u>Envision Complete Fitness, LLC</u>	<u>\$20,000</u>
<u>Fish and Knife</u>	<u>\$19,200</u>
<u>Jolley Orthodontics</u>	<u>\$18,108.17</u>
<u>Mathnasium (Application #1)</u>	<u>\$4,278.75</u>
<u>Mathnasium (Application #2)</u>	<u>\$2,793.75</u>

TOWN OF TROPHY CLUB**THRIVE BUSINESS GRANT
PERFORMANCE AGREEMENT**

This Thrive Business Grant Performance Agreement (the “Agreement”) is entered into by and between the Town of Trophy Club, Texas, a Texas home-rule municipal corporation (the “Town”) the Trophy Club Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1, Ch. 501 and Ch. 505 of the Texas Local Gov’t Code (“EDC”), and _____ (the “Grantee”). The Town, EDC, and Grantee may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

WITNESSETH:

WHEREAS, the Grantee owns or controls real property and improvements located at _____, as described or generally shown on the attached **Exhibit A** (the “Property”); and

WHEREAS, the EDC and the Town have approved the “Thrive Business Grant - Guidelines and Application” (the “Program”), which is incorporated into this Agreement as if fully set forth herein, and which: (1) established certain guidelines and criteria for the use of certain business and economic development incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Trophy Club, pursuant to the Development Corporation Act, codified in Chapters 501 and 505 of the Texas Local Gov’t Code, (the “Act”); and

WHEREAS, the Grantee submitted an application to receive a grant pursuant to the Program (the “Grant”) for the development, construction, maintenance, or improvement of the Property in accordance with the Program and the plans approved by the Town; and

WHEREAS, in addition to the foregoing recitals, the Program constitutes an economic development “Program” pursuant to Texas Local Gov’t Code Ch. 380 that promotes jobs and the development of retail, restaurant, and service businesses in the Town of Trophy Club; and

WHEREAS, the Town is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Gov’t Code Ch. 380 to provide economic development grants and incentives to promote state and local economic development, and to stimulate business and commercial activity in the Town; and

WHEREAS, the Town and EDC have determined that the Grant (as defined below) to be made under this Agreement is necessary to promote or develop new or expanded business enterprises, and will further the objectives of the Town and EDC, will benefit the Town and the Town’s inhabitants, and will promote local economic development and stimulate business and commercial activity in the Town; and

WHEREAS, the EDC and Town have reviewed the application and are willing to provide Grant funds to Grantee, provided that the Grantee satisfies certain criteria relating to the Thrive Business Grant Performance Agreement

development, construction, maintenance, or improvement of the facility, capital investments, and jobs (collectively, the “Performance Obligations” as further defined in this Agreement) as required by Texas Local Gov’t Code Sec. 501.158, and this Agreement; and

WHEREAS, the Town, EDC, and Grantee desire to set forth their understanding and agreement as to the payment of the Grant, the obligations of the Grantee, and the repayment by the Grantee of the Grant under certain circumstances; and

WHEREAS, the parties have concluded and hereby find that this Agreement promotes economic development in the Town, and, as such, meets the requirements of the Act and Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and Town, by eliminating unemployment or underemployment in the State of Texas and Town, and enhancing business and commercial activity within the State of Texas and Town.

NOW, THEREFORE, in consideration of the recitals above, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Disbursement of the Grant.

Pursuant to the Program, a Grant in the amount of \$_____ will be paid to the Grantee upon completion of the Project as certified in writing after inspection by the Town. Within thirty (30) days of written certification by the Town, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to satisfy the Performance Obligations in this Agreement.

Section 2. Term; Performance Obligations; and Definitions.

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated by the Town, or unless sooner terminated by mutual agreement of the parties. The Town may terminate this Agreement at any time if Grantee breaches or defaults on any terms or conditions of this Agreement, or if Grantee otherwise fails to perform its obligations under this Agreement.

2.2 Performance Obligations. Grantee agrees to make a Capital Investment of at least \$_____ by completing the Project in accordance with the plans approved by the Town and shown and described on **Exhibit B**. The Project must reach final 100% completion with no punch-list items remaining on or before _____. Additionally, the Grantee must create or retain at least ____ Jobs for Employee(s) at the Property for one (1) year after Grant payment by the Town.

2.3 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Property (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the existing capital improvements at the Property on the Effective Date of this Agreement.

“Employee” means the full-time equivalent (FTE) employment of a person performing a duty for the Grantee at the facility. This term shall not include contract workers who are considered independent contractors for the Grantee.

“Job” means permanent employment of an Employee at the Property for a period of at least one (1) year after Grant payment by the Town. Each Job must require a minimum of either (1) 30 hours of an Employee’s time per week for the entire normal year of the Grantee’s operations, which “normal year” must consist of a least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Trophy Club, and positions with contractors, suppliers, and similar multiplier or “spin-off” jobs shall not qualify as Jobs.

Section 3. Repayment Obligation.

Grantee further agrees to refund or repay to the Town the entire amount of the Grant if Grantee: (I) fails to remain in business at the location described in **Exhibit A** hereto for at least one (1) year after completion of construction; (II) fails to meet the Performance Obligations required by this Agreement; or (III) otherwise fails to comply with the terms and conditions of this Agreement or the Program, which is incorporated by reference into this Agreement as if fully set forth herein.

The Town may withhold Grant funds to enforce this Agreement, and may enforce this Agreement through any available remedy under Texas law, including attaching a lien to the Property, or any other real or personal property owned by Grantee, to secure repayment or reimbursement owed to the Town.

Section 4. Grantee Reporting.

The Grantee shall provide, at the Grantee’s expense, detailed verification reasonably satisfactory to the Town of the Grantee’s progress on the Performance Obligations. Such progress reports will be provided at such times as the Town or EDC may require during the Term of this Agreement.

Section 5. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town or EDC:

Town of Trophy Club
1 Trophy Wood Dr.

If intended for the Grantee:

Trophy Club, Texas 76262
Attn: Brandon Wright, Town Manager
Phone: (682) 237-2901
Email: bwright@trophyclub.org

Attn: _____
Phone: _____
Email: _____

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Dean Roggia
Phone: (817) 332-2580
Email: droggia@toase.com

Section 6. Miscellaneous.

6.1. Grant Limitations. Under no circumstances shall the obligations of the Town or EDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision, and shall be subject to the availability and appropriation of funding in accordance with Texas law; provided, however, the Town and EDC agree during the term of this Agreement to appropriate funds to pay the grant for this Agreement. Further, Town shall not be obligated to pay any lienholder, commercial bank, lender, or similar third-party Person or financial institution for any loan or credit agreement made by the Grantee.

6.2. Governmental Functions and Immunities. The parties hereby acknowledge and agree that the Town and EDC are entering into this Agreement pursuant to their respective governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the Town or EDC. To the extent a Court of competent jurisdiction determines that the Town's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Town's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

6.3. INDEMNIFICATION. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE HEREBY WAIVES ALL CLAIMS AGAINST TOWN FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF

ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM GRANTEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GRANTEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT.

6.4. Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the Town's written request, the Grantee agrees to provide the Town, within thirty (30) days of the Grantee's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify Grantee's compliance with this Agreement.

6.5. Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

6.6. Representations and Warranties. Grantee represents and warrants to the Town and EDC that it has the requisite authority to enter into this Agreement.

6.7 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

6.9. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

6.10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

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

6.12. Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that

event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

6.14. No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

6.15. Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

6.16. Undocumented Workers. Grantee covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Grantee is convicted of a violation under 8 U.S.C. Section 1324a (f), Grantee shall repay to the Town the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Grantee receives a notice of violation from the Town.

6.17. Gift to Public Servant. The Town may terminate the Agreement immediately if the Grantee has offered or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.

6.18. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Grantee; and, neither the Town nor its consultants have verified such information.

6.19. Regulations Regarding Building Products, Materials, or Methods. In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Grantee voluntarily consents to the application of all Town rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction,

renovation, maintenance, or other alteration of the building. In addition, Grantee voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

EXECUTED and effective as of the date of the last authorized signature below (the “Effective Date”).

TOWN OF TROPHY CLUB, TEXAS

Brandon Wright, Town Manager, or designee

Date: _____

ATTEST:

Tammy Dixon, Town Secretary

TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Board Secretary

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Exhibit A

The Property

Exhibit B

Approved Plans



Thrive Business Grant Review Matrix

		Average		Town									
Business Name	Project Scope	Evaluation Criteria Points	Percentage of Points	Cost of Project	Grant Dollars Requested	25% Grant Dollars Required by Business	75% of Grant Dollars Reimbursed by Town	Approved	Amended Grant Dollar Amount	Notes	Approved/Not Approved	Moved to Next Year	Follow-up needed? Y/N
Mathnasium #1	Exterior	485	97%	5,705.00	4,279.00	1,426.25	4,278.75	4,278.75			Approved		No
Fish and Knife	Interior	482	96%	25,600.00	20,000.00	6,400.00	19,200.00	19,200.00			Approved		No
Jolley Orthodontics	Equipment	477	95%	24,144.22	18,108.16	6,036.06	18,108.17	18,108.17			Approved		No
Trophy Club Vision Care	Interior	472	94%	90,000.00	35,000.00	70,000.00	20,000.00	20,000.00		Max Grant Dollars \$20,000	Approved		No
Grace Development	Exterior	465	93%	29,368.23	15,000.00	9,368.23	20,000.00	20,000.00	The requested dollar amount differs from the approved grant amount because the matching grant funds were valued higher than initially anticipated. This grant will be for a maximum of \$20,000.	Max Grant Dollars \$20,000	Approved		No
David Ryan Smith	Equipment	455	91%	19,850.00	14,887.50	4,962.50	14,887.50	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
HG SPLY CO	Exterior	455	91%	14,000.00	10,500.00	3,500.00	10,500.00	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
Envision Complete Fitness, LLC	Equipment	453	91%	120,000.00	20,000.00	100,000.00	20,000.00	20,000.00		Max Grant Dollars \$20,000	Approved		No
Alexander Wenner DDS	Equipment	447	89%	20,842.35	20,000.00	5,210.59	15,631.76	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
ACF Property	Exterior	409	82%	11,362.47	11,362.47	2,840.62	8,521.85	-			Not Approved		Yes
Trophy Club Executive Suites	Interior	330	66%	26,843.86	18,598.52	6,843.86	20,000.00	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
Mathnasium #2	Interior	245	49%	3,725.00	2,793.00	931.25	2,793.75	2,793.75		A second quote will be required before the performance agreement can be signed.	Approved		Yes
Total				391,441.13	190,528.65	217,519.35	173,921.78	104,380.67					
Total Budget Remaining								195,619.33					

Thrive Business Grant

Guidelines and Application



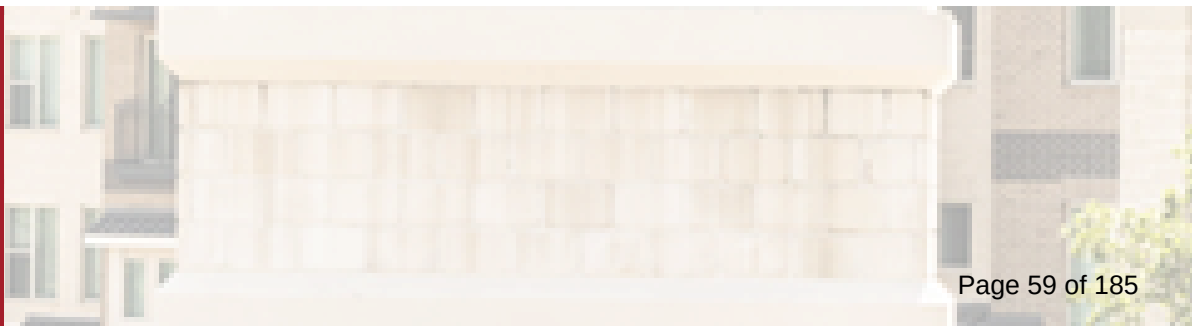


Thrive Business Grant

INTRODUCTION



The Thrive Business Grant (TBG) is an initiative aimed at supporting local businesses within the Town by providing reimbursable matching grants for various improvement projects. The program seeks to enhance the visual appeal and improve overall competitiveness of businesses, ultimately driving economic growth and community prosperity.



BACKGROUND

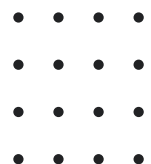


The Trophy Club Economic Development Corporation (EDC) is dedicated to driving economic progress within the Town. Its core mission is to actively foster employment opportunities and enhance the overall well-being of the community by spearheading, developing, facilitating, and financing projects in accordance with the Economic Development Act.

In 2023, the EDC Board earmarked \$300,000 to kickstart the TBG . This program is designed with the aim of fostering enhancements both externally and internally, as well as furnishing essential equipment to facilitate expansion and operational efficiency. The overarching objective is to maintain our Small Town Charm and stimulate customer growth within the Town.

The EDC places significant emphasis on thorough deliberation, ensuring that all grants align with the best interests of the community and that the projected benefits are effectively realized.

Each applicant will be viewed on a case-by-case bases to help businesses achieve success in Trophy Club.

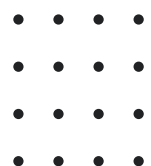


OVERVIEW



The TBG is a dynamic initiative aimed at fortifying local businesses within the town. This program offers reimbursable (75%) matching grants of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. By empowering businesses to make these vital improvements, the EDC aims to bolster the Town's economic vitality, create a more appealing business environment, and foster community prosperity.

The program aims to facilitate well-thought-out improvements that harmoniously incorporate essential storefront elements into a appealing identity, potentially including provisions for establishing an accessible public entrance if necessary. Additionally, it supports interior enhancements aimed at improving the overall customer experience and the enhancement of existing signage or the construction of new signage approved by the Town. While Town staff will offer guidance on acceptable improvements, applicants are responsible for collaborating with licensed architects and contractors to refine the conceptual design according to the scope of work.

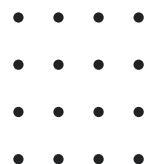


While the Town will review all TBG applications that align with the eligibility criteria, it places particular emphasis on backing projects poised to yield a substantial positive influence on both the Town and its economic landscape.

This includes generating increased business activity, making significant financial investments, facilitating revitalization efforts, and ensuring the retention or expansion of existing employers.

Eligibility Criteria:

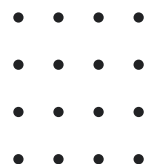
- Eligible applicants must either be property owners or tenants situated within the Town of Trophy Club;
- Tenants must obtain written approval from property owners in order to participate in the program;
- Prior to participating in the program, applicants must ensure they are current with all municipal tax obligations;
- Applicants are required to have no Town liens recorded against any property owned by them, encompassing, but not limited to, liens for weed control, demolition, board-up/open structure, and outstanding payments;





Eligibility Criteria:

- All applicants have to be located within Trophy Club;
- All applicants are required to adhere to both state and local laws and regulations governing licensing, permits, building codes, and zoning requirements;
- Excluded from consideration are government offices, residential properties, home-based enterprises, religious organization, churches, as well as establishments dealing in sexually-oriented or smoking paraphernalia products;
- Applicants must demonstrate financial stability and a clear plan for the project's completion.





Façade Improvements: Grants may be used to enhance the exterior appearance of businesses, including;

- Improvements to an existing exterior structure,
- Improvements to public facing façade(s)
- Signage
- Seating
- General building/property beautification including landscape

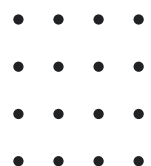
Interior Renovations: Funding can be allocated for interior renovations, such as;

- Remodeling enhancements that improve the customer experience,
- General maintenance such as HVAC, plumbing, electrical, etc.

Equipment Purchases: Grants can cover the cost of purchasing new equipment or upgrading existing machinery to increase operational efficiency and productivity.

Signage: Grants can cover the cost of purchasing signage off site to promote and market the their business.

Applications must be made prior to work beginning. No grants will be awarded for work that has already started, in progress, or completed.



GRANT REQUIREMENTS



Work must begin within six months from the date of the award.

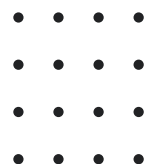
Grant funds are paid out on a reimbursement basis once completed work has been verified by Town staff as compliant with the plans proposed in the approved application.

Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

Grants are awarded as a single payment to the applicant, excluding sales tax. The Town will not reimburse any sales tax on items purchased.

If an applicant is awarded a grant for any work performed pursuant to this program and the work is altered for any reason within one year from the date of construction, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.

Further, if a property is listed for sale and/or leased to a tenant for a purpose not originally intended by the grant application within one year of reimbursement, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.



Each TBG application will be processed in accordance with the following standards and procedures.

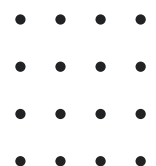
One of the prerequisites is furnishing documentation confirming the absence of any outstanding property tax payments for the property.

Applicants undertaking projects that encompass the refurbishment of one or more existing structures must furnish a comprehensive plan along with quotes and cost projections for the renovations.

Furthermore, if a project is not approved for the intended fiscal year, the application will be retained for consideration for up to one year.

Application Process:

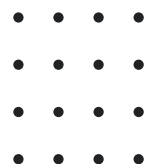
- The TBG will announce specific periods when applications will be accepted from eligible businesses.
- Interested businesses will complete and submit a application form, including property owner written approval (if applicable) project details, comprehensive plan, project cost, two quotes (if applicable), and a timeline for completion.
- The EDC will review applications and may approve applications based on eligibility criteria and alignment with program goals.
- The approved applications will then be reviewed by the Town Manager before being submitted to the Town Council.
- The application review process will take up to 60 days.
- Selected businesses will be notified of their grant award and will receive instructions on reimbursement procedures.
- Approved businesses will sign a performance agreement, and will be instructed on when to begin their proposed projects and may seek reimbursement upon completion.





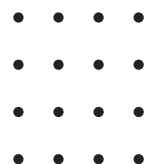
Monitoring & Accountability Process:

- **Progress Reporting:** Grantees will be required to submit regular progress reports, including financial statements, photos, and updates on project milestones.
- **Final Inspection:** Upon project completion, a final inspection will be conducted to ensure that the work meets the program's standards.
- **Reimbursement Process:** Grantees will submit documentation for eligible expenses, and reimbursement will be issued in accordance with the program's guidelines.
- **Performance Requirements:** Grantees will be required to fulfill performance requirements set forth in the performance agreement, failure to meet the specific requirements in the agreement will mean repayment of 100% of grant dollars received.

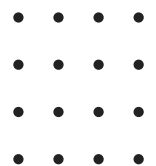
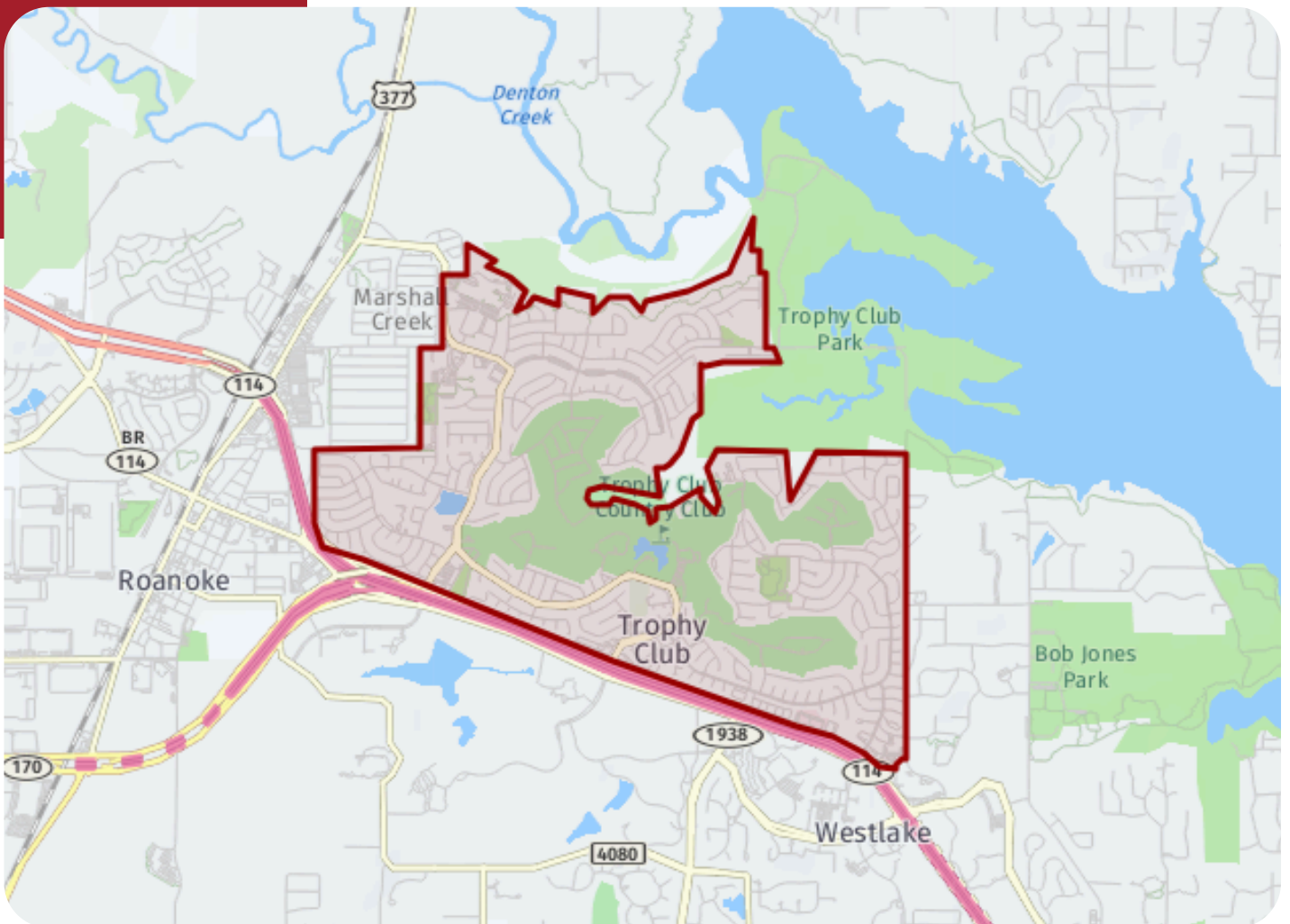


- The Town Council retains sole authority to approve or deny any TBG application and is under no obligation to approve any application.
- The Town retains the authority to reject an application while offering suggestions for improvements that could lead to future acceptance.
- The Town of Trophy Club has the right to terminate any agreement under the TBG if a participant is found to be in violation of any conditions set forth in these guidelines.
- The Town reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.
- Prioritization is given to established businesses over those operational for a year or less.
- The possibility exists to approve multiple projects for businesses if additional funding remains available.

As part of the consideration for any incentives, the Town will have the right to review and verify the applicant's financial statements and records related to the project and the amount of any incentives that may be payable in any given year; and conduct an on-site inspection of the project in order to verify compliance with the terms and conditions of the TBG.



Town of Trophy Club Boundary Map



APPLICATION

Thrive Business Grant (TBG) Application

Applicant Name

Mailing
Address

Business Name

Business Address

Contact Number

E-mail Address

Building Owner
Name

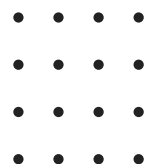
Building
Name

Project Information

Project Site/
Address

Project
Type

Project
Description



Thrive Business Grant (TBG) Application

How will this project benefit the community?

How will this project benefit your business?

Project Cost

Project Expenditures	Expenditure Total	Total Grant Dollars Requested for Expenditure



Thrive Business Grant (TBG)

Application

Total Cost of
Project

Total Grant Dollars
Requesting

*25% of total cost of project is the responsibility of the applicant.

Business Information

Number of
Employees

Number of Years in
Trophy Club

Annual Revenue

Will this project create or retain jobs?

☐

Yes

☐

No

Please ensure that the final project scope of work, along with accompanying pictures, drawings, and any relevant documentation, is attached. This comprehensive package will play a crucial role in conveying a cohesive narrative that will aid the EDC and Town staff in comprehending your vision for the allocation of grant funds.

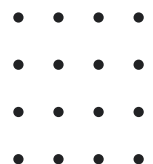
By signing this document, you affirm that you possess the requisite authority to seek funding for the mentioned business, you will abide by the program guidelines, and that the information furnished is true and accurate to the best of your knowledge.

Signature: _____

Printed Name: _____

Title: _____

Date: _____





Thrive Business Grant



TROPHY CLUB

Please Return To:

In-Person:
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Via E-mail:
thrive@trophyclub.org





Thrive Business Grant

Town Council Meeting
December 9, 2024



The Thrive Business Grant (TBG) is a program designed to support local businesses in Trophy Club by offering reimbursable matching grants for improvements that enhance both the exterior and interior of businesses, such as facade upgrades, signage, and equipment purchases. The Town's Economic Development Corporation (EDC) allocated \$300,000 in 2023 to stimulate economic growth, encourage revitalization, and improve community prosperity. Grants are available up to \$20,000 (businesses must contribute at least 25%), with funding provided after the completion of work, following a thorough application process and approval. The program prioritizes established businesses and those projects that demonstrate significant impact on the Town's economic landscape.

EDC Approved Applicants



Business Name	Project Scope	25% Grant Dollars Required By Business	75% Grant Dollars Reimbursed By Town	Total Cost Of Project	Type Of Project
Trophy Club Vision Care	Interior	\$70,000	\$20,000	\$90,000	New Intense Pulsed Light (IPL) Technology and Low-Level Light Therapy (LLLT) for Treating Dry Eye Disease
Grace Development	Exterior	\$9,368.23	\$20,000	\$29,368.23	Paint and Repair the Exterior of the Shopping Center
Envision Complete Fitness, LLC	Equipment	\$100,000	\$20,000	\$120,000	New Cryotherapy, Infrared Sauna, and Normatec Compression Therapy Equipment Installation
Fish and Knife	Interior	\$6,400	\$19,200	\$25,600	Interior Renovations and Equipment Purchases: Booths, Tables, Sofas, Ice Maker, Hibachi Grill, and Kitchen Refrigerator
Jolley Orthodontics	Equipment	\$6,036.06	\$18,108.17	\$24,144.22	Additional Dental Chairs for Expanded Office Space
Mathnasium #1	Exterior	\$1,426.25	\$4,278.75	\$5,705	Signage Removal and Installation of New Signage, Monument Roadside Sign Printed and Installed, and Office Furniture Replacement
Mathnasium #2	Interior	\$931.25	\$2,793.75	\$3,725	Remove and Update Interior Lighting for Learning Center, and Revise Window Signage.
Total:			\$104,380.67		

Questions





[social media](#) | [email](#) | [website](#)



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Tamara Smith, MSL, Assistant to the Town Manager

AGENDA ITEM: Second Reading: Consider a resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: In July 2023, the Economic Development Corporation (EDC) initiated consideration of a grant program tailored to benefit businesses within the Trophy Club community. The EDC deliberated and expressed the desire to support projects encompassing exterior and interior enhancements, equipment, and signage upgrades. Moreover, the Board advocated for a nominal contribution from businesses in the form of matching funds to foster a sense of mutual accountability.

The resulting Thrive Business Grant program was approved by the EDC and Town Council in FY 2024 with the Town Council allocating \$300,000 to the program. The program was formally launched in July 2024, with applications received and reviewed in the fall. Each award will include a formal agreement including progress reporting, final inspections, and performance requirements.

The Thrive Business Grant program offers reimbursable matching grants (75%) of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. Under the terms of the grant, work must begin within six months from the date of the award. Grantees are required to submit regular progress reports, including financial statements, photos, and updates on project milestones. Failure to meet specified performance requirements as set forth in each agreement will require 100% repayment of the grant dollars received.

In this first grant cycle, the EDC received twelve (12) applications. The EDC convened on November 20, 2024, to consider approval of the Thrive Business Grant applications. Following this review, the EDC approved seven out of the twelve applications, totaling \$104,380.67 in grants. The resolution prepared with this agenda item authorizes approval of Thrive Business Grants to the six businesses approved by the EDC. One business submitted two applications.

BOARD REVIEW/CITIZEN FEEDBACK: At their November 20, 2024 EDC Board Meeting, the Board of Directors approved Thrive Business Grants to six Trophy Club businesses in accordance with their grant applications. Mathnasium submitted two grant requests that combined were under the \$20,000 maximum amount. Both applications were considered and

approved for a total of seven approved applications.

Trophy Club Business	Amount
Trophy Club Vision Care	\$20,000
Grace Development	\$20,000
Envision Complete Fitness, LLC	\$20,000
Fish and Knife	\$19,200
Jolley Orthodontics	\$18,108.17
Mathnasium (Application #1)	\$4,278.75
Mathnasium (Application #2)	\$2,793.75

FISCAL IMPACT: The Town Council allocated \$300,000 from the EDC 4B Fund to the Thrive Business Grant program. The FY 2025 Budget appropriated \$150,000 of the \$300,000 to the EDC for the program with the remaining amount originally anticipated to be spent in future budget years. The EDC approved seven grant applications for a total of \$104,380.67, leaving \$195,619.33 remaining for future grant cycles.

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

ATTACHMENTS:

1. Resolution
2. Review Matrix
3. Thrive Business Grant
4. Presentation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving the Thrive Business Grant applications and authorizing the Town Manager to negotiate and execute performance agreements with each grantee as recommended by the Trophy Club Economic Development Corporation.

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

**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS,
APPROVING THE THRIVE BUSINESS GRANT APPLICATIONS AND
AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE
PERFORMANCE AGREEMENTS WITH THE TROPHY CLUB
ECONOMIC DEVELOPMENT CORPORATION AND EACH GRANTEE;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the Trophy Club Economic Development Corporation (“EDC”) approved the Thrive Business Grant Program (the “Program”), establishing guidelines for reimbursable matching grants to enhance the visual appeal, competitiveness, and economic growth of businesses in the Town; and

WHEREAS, the Town Council adopted the Program on May 28, 2024, through Resolution 2024-09, to support new or expanded business enterprises, benefiting the Town, its residents, and local economic development; and

WHEREAS, the Town Council finds that the Program aligns with state law and Article III, Section 52-a of the Texas Constitution by fostering economic diversification, reducing unemployment, and enhancing business activity in the State of Texas and the Town; and

WHEREAS, the businesses identified in the attached **Exhibit A** (the “Grantees”) have submitted applications for Thrive Business Grants to support specific projects detailed in **Exhibit A**; and

WHEREAS, the EDC Board of Directors approved the applications and grants totaling \$104,380.67, with amounts allocated to each Grantee as shown in **Exhibit A**; and

WHEREAS, the Town desires to enter into performance agreements with the EDC and each Grantee in accordance with Texas Local Gov’t Code Ch. 380, using the model performance agreement, which is attached hereto as **Exhibit B**.

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

SECTION 1.

The recitals and findings above are true and correct and are incorporated into this Resolution as if fully set forth herein.

SECTION 2.

The Town Council hereby authorizes the Town Manager to negotiate and execute performance agreements with the EDC and each Grantee for grant payments not to exceed the amounts approved by the EDC and listed on the attached **Exhibit A**, and in a form substantially similar to the model performance agreement attached hereto as **Exhibit B**.

SECTION 3.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this the 9th day of December 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

EXHIBIT A**List of businesses (Grantees)/Grant Allocations**

<u>Trophy Club Business</u>	<u>Amount</u>
<u>Trophy Club Vision Care</u>	<u>\$20,000</u>
<u>Grace Development</u>	<u>\$20,000</u>
<u>Envision Complete Fitness, LLC</u>	<u>\$20,000</u>
<u>Fish and Knife</u>	<u>\$19,200</u>
<u>Jolley Orthodontics</u>	<u>\$18,108.17</u>
<u>Mathnasium (Application #1)</u>	<u>\$4,278.75</u>
<u>Mathnasium (Application #2)</u>	<u>\$2,793.75</u>

TOWN OF TROPHY CLUB**THRIVE BUSINESS GRANT
PERFORMANCE AGREEMENT**

This Thrive Business Grant Performance Agreement (the “Agreement”) is entered into by and between the Town of Trophy Club, Texas, a Texas home-rule municipal corporation (the “Town”) the Trophy Club Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1, Ch. 501 and Ch. 505 of the Texas Local Gov’t Code (“EDC”), and _____ (the “Grantee”). The Town, EDC, and Grantee may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

WITNESSETH:

WHEREAS, the Grantee owns or controls real property and improvements located at _____, as described or generally shown on the attached **Exhibit A** (the “Property”); and

WHEREAS, the EDC and the Town have approved the “Thrive Business Grant - Guidelines and Application” (the “Program”), which is incorporated into this Agreement as if fully set forth herein, and which: (1) established certain guidelines and criteria for the use of certain business and economic development incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Trophy Club, pursuant to the Development Corporation Act, codified in Chapters 501 and 505 of the Texas Local Gov’t Code, (the “Act”); and

WHEREAS, the Grantee submitted an application to receive a grant pursuant to the Program (the “Grant”) for the development, construction, maintenance, or improvement of the Property in accordance with the Program and the plans approved by the Town; and

WHEREAS, in addition to the foregoing recitals, the Program constitutes an economic development “Program” pursuant to Texas Local Gov’t Code Ch. 380 that promotes jobs and the development of retail, restaurant, and service businesses in the Town of Trophy Club; and

WHEREAS, the Town is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Gov’t Code Ch. 380 to provide economic development grants and incentives to promote state and local economic development, and to stimulate business and commercial activity in the Town; and

WHEREAS, the Town and EDC have determined that the Grant (as defined below) to be made under this Agreement is necessary to promote or develop new or expanded business enterprises, and will further the objectives of the Town and EDC, will benefit the Town and the Town’s inhabitants, and will promote local economic development and stimulate business and commercial activity in the Town; and

WHEREAS, the EDC and Town have reviewed the application and are willing to provide Grant funds to Grantee, provided that the Grantee satisfies certain criteria relating to the Thrive Business Grant Performance Agreement

development, construction, maintenance, or improvement of the facility, capital investments, and jobs (collectively, the “Performance Obligations” as further defined in this Agreement) as required by Texas Local Gov’t Code Sec. 501.158, and this Agreement; and

WHEREAS, the Town, EDC, and Grantee desire to set forth their understanding and agreement as to the payment of the Grant, the obligations of the Grantee, and the repayment by the Grantee of the Grant under certain circumstances; and

WHEREAS, the parties have concluded and hereby find that this Agreement promotes economic development in the Town, and, as such, meets the requirements of the Act and Article III, Section 52-a of the Texas Constitution, by assisting in the development and diversification of the economy of the State of Texas and Town, by eliminating unemployment or underemployment in the State of Texas and Town, and enhancing business and commercial activity within the State of Texas and Town.

NOW, THEREFORE, in consideration of the recitals above, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Disbursement of the Grant.

Pursuant to the Program, a Grant in the amount of \$_____ will be paid to the Grantee upon completion of the Project as certified in writing after inspection by the Town. Within thirty (30) days of written certification by the Town, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to satisfy the Performance Obligations in this Agreement.

Section 2. Term; Performance Obligations; and Definitions.

2.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until the parties have fully satisfied all terms and conditions of this Agreement unless sooner terminated by the Town, or unless sooner terminated by mutual agreement of the parties. The Town may terminate this Agreement at any time if Grantee breaches or defaults on any terms or conditions of this Agreement, or if Grantee otherwise fails to perform its obligations under this Agreement.

2.2 Performance Obligations. Grantee agrees to make a Capital Investment of at least \$_____ by completing the Project in accordance with the plans approved by the Town and shown and described on **Exhibit B**. The Project must reach final 100% completion with no punch-list items remaining on or before _____. Additionally, the Grantee must create or retain at least ____ Jobs for Employee(s) at the Property for one (1) year after Grant payment by the Town.

2.3 Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Property (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the existing capital improvements at the Property on the Effective Date of this Agreement.

“Employee” means the full-time equivalent (FTE) employment of a person performing a duty for the Grantee at the facility. This term shall not include contract workers who are considered independent contractors for the Grantee.

“Job” means permanent employment of an Employee at the Property for a period of at least one (1) year after Grant payment by the Town. Each Job must require a minimum of either (1) 30 hours of an Employee’s time per week for the entire normal year of the Grantee’s operations, which “normal year” must consist of a least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Trophy Club, and positions with contractors, suppliers, and similar multiplier or “spin-off” jobs shall not qualify as Jobs.

Section 3. Repayment Obligation.

Grantee further agrees to refund or repay to the Town the entire amount of the Grant if Grantee: (I) fails to remain in business at the location described in **Exhibit A** hereto for at least one (1) year after completion of construction; (II) fails to meet the Performance Obligations required by this Agreement; or (III) otherwise fails to comply with the terms and conditions of this Agreement or the Program, which is incorporated by reference into this Agreement as if fully set forth herein.

The Town may withhold Grant funds to enforce this Agreement, and may enforce this Agreement through any available remedy under Texas law, including attaching a lien to the Property, or any other real or personal property owned by Grantee, to secure repayment or reimbursement owed to the Town.

Section 4. Grantee Reporting.

The Grantee shall provide, at the Grantee’s expense, detailed verification reasonably satisfactory to the Town of the Grantee’s progress on the Performance Obligations. Such progress reports will be provided at such times as the Town or EDC may require during the Term of this Agreement.

Section 5. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town or EDC:

Town of Trophy Club
1 Trophy Wood Dr.

If intended for the Grantee:

Trophy Club, Texas 76262
Attn: Brandon Wright, Town Manager
Phone: (682) 237-2901
Email: bwright@trophyclub.org

Attn: _____
Phone: _____
Email: _____

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Dean Roggia
Phone: (817) 332-2580
Email: droggia@toase.com

Section 6. Miscellaneous.

6.1. Grant Limitations. Under no circumstances shall the obligations of the Town or EDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision, and shall be subject to the availability and appropriation of funding in accordance with Texas law; provided, however, the Town and EDC agree during the term of this Agreement to appropriate funds to pay the grant for this Agreement. Further, Town shall not be obligated to pay any lienholder, commercial bank, lender, or similar third-party Person or financial institution for any loan or credit agreement made by the Grantee.

6.2. Governmental Functions and Immunities. The parties hereby acknowledge and agree that the Town and EDC are entering into this Agreement pursuant to their respective governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the Town or EDC. To the extent a Court of competent jurisdiction determines that the Town's governmental immunity from suit or liability is waived in any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Town's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

6.3. INDEMNIFICATION. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE HEREBY WAIVES ALL CLAIMS AGAINST TOWN FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF

ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM GRANTEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GRANTEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT.

6.4. Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the Town's written request, the Grantee agrees to provide the Town, within thirty (30) days of the Grantee's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify Grantee's compliance with this Agreement.

6.5. Mutual Assistance. The parties shall do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

6.6. Representations and Warranties. Grantee represents and warrants to the Town and EDC that it has the requisite authority to enter into this Agreement.

6.7 Section or Other Headings. Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.8 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

6.9. Amendment. This Agreement may only be amended, altered, or revoked by written instrument signed by the parties.

6.10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any party.

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

6.12. Severability. In the event any provision of this Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that

event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.13. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

6.14. No Joint Venture. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted or construed to create a joint venture, partnership, or any other similar relationship between the parties.

6.15. Attorney's Fees. If either party employs an attorney or attorneys to enforce any of the provisions hereof, or to recover damages for the breach of this Agreement, the non-prevailing party in any final judgment or award agrees to pay the other party all reasonable costs, charges and expenses, including reasonable attorneys' fees and costs of court, expended or incurred in connection therewith.

6.16. Undocumented Workers. Grantee covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Grantee is convicted of a violation under 8 U.S.C. Section 1324a (f), Grantee shall repay to the Town the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Grantee receives a notice of violation from the Town.

6.17. Gift to Public Servant. The Town may terminate the Agreement immediately if the Grantee has offered or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.

6.18. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Grantee; and, neither the Town nor its consultants have verified such information.

6.19. Regulations Regarding Building Products, Materials, or Methods. In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Grantee voluntarily consents to the application of all Town rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction,

renovation, maintenance, or other alteration of the building. In addition, Grantee voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

EXECUTED and effective as of the date of the last authorized signature below (the “Effective Date”).

TOWN OF TROPHY CLUB, TEXAS

Brandon Wright, Town Manager, or designee

Date: _____

ATTEST:

Tammy Dixon, Town Secretary

TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Board Secretary

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Exhibit A

The Property

Exhibit B

Approved Plans



Thrive Business Grant Review Matrix

		Average		Town									
Business Name	Project Scope	Evaluation Criteria Points	Percentage of Points	Cost of Project	Grant Dollars Requested	25% Grant Dollars Required by Business	75% of Grant Dollars Reimbursed by Town	Approved	Amended Grant Dollar Amount	Notes	Approved/Not Approved	Moved to Next Year	Follow-up needed? Y/N
Mathnasium #1	Exterior	485	97%	5,705.00	4,279.00	1,426.25	4,278.75	4,278.75			Approved		No
Fish and Knife	Interior	482	96%	25,600.00	20,000.00	6,400.00	19,200.00	19,200.00			Approved		No
Jolley Orthodontics	Equipment	477	95%	24,144.22	18,108.16	6,036.06	18,108.17	18,108.17			Approved		No
Trophy Club Vision Care	Interior	472	94%	90,000.00	35,000.00	70,000.00	20,000.00	20,000.00		Max Grant Dollars \$20,000	Approved		No
Grace Development	Exterior	465	93%	29,368.23	15,000.00	9,368.23	20,000.00	20,000.00	The requested dollar amount differs from the approved grant amount because the matching grant funds were valued higher than initially anticipated. This grant will be for a maximum of \$20,000.	Max Grant Dollars \$20,000	Approved		No
David Ryan Smith	Equipment	455	91%	19,850.00	14,887.50	4,962.50	14,887.50	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
HG SPLY CO	Exterior	455	91%	14,000.00	10,500.00	3,500.00	10,500.00	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
Envision Complete Fitness, LLC	Equipment	453	91%	120,000.00	20,000.00	100,000.00	20,000.00	20,000.00		Max Grant Dollars \$20,000	Approved		No
Alexander Wenner DDS	Equipment	447	89%	20,842.35	20,000.00	5,210.59	15,631.76	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
ACF Property	Exterior	409	82%	11,362.47	11,362.47	2,840.62	8,521.85	-			Not Approved		Yes
Trophy Club Executive Suites	Interior	330	66%	26,843.86	18,598.52	6,843.86	20,000.00	-		We will reach out with any additional questions and retain the application on file for consideration in the next grant cycle.	Not Approved	Moved to Next Year	Yes
Mathnasium #2	Interior	245	49%	3,725.00	2,793.00	931.25	2,793.75	2,793.75		A second quote will be required before the performance agreement can be signed.	Approved		Yes
Total				391,441.13	190,528.65	217,519.35	173,921.78	104,380.67					
Total Budget Remaining								195,619.33					

Thrive Business Grant

Guidelines and Application



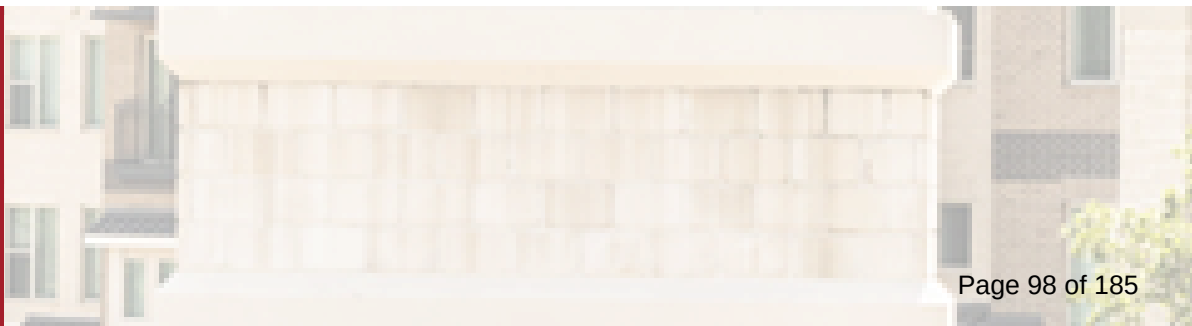


Thrive Business Grant

INTRODUCTION



The Thrive Business Grant (TBG) is an initiative aimed at supporting local businesses within the Town by providing reimbursable matching grants for various improvement projects. The program seeks to enhance the visual appeal and improve overall competitiveness of businesses, ultimately driving economic growth and community prosperity.



BACKGROUND

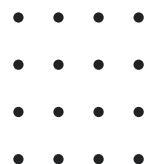


The Trophy Club Economic Development Corporation (EDC) is dedicated to driving economic progress within the Town. Its core mission is to actively foster employment opportunities and enhance the overall well-being of the community by spearheading, developing, facilitating, and financing projects in accordance with the Economic Development Act.

In 2023, the EDC Board earmarked \$300,000 to kickstart the TBG . This program is designed with the aim of fostering enhancements both externally and internally, as well as furnishing essential equipment to facilitate expansion and operational efficiency. The overarching objective is to maintain our Small Town Charm and stimulate customer growth within the Town.

The EDC places significant emphasis on thorough deliberation, ensuring that all grants align with the best interests of the community and that the projected benefits are effectively realized.

Each applicant will be viewed on a case-by-case bases to help businesses achieve success in Trophy Club.

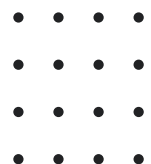


OVERVIEW



The TBG is a dynamic initiative aimed at fortifying local businesses within the town. This program offers reimbursable (75%) matching grants of up to \$20,000 to support facade enhancements, sign improvements, interior renovations, equipment upgrades, and other critical investments. By empowering businesses to make these vital improvements, the EDC aims to bolster the Town's economic vitality, create a more appealing business environment, and foster community prosperity.

The program aims to facilitate well-thought-out improvements that harmoniously incorporate essential storefront elements into a appealing identity, potentially including provisions for establishing an accessible public entrance if necessary. Additionally, it supports interior enhancements aimed at improving the overall customer experience and the enhancement of existing signage or the construction of new signage approved by the Town. While Town staff will offer guidance on acceptable improvements, applicants are responsible for collaborating with licensed architects and contractors to refine the conceptual design according to the scope of work.

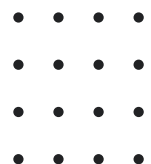


While the Town will review all TBG applications that align with the eligibility criteria, it places particular emphasis on backing projects poised to yield a substantial positive influence on both the Town and its economic landscape.

This includes generating increased business activity, making significant financial investments, facilitating revitalization efforts, and ensuring the retention or expansion of existing employers.

Eligibility Criteria:

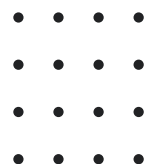
- Eligible applicants must either be property owners or tenants situated within the Town of Trophy Club;
- Tenants must obtain written approval from property owners in order to participate in the program;
- Prior to participating in the program, applicants must ensure they are current with all municipal tax obligations;
- Applicants are required to have no Town liens recorded against any property owned by them, encompassing, but not limited to, liens for weed control, demolition, board-up/open structure, and outstanding payments;





Eligibility Criteria:

- All applicants have to be located within Trophy Club;
- All applicants are required to adhere to both state and local laws and regulations governing licensing, permits, building codes, and zoning requirements;
- Excluded from consideration are government offices, residential properties, home-based enterprises, religious organization, churches, as well as establishments dealing in sexually-oriented or smoking paraphernalia products;
- Applicants must demonstrate financial stability and a clear plan for the project's completion.





Façade Improvements: Grants may be used to enhance the exterior appearance of businesses, including;

- Improvements to an existing exterior structure,
- Improvements to public facing façade(s)
- Signage
- Seating
- General building/property beautification including landscape

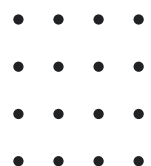
Interior Renovations: Funding can be allocated for interior renovations, such as;

- Remodeling enhancements that improve the customer experience,
- General maintenance such as HVAC, plumbing, electrical, etc.

Equipment Purchases: Grants can cover the cost of purchasing new equipment or upgrading existing machinery to increase operational efficiency and productivity.

Signage: Grants can cover the cost of purchasing signage off site to promote and market the their business.

Applications must be made prior to work beginning. No grants will be awarded for work that has already started, in progress, or completed.



GRANT REQUIREMENTS



Work must begin within six months from the date of the award.

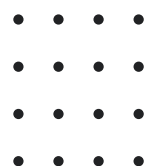
Grant funds are paid out on a reimbursement basis once completed work has been verified by Town staff as compliant with the plans proposed in the approved application.

Any deviation from the approved grant project may result in the total or partial withdrawal of the grant.

Grants are awarded as a single payment to the applicant, excluding sales tax. The Town will not reimburse any sales tax on items purchased.

If an applicant is awarded a grant for any work performed pursuant to this program and the work is altered for any reason within one year from the date of construction, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.

Further, if a property is listed for sale and/or leased to a tenant for a purpose not originally intended by the grant application within one year of reimbursement, the applicant may be required to reimburse the Town of Trophy Club immediately for the full amount of the grant.



Each TBG application will be processed in accordance with the following standards and procedures.

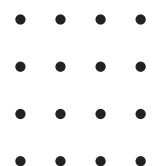
One of the prerequisites is furnishing documentation confirming the absence of any outstanding property tax payments for the property.

Applicants undertaking projects that encompass the refurbishment of one or more existing structures must furnish a comprehensive plan along with quotes and cost projections for the renovations.

Furthermore, if a project is not approved for the intended fiscal year, the application will be retained for consideration for up to one year.

Application Process:

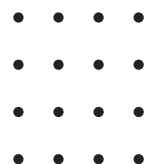
- The TBG will announce specific periods when applications will be accepted from eligible businesses.
- Interested businesses will complete and submit a application form, including property owner written approval (if applicable) project details, comprehensive plan, project cost, two quotes (if applicable), and a timeline for completion.
- The EDC will review applications and may approve applications based on eligibility criteria and alignment with program goals.
- The approved applications will then be reviewed by the Town Manager before being submitted to the Town Council.
- The application review process will take up to 60 days.
- Selected businesses will be notified of their grant award and will receive instructions on reimbursement procedures.
- Approved businesses will sign a performance agreement, and will be instructed on when to begin their proposed projects and may seek reimbursement upon completion.





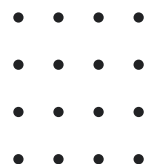
Monitoring & Accountability Process:

- **Progress Reporting:** Grantees will be required to submit regular progress reports, including financial statements, photos, and updates on project milestones.
- **Final Inspection:** Upon project completion, a final inspection will be conducted to ensure that the work meets the program's standards.
- **Reimbursement Process:** Grantees will submit documentation for eligible expenses, and reimbursement will be issued in accordance with the program's guidelines.
- **Performance Requirements:** Grantees will be required to fulfill performance requirements set forth in the performance agreement, failure to meet the specific requirements in the agreement will mean repayment of 100% of grant dollars received.

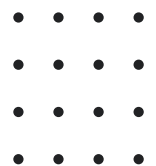
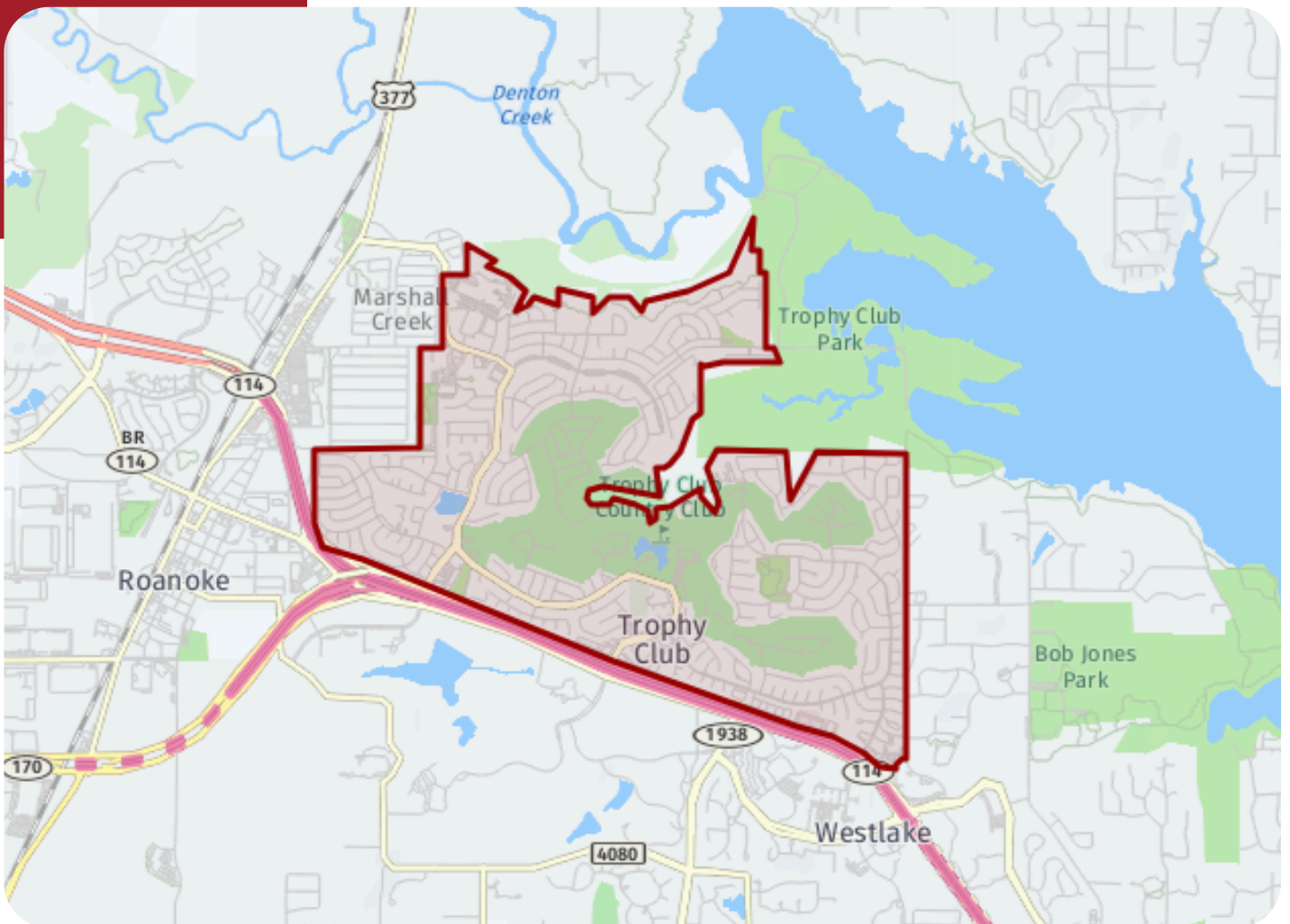


- The Town Council retains sole authority to approve or deny any TBG application and is under no obligation to approve any application.
- The Town retains the authority to reject an application while offering suggestions for improvements that could lead to future acceptance.
- The Town of Trophy Club has the right to terminate any agreement under the TBG if a participant is found to be in violation of any conditions set forth in these guidelines.
- The Town reserves the right to make adjustments regarding conditions and parameters outlined in these guidelines.
- Prioritization is given to established businesses over those operational for a year or less.
- The possibility exists to approve multiple projects for businesses if additional funding remains available.

As part of the consideration for any incentives, the Town will have the right to review and verify the applicant's financial statements and records related to the project and the amount of any incentives that may be payable in any given year; and conduct an on-site inspection of the project in order to verify compliance with the terms and conditions of the TBG.



Town of Trophy Club Boundary Map



APPLICATION

Thrive Business Grant (TBG) Application

Applicant Name

Mailing
Address

Business Name

Business Address

Contact Number

E-mail Address

Building Owner
Name

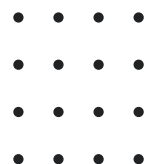
Building
Name

Project Information

Project Site/
Address

Project
Type

Project
Description



Thrive Business Grant (TBG) Application

How will this project benefit the community?

How will this project benefit your business?

Project Cost

Project Expenditures	Expenditure Total	Total Grant Dollars Requested for Expenditure



Thrive Business Grant (TBG)

Application

Total Cost of
Project

Total Grant Dollars
Requesting

*25% of total cost of project is the responsibility of the applicant.

Business Information

Number of
Employees

Number of Years in
Trophy Club

Annual Revenue

Will this project create or retain jobs?

☐

Yes

☐

No

Please ensure that the final project scope of work, along with accompanying pictures, drawings, and any relevant documentation, is attached. This comprehensive package will play a crucial role in conveying a cohesive narrative that will aid the EDC and Town staff in comprehending your vision for the allocation of grant funds.

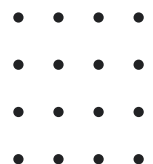
By signing this document, you affirm that you possess the requisite authority to seek funding for the mentioned business, you will abide by the program guidelines, and that the information furnished is true and accurate to the best of your knowledge.

Signature: _____

Printed Name: _____

Title: _____

Date: _____





Thrive Business Grant



Please Return To:

In-Person:
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Via E-mail:
thrive@trophyclub.org





Thrive Business Grant

Town Council Meeting
December 9, 2024



The Thrive Business Grant (TBG) is a program designed to support local businesses in Trophy Club by offering reimbursable matching grants for improvements that enhance both the exterior and interior of businesses, such as facade upgrades, signage, and equipment purchases. The Town's Economic Development Corporation (EDC) allocated \$300,000 in 2023 to stimulate economic growth, encourage revitalization, and improve community prosperity. Grants are available up to \$20,000 (businesses must contribute at least 25%), with funding provided after the completion of work, following a thorough application process and approval. The program prioritizes established businesses and those projects that demonstrate significant impact on the Town's economic landscape.

EDC Approved Applicants



Business Name	Project Scope	25% Grant Dollars Required By Business	75% Grant Dollars Reimbursed By Town	Total Cost Of Project	Type Of Project
Trophy Club Vision Care	Interior	\$70,000	\$20,000	\$90,000	New Intense Pulsed Light (IPL) Technology and Low-Level Light Therapy (LLLT) for Treating Dry Eye Disease
Grace Development	Exterior	\$9,368.23	\$20,000	\$29,368.23	Paint and Repair the Exterior of the Shopping Center
Envision Complete Fitness, LLC	Equipment	\$100,000	\$20,000	\$120,000	New Cryotherapy, Infrared Sauna, and Normatec Compression Therapy Equipment Installation
Fish and Knife	Interior	\$6,400	\$19,200	\$25,600	Interior Renovations and Equipment Purchases: Booths, Tables, Sofas, Ice Maker, Hibachi Grill, and Kitchen Refrigerator
Jolley Orthodontics	Equipment	\$6,036.06	\$18,108.17	\$24,144.22	Additional Dental Chairs for Expanded Office Space
Mathnasium #1	Exterior	\$1,426.25	\$4,278.75	\$5,705	Signage Removal and Installation of New Signage, Monument Roadside Sign Printed and Installed, and Office Furniture Replacement
Mathnasium #2	Interior	\$931.25	\$2,793.75	\$3,725	Remove and Update Interior Lighting for Learning Center, and Revise Window Signage.
Total:			\$104,380.67		

Questions





[social media](#) | [email](#) | [website](#)



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Denton Central Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Denton Central Appraisal District (DCAD) Board of Directors serve either a one- or three-year term, as outlined by SB2 Second Special Session 88th Legislature. The Board is elected by the taxing entities located in Denton County. Each taxing entity is allotted a number of votes, which is based on the Town's percentage of the total tax levy for Denton County. The five nominees who receive the highest number of votes are elected to the Board of Directors. Each taxing entity must cast its vote by written resolution and submit it to the Chief Appraiser by December 13. The entity may cast all its votes for one candidate or may distribute the votes among any number of candidates.

The candidates nominated by the taxing units are:

1. *Rob Altman - City of Frisco, City of The Colony, Denton County, City of Roanoke, Town of Northlake
2. *Henry Benjamin III - Frisco ISD
3. *Alex Buck - City of Highland Village, Denton County, City of Lewisville, City of Southlake
4. Vicki Byrd - City of Denton
- 5.* Bryan Dodson - Frisco ISD
6. Jared Eutsler - City of Corinth
7. Sean Frank - Frisco ISD
8. *Mike Hennefer - City of Carrollton, City of The Colony, Denton County, C-FB ISD
- 9.* Ray Martin - Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake
10. *Ann Pomykal - Denton County, City of Lewisville, City of Southlake
11. Sandeep Sharma - Town of Flower Mound
12. Charles Stafford - Denton ISD, City of Denton, City of Southlake, Pilot Point ISD
13. Osiris Wade - Frisco ISD
14. *Bruce Yeager - Ponder ISD
15. **David Terre Nominated by City of Denton (Does not desire to be re-elected)

** Of the 14 nominated candidates, Denton CAD only received bio forms from these eight.*

Based on the 2024 adjusted tax levy, Trophy Club has (20) votes that can be cast for one nominee or distributed among the nominees. The number of votes specified for each candidate must be stated in the resolution and identified in the motion.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

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

ATTACHMENTS:

1. Resolution DCAD Votes
2. DCAD Letter Dated October 23, 2024
3. Letter Judge Eads Denton County
4. Letter Ray Martin DCAD Board Candidacy
5. DACD Candidate Bio Sheets

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution of the Town of Trophy Club, Texas, by identifying the nominee(s) to receive Trophy Club's votes for the Denton Central Appraisal District Board of Directors.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING TWENTY (20) VOTES FOR A CANDIDATE FOR APPOINTMENT TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, every two (2) years the Denton Central Appraisal District (DCAD) requests that each taxing entity submit names for possible appointment to the Appraisal District Board of Directors; and

WHEREAS, upon receipt of nominees, a listing is compiled and provided to each entity to cast their votes; and

WHEREAS, each taxing entity has a specified number of votes based on tax levies; and

WHEREAS, the Town of Trophy Club, as a taxing entity of the Denton Central Appraisal District, has a total of twenty (20) votes to cast for this year's nominees.

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

Section 1. All of the findings in the preamble are found to be true and correct and the Town Council does hereby incorporate said findings into the body of this Resolution as if copied in their entirety.

Section 2. The Town Council desires to cast twenty (20) votes, as indicated below on the attached official ballot of the Denton Central Appraisal District.

Candidate Name	# of votes

Section 3. The Town Secretary is directed to send a copy of this Resolution to the Denton Central Appraisal District.

Section 4. This Resolution is hereby effective upon passage and approval by the Town Council.

PASSED and APPROVED by the Town Council of the Town of Trophy Club,

Texas on this 9th day of December 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 23, 2024
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Rob Altman	<i>City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake</i>
2. Henry Benjamin III	<i>Frisco ISD</i>
3. Alex Buck	<i>City of Highland Village, Denton County, City of Lewisville, City of Southlake</i>
4. Vicki Byrd	<i>City of Denton</i>
5. Bryan Dodson	<i>Frisco ISD</i>
6. Jared Eutsler	<i>City of Corinth</i>
7. Sean Frank	<i>Frisco ISD</i>
8. Mike Hennefer	<i>City of Carrollton, City of The Colony, Denton County, C-FB ISD</i>
9. Ray Martin	<i>Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake</i>
10. Ann Pomykal	<i>Denton County, City of Lewisville, City of Southlake</i>
11. Sandeep Sharma	<i>Town of Flower Mound</i>
12. Charles Stafford	<i>Denton ISD, City of Denton, City of Southlake, Pilot Point ISD</i>
13. Osiris Wade	<i>Frisco ISD</i>
14. Bruce Yeager	<i>Ponder ISD</i>
15. **David Terre	<i>Nominated by City of Denton</i> <u>Does not desire to be re-elected</u>

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT				
2024 DISTRIBUTION OF VOTES				
			%OF TOTAL	NUMBER
JURISDICTIONS		2023 LEVY	LEVIES	OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,409.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		\$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	\$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,459,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		\$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		\$2,858,773,593.48	100.00%	5000

From: [County Judge Andy Eads](#)
To: [County Judge Andy Eads](#)
Subject: Election for DCAD Board of Directors
Date: Thursday, November 7, 2024 4:53:02 PM
Attachments: [Denton County DCAD Allocation of Votes 11-5-2024.pdf](#)
[2025 Ballot Delivery for BOD all except large units.pdf](#)
[2024 Votes - DIST OF VOTES.pdf](#)

Dear leaders in Denton County:

I am writing to bring your attention to recent action taken this week by the Denton County Commissioners Court concerning the election for the Denton Central Appraisal District (DCAD) Board of Directors and to encourage you, as a taxing entity of the DCAD, to participate in the process of selecting the Board.

On Tuesday, November 5th, the Denton County Commissioners Court allocated its votes for the Denton Central Appraisal District Board of Directors to Alex Buck (200), Ann Pomykal (200), Rob Altman (91), and Mike Hennefer (91). Attached is the court resolution.

As you know, according to the Texas Tax Code, five directors of the appraisal district board of directors are appointed by the taxing units that participate in the district. For most taxing entities, a written resolution casting votes must be passed by your governing body and sent to the Chief Appraiser by December 13.

In an effort to be of assistance, I have also attached the ballot sent by Don Spencer, Chief Appraiser for the DCAD, on October 23rd, and the number of votes for each taxing entity.

Denton County taxpayers pay significant amounts of money to fund the appraisal district each year. Over the past two years, we have made great improvements at DCAD and appreciate the efforts of the board of directors, DCAD leadership and staff.

We look forward to your participation in this important process and ensuring the Denton Central Appraisal District remains efficient and effective.

Sincerely,

Andy Eads
Denton County Judge

DENTON COUNTY COMMISSIONERS COURT

11/05/2024

Month Day Year

24.01007

Court Order Number

15. B.

THE ORDER:

Approval of the Commissioners Court casting its allotment of 582 votes in favor of Alex Buck, 200 votes; Ann Pomykal, 200 votes; Mike Hennefer, 91 votes; and Rob Altman, 91 votes, for the Denton Central Appraisal District Board of Directors, and any appropriate action. County Judge

Motion by Edmondson

Seconded by Falconer

County Judge
Andy Eads

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 1
Ryan Williams

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 2
Kevin Falconer

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 3
Bobbie J. Mitchell

Yes ☒
Abstain ☐
No ☐
Absent ☐

Commissioner Pct No 4
Dianne Edmondson

Yes ☒
Abstain ☐
No ☐
Absent ☐

Motion Carried 5.0.0

Other Action: Pulled from Consent ☐ No Action ☐ Postponed ☐

BY ORDER OF THE COMMISSIONERS COURT:

ATTEST:

Andy Eads
Presiding Officer

APPROVED AS TO FORM:

John Eddat
Assistant District Attorney

Juli Luke, County Clerk
and Ex-Officio Clerk of the
Commissioners Court of
Denton County, Texas

Chanh
BY: Deputy County Clerk



RESOLUTION

A resolution by the Denton County Commissioners Court exercising their right to cast votes for candidates in the election of the Denton Central Appraisal District Board of Directors

WHEREAS, Denton County is a member of the Denton Central Appraisal District and is entitled to cast 582 votes in the election of the Board of Directors in accordance with 6.03 of the Texas Property Tax Code; and,

WHEREAS, the governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its votes by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers the ballot to the presiding office of the governing body;

NOW THEREFORE BE IT RESOLVED, the Denton County Commissioners Court does hereby cast its allotment of 582 votes in favor of:

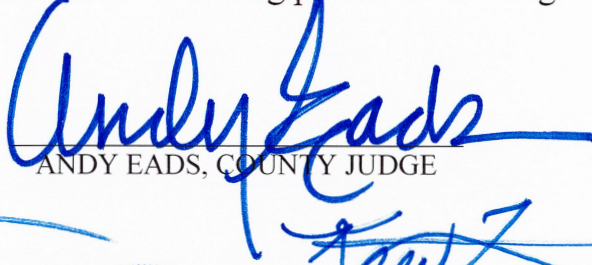
Alex Buck, 200 votes

Ann Pomykal, 200 votes

Mike Hennefer, 91 votes

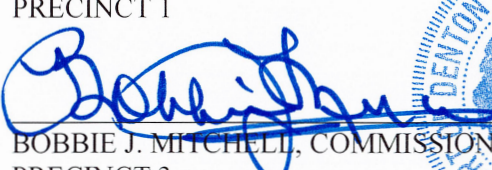
Rob Altman, 91 votes

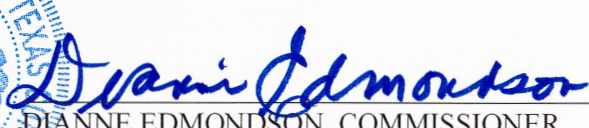
DONE IN OPEN COURT, this the 5th day of November 2024, upon a motion made by Commissioner Dianne Edmondson and seconded by Commissioner Kevin Falconer, and all members of the court being present and voting.


ANDY EADS, COUNTY JUDGE


RYAN WILLIAMS, COMMISSIONER
PRECINCT 1


KEVIN W. FALCONER, COMMISSIONER
PRECINCT 2


BOBBIE J. MITCHELL, COMMISSIONER
PRECINCT 3


DIANNE EDMONDSON, COMMISSIONER
PRECINCT 4

ATTEST:

JULI LUKE, County Clerk and Ex-Officio Clerk of the Commissioners Court
Of Denton County, Texas

By: 

From: Ray Martin <ray@dfwreadvisors.com>
Sent: Thursday, September 26, 2024 5:10 PM
To: Jeannette Tiffany <jtiffany@trophyclub.org>
Subject: DCAD Board of Directors Candidacy - Ray Martin

Mayor Tiffany,

I am writing to formally express my interest in serving as a Director on the Denton County Central Appraisal District Board of Directors (DCAD Board) and to ask for your vote in support of my candidacy. Please find attached my CV for your review and consideration.

I have been very blessed personally and professionally and have a life goal of servant leadership, giving back and passing forward to help others better navigate life's challenges, especially our youth-tomorrow's leaders. This life commitment, along with my diverse experience in real estate, information technology, and community and public service, would enable me to make meaningful contributions through the DCAD Board and DCAD to you and your constituents.

I am prepared to, and excited to, take on the challenges and opportunities associated with the DCAD Board and the DCAD. As a new DCAD Board Member I would engage with you and the other DCAD entity leadership to gain an in-depth understanding of the challenges facing our ISD leadership, our cities'/towns' leadership, and the DCAD. From there I would be your advocate ensuring that the DCAD successfully meets its obligations and stays true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency.

I am excited about the opportunity to serve you, and the other entities associated with the DCAD. I believe my passion for, and commitment to, servant leadership along with my life experience and professional experience, position me to help the DCAD help you meet your current and future challenges. I would be honored to work closely with you, the DCAD Board, and the DCAD leadership to address the change, challenges, and opportunities that will present themselves over the next four years, and beyond.

Mayor Gilmore recommended me and suggested that I reach out to you via email today. I am available for a call and/or face-to-face meeting and look forward to speaking with you and to earning your vote in support of my candidacy, and the opportunity to serve on the DCAD Board. If elected, I will do all that I can through my role to contribute to your success, helping you achieve your goals, and being a positive force in our North Texas communities.

Sincerely,

Ray Martin
469-387-7528

Ray Martin

2621 Sir Alexander Lane

Lewisville, TX 75056

raymartin.texas@yahoo.com

(469) 387-7528

Objective

Experienced real estate and information technology professional and dedicated community servant seeking a position on the Denton County Central Appraisal District (DCAD) Board of Directors through which to be an advocate for the DCAD entities ensuring that the DCAD meets its current and future mission and obligations to its associated entities while staying true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency.

Residential & Commercial Real Estate Experience

With over 10 years of experience as a Real Estate Advisor | REALTOR® in North Texas, I help clients achieve their real estate goals by representing them through complex residential real estate transactions, especially those involving divorce, loss of loved ones, downsizing, major renovations, and first-time home purchases. For three years I also provided commercial real estate services for locally headquartered corporate clients. This experience gives me an appreciation for, and understanding of, the complexities of the residential and commercial real estate markets in North Texas and the challenges and opportunities they represent to, ISD and city leadership, and our citizens.

Information Technology Experience

Before choosing real estate as a career, I had a 35-year successful track record in Information Technology in individual contributor through senior management roles around process management, software asset management, and change management. These career and life experiences allowed me to develop a strong analytical mindset, and problem-solving and process improvement skillsets which would be invaluable to me as a DCAD Board Member.

Community & Public Service Experience

For the last two years I have served on the Killian Middle School PTA Board and managed the Killian Middle School PTA website.

As President and Director of the Castle Hills Water District 1D Board of Directors for six years in a volunteer capacity, I worked closely with local leaders and the community to help maintain the high quality of district services, to ensure the proper checks and balances between the government and citizens, and to focus on quality of life for and safety of our citizens, while at the same time ensuring that district costs were controlled, and that the Castle Hills community cost of living and taxes were reasonable and in-line

with neighboring communities. A major part of this role was helping guide residents through the annexation into the City of Lewisville.

In parallel, I served on the Castle Hills Annexation Advisory Committee, advising the residents on annexation related activities and plans, and advising the city on resident concerns during the annexation process.

I served on the LISD Advisory Board for two years, where I contributed my time and talents to help shape the district's educational goals and instructional programs.

I served as President and Director of the voluntary 500-home Chase Oaks Homeowners Association in Plano for five years.

Youth Enrichment Experience

As Commissioner and Director of the Texas High School Lacrosse League for ten years, I led a statewide organization of 169 non-UIL high school lacrosse teams with over 4,500 student-athletes, managing growth, eligibility, competition, and sportsmanship.

I served on the Dallas Rattlers Professional Lacrosse Team's Youth Advisory Board for two years encouraging the expansion of youth sports in North Texas.

North Texas Life Experience

As a 23-year resident and taxpayer in North Texas (Collin and Denton Counties), and as managing conservator for my 12-year-old granddaughter who attends LISD schools, I have gained an appreciation for the opportunities afforded by public schools in North Texas and the challenges facing ISD administration, faculty, and students and their families, and our cities and their leadership, in our ever evolving, dynamic North Texas communities.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Rob Altman II

Name

3472 Delford Drive Frisco, Texas 75033

Address/City/Zip

979-574-3390

Cell Phone

robaltman2@gmail.com

E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I believe in service to others and to the community. My family moved to North Texas because of the opportunities available to my family. These opportunities as we saw them were great communities to live in, work in, and play in.

These opportunities also included education and the ability for my children to receive a strong academic foundation with our respective school district before pursuing higher education.

I have always been intellectually curious and enjoy advocating for organizations and people. I also enjoy solving problems and enjoy working to find solutions, and yet I understand the economic principle of tradeoffs.

The statutory requirements for central appraisal district board members should be executed with a pragmatic approach. I will look for ways to educate the public on process and build relationships; I will use the same skills I used as a diplomatic advisor overseas to ensure positive impact.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have attached my resume and a cover letter that will highlight my experiences in the finance, business development, and military sectors.

Each of these experiences includes the management of large budgets, resource allocation, compliance, controls, and risk mitigation. These also include my constant focus on the unintended consequences of decision making and subsequent impacts.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Rob Altman II
(979) 574-3390
[https://www.linkedin.com/in/robaltman2/
robaltman2@gmail.com](https://www.linkedin.com/in/robaltman2/robaltman2@gmail.com)

October 21, 2024

Denton Central Appraisal District Entities

Dear Neighbor,

Joining the military at 19, I have always had a passion for service, team building, and positive impact. After over 25 years of military service, I moved my family to Frisco, Texas, where I built a network of community volunteers and fellow veterans to support Scouting, Veteran efforts, and the larger North Texas community. I strive to exemplify the model of public service as a noble calling. As such, I'm asking that you vote for me to represent you on the Denton Central Appraisal Board.

I am confident that my leadership and experience in both the military and in industry will have a positive and lasting impact, as a representative, for your organization. I have managed multi-million-dollar budgets and have experience with both compliance and risk mitigation. I thrive on relationship building, listening, process improvement, deep analysis, emotional intelligence, and asking the right questions.

I will approach the duties and responsibilities of a board member, as outlined in Texas Law and the tax code, with deliberate problem-solving process and stakeholder collaboration. I will look for ways to seek both process improvement, on the board, and advocate for risk mitigation as applied to your organization.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rob Altman II', with a stylized circular flourish at the end.

Rob Altman II
Frisco, Texas

ROB ALTMAN II

PROFESSIONAL SUMMARY

Results and values driven—positive leader—focused on building organizational successes and care of people. Demonstrated record of success in building high performing teams and profitable operations.

Top Secret/SCI Clearance adjudicated January 2018

WORK HISTORY

Vice President, Lead Business Execution Consultant 09/2023 - Current **Wells Fargo, Plano, Texas**

- Strategic Execution Lead—selected to uplift operations support for the Merchant Services Onboarding Operations team
- Developed and implemented the Merchant Services Onboarding Operations controls front line monitoring program for multiple lines of business that include (Bank Secrecy Act and Anti-Money Laundering, Pricing, Contract Management, Regulatory Support, and Implementations) and consist of 52 separate controls.
- Currently designing the reporting and analytics program, executing operational systems, and organizational moves, and driving positive change for Wells Fargo Merchant Services Onboarding Operations
- Current technical software and data tools used includes both proprietary and Fiserv applications

Executive Business Manager, 09/2022 - Current **J.P. Morgan & Chase Co., Plano, Texas**

- Military Pathways Associate (1/10 selected in 2022), and Executive Business Manager, for the Technical Implementations Leadership Team
- Developed the 2023 organization strategy, reporting and analysis, operational systems, and training efforts as a change management initiative for the Technical Implementations team within Merchant Services and the Corporate Investment Bank—these efforts included the reduction of aging cases by 80% in 120 days, increasing time to revenue for both large and small business clients.
- Technical software and data tools used for customer relationships and reporting included Salesforce and Tableau

Federal and Defense Program Manager, 05/2018 - 05/2021 **URETEK USA, Inc, Frisco, Texas**

- Business Development and Strategic Relationships
- Customer facing; identify business needs and requirements, managed Capture and Pipeline Development within and outside of the federal acquisition process
- Provided training to federal and defense clients for transportation and infrastructure readiness solutions
- Familiarity with Federal Acquisition Regulations and Defense Federal Acquisition Regulations



Frisco, Texas 75033



(979) 574-3390



robaltman2@gmail.com

SKILLS

- Leadership and People Development
- Senior Leadership
- Strategic Planning
- Finance and Operations Support
- Program and Project Management
- Analytical and Critical Thinker
- Community Outreach

PROFESSIONAL DEVELOPMENT

- Business Analytics Program, Cornell University—May 2023
- Project Management Professional Program, University of Texas—March 2023
- Lean Six Sigma Black Belt Course, Simplilearn—March 2023
- U.S. Chamber of Commerce, Hiring our Heroes Corporate Fellow, Amazon Operations Manager—May 2018

COMMUNITY OUTREACH

- Member, Frisco Veterans Advisory Committee—2018 to Present
- Project Lead Purple Heart Monument Project—August 2024 to Present (\$30,500 raised of \$50,000 goal)
- Project Lead, Frisco Parks and Recreation, Veterans Memorial Renovation—2021 (Over \$150,000 in both cash and in-kind donations raised)
- North Texas Partner, fundraising for the Museum of the U.S. Army—2018 (Over \$115,000 raised)

- Briefed Chief of the U.S. Army Corps of Engineers and Commander and the U.S. Air Force Procurement Commander on URETEK capabilities; provided URETEK process specifications to U.S. Air Force Civil Engineering Command for inclusion in the Unified Facilities Criteria for Asphalt and Pavement repair and inclusion for multiple design solicitations
- Built URETEK's Federal and Defense team from the ground level-increasing URETEKs overall revenue with a new line of business (3.6%- from \$0 to \$1.8 million dollars in the first 18 months)
- Technical software and data tools used for reporting included Salesforce and proprietary applications

Chief of Staff/ Executive Officer, 01/2016 - 06/2018

U.S. Army, Fort Cavazos, Texas

- Senior leader of a combat armored force consisting of 10 direct reports and over 650 soldiers and the principal advisor to unit commander
- Responsible for personnel, logistics, communication, operations, intelligence, and vehicle fleet maintenance programs and staff functions (lines of business)
- Responsible for training and professional development of 30 battalion Officers
- Handpicked by 1st Cavalry Division Commanding General to redirect the organization as positive change agent/ coach and redirected the organizations' focus to mission prioritization, organizational pride, and personal development
- Led organizations' core logistics program (battalion maintenance program), with a vehicle and equipment portfolio valued over \$328.7 million dollars to a 96% success rate (operational rate), an improvement of 34% within the first 90 days.
- Provided oversight, management, and execution of, to include day-to-day collaboration with Industry Program Managers for the M1A2 Abrams and M2A3 Bradley upgrades for 42 vehicles. Project cost: \$266.8 million dollars
- Managed the annual training and maintenance budget, an excess of 20 million dollars, and ensured the successful travel (deployment and return) of 3 (100 person plus) training deployments
- Organized and lead the resourcing, coordination, and execution of the 1st Cavalry Divisions' 2018 strategic planning conference; synchronized the training efforts, and regional travel, for 6 organizations, their operational planners, approximately 18,000 personnel, and 23 supporting and external agencies for 2018 through 2020

Senior Consultant and Diplomatic Advisor, 01/2015 - 12/2015

U.S. Army OPM SANG, Hofuf, Saudi Arabia

- Lead Diplomatic Advisor for King Abdullah Brigade
- Supervised 4 U.S. Diplomatic advisors and 6 contracted interpreters in support of Saudi Arabian National Guard modernization objectives
- Advisor to 3 General officers of the Saudi Arabian Ministry of the National Guard, and their deputies, in operations, intelligence, training/coaching, logistics, and the fielding and tactical employment
- Developed the King Abdullah Brigade 3-year training plan, procurement, and contracting plan
- Acted as liaison for U.S. Personnel assigned to the region and supported the Consul General's (U.S. State Department) efforts on regional economic development

- Host Committee for U.S. Army Scholarship fund—2018 to Present (\$7500.00 raised)
- National Security Advisory Committee, America's Future Series—2019 to Present
- Albers Aviation Veterans Conference Volunteer—2022 to Present
- Scout Master, Troop 45, Little Elm, TX—2023 to Present
- Assistant Scout Master, Troop 45, Little Elm, TX—2019 to 2023
- Life Member Frisco, Texas Veteran of Foreign Wars Post 8273—2018 to Present (Scouting Scholarship Chair)
- Life Member Frisco, Texas American Legion Peter J. Courcy Post 178—2018 to Present (Former Jr. Vice Commander)

LANGUAGES

- GERMAN
 - Professional Working

- Provided oversight, coordination, procurement, contracting, and security analysis for Nada Farms Compound Phase II expansion project that included 22 permanent and guest villas under contract between NADA Farms and OPM-SANG with an annual budget of 1.7 million U.S. Dollars

Principal Trainer/ Coach, 01/2009 - 01/2011

U.S. Army, Fort Moore, GA

- Company Commander for Infantry training company consisting of 13 direct reports and 240 employees with production goals of 720-960 trainees annually
- Handpicked by Brigade Commander to lead Reservist training unit to coach, instill, and inspire, a positive environment
- Recognition from U.S. Army senior leaders, for training solutions to meet current realistic combat scenarios

EDUCATION

PhD, Student, History, Current

University of North Texas - Denton, TX

- Completing required coursework; research currently focused on U.S. Army Interwar Planning and Mobilization.

MMAS, History, 12/2014

U.S. Army Command and General Staff College - Leavenworth, KS

- Selected for The Art of War Scholars program: Master's Thesis on U.S. Army Interwar Planning and the 1939 Protective Mobilization Plans.

MA, International Affairs, 12/2013

Texas A&M University - College Station, TX

(George H.W. Bush School of Government and Public Service)

- Capstone presented to Director of National Intelligence Liaison to NATO
- Ansary Fellow 2011-2013
- Inaugural Chief Student Ambassador

Graduate Certificate in National Security Studies, 05/2013

U.S. Army War College - Carlisle, Pennsylvania

Graduate Certificate Program in Advanced Security Studies, 06/2011

George C. Marshall Center – Garmisch-Partenkirchen, Germany

BA, History, 05/2004

Texas A&M University - College Station, Texas

- Member of Phi Alpha Theta Honor Society
- Glasscock Undergraduate Research Award

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Henry Joseph Benjamin, III
Name

904 Oglethorpe Ln Savannah TX 76227
Address/City/Zip

404 429-1825
Cell Phone

Henry Benjamin3@gmail.com
E-mail

1. Are you a resident of Denton County? Yes/No
a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
a. If yes, which taxing unit? _____
b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I am interested in serving on the Denton Central Appraisal District Board of Directors to help ensure fair and accurate property appraisals that support the community's need. I believe in maintaining transparency, accountability, and responsiveness in property valuation processes, and I aim to contribute my skills in decision-making and collaboration to help promote an efficient, equitable system for all Property owners in Denton.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

In addition to my commitment to fairness and transparency, I bring a strong background in Mathematics + ^{Infrastructure} Engineering, which has equipped me with valuable insights into property valuation and local governance. I am familiar with the needs and concerns of property owners in Denton County and am committed to balancing these interests with the responsibility to fund essential public services. My skills in data analysis + problem management will be instrumental in supporting informed and balanced decisions for the community. I am dedicated to open communication and welcome feedback from stakeholders to improve the appraisal district's processes.

Return to: Misty Baptiste - Denton Central Appraisal District

3911 Morse St.

Denton, TX 76208

misty.baptiste@dentoncad.com

Henry Joseph Benjamin, III

www.linkedin.com/in/HenryBenjamin3 | Savannah, TX 76227 • 404.429.1825 (mobile) | HenryBenjamin3@gmail.com

Sr Systems Engineer

Objective

Dedicated and highly adaptable Systems Engineer with over 20 years of experience in designing, implementing, and maintaining complex IT infrastructures. Seeking to contribute my expertise to an organization's IT department and leverage my extensive project experience to drive success.

CERTIFICATIONS

Microsoft Certified Solutions Associate (MCSA: Server 2019)

ITIL-Foundations 2012

Microsoft Certified IT Professional (MCITP) – (*Server Administrator certification for Windows Server 2008*)

EDUCATION

Bachelor of Science in Mathematics w/Concentration in Engineering | *Morris Brown College - Atlanta, GA*

Network System Admin Professional Program 2019 | *New Horizons Computer Learning Center, Dallas, TX*

EXPERIENCE

Bank of America

August 2022 -

Present

Sr. Systems Engineer IV/Project Lead (Contractor)

- Team lead for Windows 11 deployment targeting over 400,000 devices worldwide across all lines of business.
- Managed software updates, upgrades, and patching using SMTTools, Jira, Tanium, Big Fix, and SCCM.
- Served as a technology subject matter expert and communicated complex solutions to diverse audiences.
- Project lead for Citrix updates, upgrades and all Microsoft patching.
- Viewed as a technology subject matter expert; able to provide and communicate complex technology solutions across differing audiences including technical, managerial, business executives and/or vendors.

TATA Consultancy Services (TCS)

December 2020 – August

2022

Sr. Systems Engineer (contractor)

- Led Identity and Access Management projects, coordinating with application owners and testing privileged/service credentials.
- Conducted privilege account and entitlement reviews for AD/Azure privilege accounts.
- Migrated privilege accounts into PIM and Thycotic for enhanced security.

Global Payments, INC. Plano, TX

May 2019-December

2020

Sr. Windows Infrastructure Engineer

- Managed MDT Image Servers and deployment points, DFS, WSUS, DHCP, and more.
- Administered Active Directory Group Policies for multiple domains.
- Implemented enterprise-level password vault for privileged accounts (Thycotic Server).

Teladoc Health Louisville, TX

October 2018 – May

2019

Sr. Infrastructure Engineer

- Managed VMware/vSphere, Active Directory, and Windows patching.
- Oversaw Commvault backups and network monitoring with PRTG.
- Supported infrastructure upgrades and projects.

Hudson Bay Company Jackson, MS
2019

March 2018 – February

Sr. Windows Systems Engineer (Remote Contractor)

- Collapsed Active Directory domains, decommissioned legacy servers, and supported IIS applications.
- Conducted SCCM patch deployments and cleanup of administrative access.

AmerisourceBergen Frisco, TX

Infrastructure Engineer II (Contractor – Migration Project completed)
2018

January 2018 – June

- Assisted in migrating 25,000 mailboxes to Office 365.
- Managed Exchange environments and provided level 3 support.
- Mentored junior engineers on email-related issues.

Alvarez and Marsal, LLC Dallas, TX
2017

March 2017 – Sept

Sr. Systems Engineer (Remote-Contractor)

- Upgraded VMware infrastructure, reconfigured alerts, and improved EMC call-home features.
- Supported development teams and maintained high availability environments.
- Cleanup of Active Directory Groups and File Server permissions and Group Policy Objects (GPO's).
- Manage day to day Server tasks and upgrades using SCCM, Horizon View, Comvault, and other apps.

BNSF Railway, Fort Worth, TX
2017

August 2016 - March

ITIL-Problem Manager (contractor- project completion)

- Managed the Problem Management process and facilitated service level assessments.
- Analyzed root causes, identified known errors, and coordinated resolutions.
- Manage the relationship and execution of the outsourced service desk and participate in the extended Governance and service level assessment processes for service level agreements.

TSYS Columbus, GA
2016

November 2015 - July

Senior Middleware Systems Administrator (Relocated to Texas)

- Managed complex server environments and troubleshooted Level 3 issues.
- Ensured secure communications and performed configuration management.

Internal Revenue Service Chamblee, GA
2015

June 2015 – October

Systems Engineer (Upgrade Project)

- Contractor assigned to assist IRS Systems Engineers with nationwide hardware upgrades and deployments of Peripheral Gateway Servers and iLO configurations.
- Removed all Windows 2008 (and prior) servers from environment and promoted Active Directory Domain and Forest function level to Windows Server 2012 R2. Installed/Configured Windows Server 2012 R2 for 60 IRS Server locations throughout the United States.
- Managed/Supported Cisco Unified Intelligent Contact application implementations, changes and reports.

Leapfrog Atlanta, GA
2015

May 2015 - June

Exchange Migration Specialist (Project)

- Architect and implemented Office 365 migration projects.
- Configured High Availability failover clusters for ADFS.

Children's Hospital of Atlanta Atlanta, GA
2015

March 2015 – May

Senior Active Directory Support Engineer (Contractor)

- Managed Active Directory, Exchange 2010, and SCCM in a Citrix environment.

LARSON-JUHL Norcross, GA
2015

August 2014 - January

Network Engineer/Systems Administrator (project)

- Re-architected Windows Active Directory Topology thereby eliminating replication errors and improving replication process, implementing alert system that sends weekly report to Engineering Group.
- Managed VMWare Hypervisor (5.x & 6), V-Center servers, EMC VNX Storage Arrays, CISCO UCS and HP 7000 Blades Chassis.
- Managed Active Directory User Groups, WSUS, Nagios and Exchange 2013.
- Create monthly reports, and recommendations for Managed Services Clients.

HAYER FILLING SYSTEMS, Inc. Conyers, GA
2014

September 2013 - July

Sr Infrastructure Engineer/Systems Engineer/Systems Administrator

- Implemented Unitrends Backup and Recovery system and Trend Micro Anti-Virus Solution.
- Performed Active Directory cleanup and domain renaming.
- Installed Dell EqualLogic SAN and NAS Storage devices to increase space and maintain stability.
- Reconfigured Active Directory and established Group Policies to manage all network Systems.
- Installed Windows Server Clusters with load balancing using multiple ESXi5.5 hosts, VMware and Hyper-V, configuring hardware, NICs, peripherals, services, settings, directories, storage, etc.
- Performed daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups and windows updates using WSUS.
- Installed/managed Unitrends, Trend Micro Anti-Virus Solution, Windows IIS configuration, VMware ESX 5.1, WSUS Server, Cisco ASA, Office 365, Adobe, Rockwell, AutoCAD, Solid Edge, Step 7, SAP B1, and Camos. Managed licensing for all software.
- Managed all IT inventory, purchasing and retirement of devices as well as the relationship with IT vendors.

TerraGo Tech/REACH360 Marietta, GA
2013

July 2013 - September

IT Administrator (project)

- Local Contractor during transition, tasked with assisting company in relocation project from Atlanta to DC area.
- Effectively provisioned, installed/configured, and maintained company's IT inventory.
- Managed SharePoint, VMware/VSphere ESX/ESXi 5.1, Veeam Backup and Replication.
- Managed Hosted Microsoft Exchange, Nagios (UNIX) Server, WUG Server, and WSUS Server.
- Managed Network including firewall, switches, NAS, VPN etc.

IPSWITCH, INC. Alpharetta, GA
2013

January 2013 - July

Technical Support Engineer

- Installation Support Engineer for What's Up Gold in Multi-platform Server environments.
- Configured new implementations & developed processes/procedures and documentation for internal server environment.
- Identified, diagnosed, and resolved document defects & feature requests; proposed steps to reproduced relevant logs & snapshots.

EMORY UNIVERSITY Atlanta, GA
2013

June 2011 - January

Operating Systems Engineer/Administrator, Sr

- Restructured Active Directory policies, users, permissions, folders and OU structure.
- Provided day-to-day Server level Systems Administration and Desktop Support for the Infrastructure and applications used by Emory University Library Students, Faculty and Staff.
- Upgraded Domain Controllers and repurposed servers as needed. Installed Nagios Server Alert Software on all servers and UPS devices to provide real time alerts, enabling me to fix incidents before users noticed.
- Managed Microsoft SCCM deployments; oversaw deployments of large and complex applications targeted for mass audience.

ZOG, INC. Philadelphia, PA (Contract)
2010

December 2009 - August

Night-shift NOC Specialist/Server Administrator

- Administered Level 2&3 Helpdesk support for multiple companies equipped with Windows, Linux, Oracle and Citrix based environments; maintained permissions, roles and troubleshooting.

- Monitored server backups using multiple tools and programs such as, Vembu Storgrid and Backup Exec and resolved issues.

UNIVERSITY OF PENNSYLVANIA Philadelphia, PA
2011

June 2004 - May

Senior IT Support Specialist/Systems Administrator

- Primary support provider for faculty, staff and graduate students in the Mathematics and Physics Departments.
- Evaluated, implemented, tested, customized, and maintained new release of all hardware/software products and lifecycle.
- Designed software configurations, imaging process, inventory and policy for Windows and Linux desktops.
- Managed systems using Active Directory and assigning group policies.

Skills

Operating Systems: Windows Server, Linux
Virtualization: VMware, Hyper-V
Cloud Services: Office 365, Azure, AWS, Citrix
Networking: Cisco, Palo Alto, VPNs
Scripting: PowerShell
Monitoring: Nagios, PRTG, WhatsUpGold
Active Directory: Group Policy, PIM
Backup Solutions: Commvault, Veeam, Unitrends
Project Management, Remedy

Additional skills and information available upon request.

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Alex Buck

Name _____

Highland Village, TX 75077

Address/City/Zip _____

214-908-5940 *alexmaryb@me.com*

Cell Phone _____ E-mail _____

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No ☒ No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated?

Yes/No ☒ No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

After serving 2 terms on the Denton CAD Board of Directors, I have seen the staff perform exceptionally well with an understaffed workforce & a changing market place regarding values. The challenges in front of DCAD moving forward include: ① Continuing to increase staff at a manageable rate, ② Exploring every avenue to keep the staff's productivity maximized ③ Training the new & existing personnel ④ Exploring facilities to house expanding staff while maximizing an customer service ⑤ Being a responsible steward of our member institutions contributions.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

*As a 45 year resident of Denton County dedicated to service I am humbled to even be considered for this post. My goal is to continue to be responsive to all of our member entities needs & concerns. I have observed many of your meetings both online & in person to familiarize myself with your varied interests & points of view. I plan to continue that practice if selected for a second term.
(See attached resume)*

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

ALEXANDER LARKIN BUCK

PROFESSIONAL EXPERIENCE:

Quivira Enterprises, LLC. 1993 to present.

Responsible for building, marketing and acquisition of 300,000 square feet of commercial space in Lewisville and Flower Mound targeting startup businesses. Owner & CEO.

Lomas & Nettleton: 1983-1991

Responsible for acquisition, analysis, financing, zoning, sales, and infrastructure development of approximately 8,000 acres of real estate located in 5 states. Locally these included subdivisions in Corinth, Lewisville and Coppell.

EDUCATION

Southern Methodist University, 1983. Bachelors in Business, Concentration in Finance

PERSONAL

DCAD Board of Directors, 2021-2024

Medical Center of Lewisville Board of Trustees, Chairman- 2011-2017

Rotary Club:1993 to present.

Board Member 17 years. President -2012

Lewisville Education Foundation: 1995 to present

Past President and Life time Board Member

Scholarship Reader and School Chairman 1999-present

Marcus High School Liaison, 1998-2015

Endowed Buck Family Scholarship

Endowed Eiler & Adlaine Buck Scholarship

Endowed Evelyn Buck Elementary Teacher of the Year Award

Endowed Rowena McReynolds Teacher Grant

Texas Parent Teacher Student Association (PTSA) Life Member

Lewisville Independent School District

Bond Election PAC Treasurer 2005, 2008, 2017, 2023 and 2024

Bond Oversight Committee 2011 to 2013

School Finance Advisory Member 2018-2019

Golden Apple Award, 2008.

Champion for Kids Award, 2013

Donated and built 3 playground shelters for elementary and middle schools

Marcus Volleyball Booster Club President

InCubator Ed Mentor 2018-2020

Marcus Mentorship Program 2006-2008

Lewisville Economic Development Foundation, 2004 to 2008 President -2008

Dallas Home Builders Board Member, 1997 to 2002

Denton Home Builders Board Member, 1994 to 2005
President- 1998.

Member of Highland Village Master Plan Committee, 1998

Boy Scouts of America Silver Eagle Award, 2009

Lewisville Chamber of Commerce Citizen of the Year-2011

Lewisville High School Hall of Fame, 2021

Father of the three most beautiful children in the world

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Bryan Dodson
Name

3554 Norwich Ln, Frisco, 75033
Address/City/Zip

817-312-7598
Cell Phone

bryandodson@yahoo.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

AS A FORMER TRUSTEE FOR FRISCO ISD, I WAS APPROACHED ABOUT POSSIBILITY OF SERVING IN THIS ROLE, IF ELECTED. I AM HERE AND WILLING TO SERVE MY COMMUNITY IN THIS ROLE IN AN HONORABLE WAY, AS I HAVE IN THE PAST SERVING AS AN ELECTED OFFICIAL, AS WELL AS, VARIOUS BOARDS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

SERVED ON: FRISCO ISD SCHOOL BOARD

CITY OF FRISCO CDC MEMBER

CITY OF FRISCO PLANNING & ZONING

CITY OF FRISCO BOARD OF ADJUSTMENTS

FRISCO EDUCATION FOUNDATION

MEMBER FRISCO FIRST BAPTIST

YOUTH SOCCER COACH

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

RECEIVED

OCT 21 2024

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Mike Hennefer
Name

4265 Harvest Hill Road, Carrollton, TX 75010
Address/City/Zip

(214) 802-1382
Cell Phone

mike@mikehennefer.com
E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I want to serve because I think I would be a good board member. Why? I have good experience.

I have owned a commercial property management firm since 1991. We have managed over 30 million square feet of commercial buildings. During that time I have personally handled informal protest, formal protest and even engaged some lawsuits. I understand the valuation process and the protest process.

I know how to ask questions. As an elected city councilmember (City of Carrollton) and as a business owner, I learned the value of asking questions. I'd rather be the man with the right questions instead of the man who thinks he knows all the answers.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I tackle problems in a positive way. A good property manager looks for and fixes problems before they become serious. As a DCAD board member I will operate the same way. There are some problems. Taxed entities are not entirely satisfied with DCAD. Why?

DCAD has some problems with limited staffing and meeting deadlines. Why?

What improvements can be made to satisfy the taxed entities. What improvements

can be made to support and improve DCAD. I am willing to look seriously at these and other issues.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

MIKE HENNEFER

for DCAD BOARD OF DIRECTORS



Businessman

- Owner: Corporate USA Real Estate Services, have managed 30 million Sq. Ft. Commercial Buildings
- Owner: Corporate Contractors, Built 50 Million Sq. Ft.
- Texas Real Estate Broker since 1991
- Owner: Advanced Environmental Management

Family Man

- Lived in Denton County for 39 Years
- Raised 4 Children, Who Graduated from LISD Schools
- Married 50 Years
- 12 Grand Children

Man of Faith

- Grateful Believer in Jesus Christ
- Served in Many Callings and Positions in My Church
- Served as Program Coordinator for 60 Addiction Recovery Groups in North Texas

EXPERIENCED

- Informal Appeals
- Appraisal Review Boards
- Appraisal Lawsuits
- Elected to Carrollton City Council
- Treasurer Metrocrest Hospital Authority
- Vice Chair Trinity River Authority

SEASONED

- City of Carrollton Audit Committee
- North Texas Council of Government Emergency Preparedness Planning Council
- Dallas County Medical Reserve Corps
- Member of Transit Oriented Development
- Dallas Red Cross Liaison

Mike Hennefer Campaign
Email mike@mikehennefer.com
Cell (214) 802-1382

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Name Raymond (Ray) Martin
Address/City/Zip 2621 Sir Alexander Ln, Lewisville, Tx 75066
Cell Phone 469-387-7528 E-mail raymartin.texas@yahoo.com

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Name Raymond (Ray) Martin
Address/City/Zip 2621 Sir Alexander Ln, Lewisville, Tx 75056
Cell Phone 469-387-7528 E-mail raymartin.texas@yahoo.com

1. Are you a resident of Denton County? **Yes/No**
a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
a. If yes, which taxing unit? _____
b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.
-

I have been very blessed personally and professionally and have a life goal of servant leadership, giving back and paying forward. Through this life commitment along with my residential and commercial real estate and information technology experience, and a demonstrated commitment to community service, I am excited about making meaningful contributions as a DCAD Board Member, as we together, capitalize on the opportunities and address the complex challenges facing the DCAD entities and the DCAD.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.
-

As a new DCAD Board Member I would engage with the DCAD Board, the DCAD entities, and the DCAD to listen and gain an in-depth understanding of the challenges facing us. From there I would be an advocate, ensuring that the DCAD Board empowers the DCAD to successfully meet its obligations to the DCAD entities and stays true to its values of honesty, integrity, fairness, efficiency, professionalism, and transparency. I have 10+ years of residential and commercial real estate experience, and 35+ years of information technology experience in business process management, software asset management, and change management, and 25+ years of dedicated community service. My diverse experience and servant leadership along with my analytical mindset and strong problem-solving and process improvement skills would be invaluable in my role as DCAD Board Member.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

Ann Pomykal

Name

Corinth, TX 76210

Address/City/Zip

214-364-0039

Cell Phone

ann.pomykal@aol.com

E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Will bring to the Denton CAD Board of Directors the following:

1. Completed 2 terms on Denton CAD Board
2. Strong Business Experience - 27 years at TX Instruments in Key Leadership roles, last 7 years as Ex. Director T.I. Foundation
3. Proven track record of board leadership across the metropolitan area on Board of United Way of Denton County
4. Strong ties to Denton County - grew up in Denton, raised children in Lewisville & grand children in Highland Village
5. Strong commitment to learning

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.

Being Director of Corporate Citizenship @ T.I. & the T.I. Foundation have given me a strong financial & business base for this opportunity.

My highest priority is my family & being outdoors.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 25, 2024.**

John "Bruce" Yeager

Name

11460 Hill Country Circle Ponder, TX. 76259

Address/City/Zip

940-231-9990

Cell Phone

bruce.yeager414@gmail.com

E-mail

1. Are you a resident of Denton County? **Yes/No**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes/No**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **Yes/No**
 - a. If yes, which taxing unit? Ponder ISD
 - b. When? 2005-2020
3. Are you, or have you ever been an employee of Denton CAD? **Yes/No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes/No**
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **Yes/No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **Yes/No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **Yes/No**

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I spent my professional career in public service and I would be happy to continue to serve our community with the s
forward thinking conservative approach that I used as a public school superintendent for 28 years.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Denton County Resident for 19 years

Retired Public School professional 36 years 28 of which Superintendent

Married for 38 years

Two children 4 grandchildren all residents of Denton County

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com



TOWN COUNCIL COMMUNICATION

MEETING DATE: December 9, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider a resolution of the Town of Trophy Club, Texas, casting votes for the Tarrant Appraisal District Board of Directors. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Tarrant Appraisal District (TAD) Board of Directors serves a two-year year term, beginning in January of even-numbered years. The Board is elected by the taxing entities located within Tarrant County. Each taxing entity is allotted a number of votes, which is based on the Town's percentage of the total tax levy for Tarrant County. The five nominees who receive the highest number of votes are elected to the Board of Directors. Each taxing entity must cast its vote by written resolution and submit it to the Chief Appraiser by December 13. The entity may cast all its votes for one candidate or may distribute the votes among any number of candidates.

The candidates nominated by the taxing units are:

1. Mr. Mike Alfred
2. Mr. Alan Blaylock
3. Ms. Wendy Burgess
4. Mr. Fred Campos – bio attached
5. Ms. Mattie Peterson Compton
6. Mr. Eric Crile
7. Dr. Daryl Davis
8. Mrs. Phyllis Grissom
9. Mr. Lee Henderson
10. Mr. Scott Lindgren
11. Mr. Gary Losada
12. Ms. Gloria Pena
13. Mr. Vince Puente
14. Ms. Sayeda Syed

Based on the 2024 adjusted tax levy, Trophy Club has one vote that can be cast for one nominee. The number of votes specified for the candidate must be stated in the resolution and identified in the motion.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

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

ATTACHMENTS:

1. Resolution TAD Votes
2. TCAD Letter 10.25.2024
3. TCAD vote-calculation-2024
4. TCAD Bios

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution of the Town of Trophy Club, Texas, by identifying the nominee to receive Trophy Club's vote for the Tarrant Appraisal District Board of Directors.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING ONE (1) VOTE FOR A CANDIDATE FOR APPOINTMENT TO THE TARRANT APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, every two (2) years the Tarrant Appraisal District (TAD) requests that each taxing entity submit names for possible appointment to the Appraisal District Board of Directors; and

WHEREAS, upon receipt of nominees, a listing is compiled and provided to each entity to cast their votes; and

WHEREAS, each taxing entity has a specified number of votes based on tax levies; and

WHEREAS, the Town of Trophy Club, as a taxing entity of the Tarrant Appraisal District, has a total of one (1) vote to cast for this year's nominees.

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

Section 1. All of the findings in the preamble are found to be true and correct and the Town Council does hereby incorporate said findings into the body of this Resolution as if copied in their entirety.

Section 2. The Town Council desires to cast one (1) vote, as indicated on the attached official ballot of the Tarrant Appraisal District.

Section 3. The Town Secretary is directed to send a copy of this Resolution to the Tarrant Appraisal District.

Section 4. This Resolution is hereby effective upon passage and approval by the Town Council.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this 9th day of December 2024.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



Joe Don Bobbitt
Executive Director
Chief Appraiser

October 25, 2024

Jeannette Tiffany
Mayor
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, Texas 76262

RE: Ballot for Appointments to Board of Directors beginning January 1, 2025

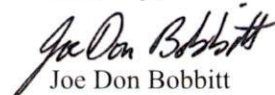
Dear Ms. Tiffany:

Following up on my September 10, 2024, letter regarding nominating candidates for appointment to Tarrant Appraisal District's Board of Directors, I prepared a ballot as required by the Texas Property Tax Code. That letter listed the number of votes for each school district, city, and county entity that is entitled to participate in the appointment process. The taxing units listed are not required to vote but, if they choose to do so, *they may determine their votes only by a resolution adopted by the governing body and they must submit the resolution to me before December 15, 2024. Because the 15th falls on a Sunday, statute permits acceptance through midnight Monday, December 16th.* The resolution and the completed ballot if you wish to include it should be sent by email to jwooddell@tad.org or by mail to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, P. O. Box 185579, Fort Worth, Texas, 76181-0579. Enclosed is a ballot. The nominee biographies, vote allocation, a sample resolution form and other information can be accessed at [Board Appointment Process - Tarrant Appraisal District \(tad.org\)](https://www.tad.org/Board-Appointment-Process). The remaining steps in the appointment process and schedule set out in the Property Tax Code may be summarized as follows:

Before December 15, 2024	Governing bodies of taxing units determine their votes by resolution and submit votes to Chief Appraiser (If greater than 5% of vote, please see TX Prop. Tax Sect. 6.03 k-1)
Before December 31, 2024	Chief Appraiser counts votes, determines which candidates received the most votes, and submits results to taxing units
January 1, 2025	New term begins
First 2025 TAD BOD Meeting	Lots drawn to determine two members with 1-year terms & three members with 3-year terms

If you have questions, please do not hesitate to call Julie Wooddell at 817.595.6006.

Sincerely,


Joe Don Bobbitt
Executive Director
Chief Appraiser

JDB:jw Enclosure (1)



2500 Handley Ederville Rd. Ft. Worth, TX 76118 817.284.0024



OFFICIAL BALLOT

ELECTION OF MEMBERS TO THE BOARD OF DIRECTORS TARRANT APPRAISAL DISTRICT

The following are the candidates that were timely submitted by nominating resolutions for appointment to the five (5) voting positions on the Board, listed alphabetically.

Please indicate your taxing unit's vote(s) by **entering the number of votes to the left of your candidate(s)** of choice.

VOTES FOR	Nominees
	Mr. Mike Alfred
	Mr. Alan Blaylock
	Ms. Wendy Burgess
	Mr. Fred Campos
	Ms. Mattie Peterson Compton
	Mr. Eric Crile
	Dr. Daryl Davis
	Mrs. Phyllis Grissom
	Mr. Lee Henderson
	Mr. Scott Lindgren
	Mr. Gary Losada
	Ms. Gloria Peña
	Mr. Vince Puente
	Ms. Sayeda Syed

IMPORTANT: This ballot must be returned **before December 15, 2024** to Joe Don Bobbitt, Chief Appraiser, Tarrant Appraisal District, **P. O. Box 185579, Fort Worth, Texas, 76181-0579**, by mail or by email to jwooddell@tad.org. Because December 15th falls on Sunday this year, statute permits receipt through midnight on Monday, December 16th.

Please attach this ballot to the resolution passed by your taxing unit authorizing this vote.

TARRANT APPRAISAL DISTRICT
2024 Calculation of Taxing Entity Votes for Board of Directors
Per Section 6.03(d) of Texas Property Tax Code

	2023 TAXES IMPOSED	% OF TOTAL	2024 VOTES
School Districts:			
Aledo ISD	6,131,473	0.11075%	6
Arlington ISD	449,339,758	8.11586%	406
Azle ISD	26,757,803	0.48329%	24
Birdville ISD	178,756,575	3.22866%	161
Burleson ISD	29,051,705	0.52472%	26
Carroll ISD	126,974,245	2.29338%	115
Castleberry ISD	16,163,500	0.29194%	15
Crowley ISD	141,730,903	2.55991%	128
Eagle Mountain/Saginaw ISD	197,162,524	3.56110%	178
Everman ISD	25,800,708	0.46601%	23
Fort Worth ISD	593,404,765	10.71793%	536
Godley ISD	1,285,755	0.02322%	1
Grapevine/Colleyville ISD	188,683,742	3.40796%	170
Hurst/Euless/Bedford ISD	188,555,828	3.40565%	170
Keller ISD	278,949,682	5.03832%	252
Kennedale ISD	24,972,025	0.45104%	23
Lake Worth ISD	19,932,270	0.36001%	18
Lewisville ISD	6,486,148	0.11715%	6
Mansfield ISD	225,674,872	4.07608%	204
Northwest ISD	161,450,254	2.91607%	146
White Settlement ISD	40,321,570	0.72828%	36
Total Schools	\$ 2,927,586,104	52.87733%	2644
Cities:			
City of Arlington	234,044,834	4.22726%	211
City of Azle	7,311,615	0.13206%	7
City of Bedford	29,123,128	0.52601%	26
City of Benbrook	18,003,459	0.32517%	16
City of Blue Mound	1,867,773	0.03374%	2
City of Burleson	6,585,215	0.11894%	6
City of Colleyville	19,359,700	0.34967%	17
City of Crowley	11,329,035	0.20462%	10
City of Dalworthington Gardens	2,683,830	0.04847%	2
Edgecliff Village	918,338	0.01659%	1
City of Euless	30,920,591	0.55848%	28
City of Everman	3,597,742	0.06498%	3
City of Flower Mound	2,207,765	0.03988%	2

City of Forest Hill	7,061,450	0.12754%	6
City of Fort Worth	730,749,438	13.19861%	660
City of Grand Prairie	70,893,423	1.28046%	64
City of Grapevine	30,588,773	0.55249%	28
City of Haltom City	22,894,575	0.41352%	21
City of Haslet	5,622,782	0.10156%	5
City of Hurst	23,713,609	0.42831%	21
City of Keller	24,518,629	0.44285%	22
City of Kennedale	8,649,162	0.15622%	8
Town of Lakeside	1,076,854	0.01945%	1
City of Lake Worth	2,754,231	0.04975%	2
City of Mansfield	63,492,884	1.14679%	57
City of N. Richland Hills	41,212,868	0.74438%	37
Town of Pantego	2,529,168	0.04568%	2
City of Pelican Bay	957,767	0.01730%	1
City of Reno	52,401	0.00095%	0
City of Richland Hills	4,960,043	0.08959%	4
City of River Oaks	3,589,961	0.06484%	3
City of Roanoke	493,962	0.00892%	0
City of Saginaw	15,125,861	0.27320%	14
City of Sansom Park	2,190,078	0.03956%	2
City of Southlake	35,285,741	0.63732%	32
Town of Trophy Club	666,770	0.01204%	1
City of Watauga	11,730,967	0.21188%	11
Town of Westlake	3,896,972	0.07039%	4
City of Westover Hills	3,303,687	0.05967%	3
Westworth Village	2,395,613	0.04327%	2
City of White Settlement	9,970,052	0.18008%	9
Total Cities	\$ 1,498,330,747	27.06248%	1353
Other:			
Tarrant County	551,272,993	9.95696%	498
Tarrant County College	559,372,168	10.10324%	505
Total Other	\$ 1,110,645,161	20.06020%	1003
Total All	\$ 5,536,562,012	100%	5000



Alan Blaylock

City - Cell: 817-233-2940, Email: Alan.Blaylock@fortworthtexas.gov

City of Fort Worth Councilmember Alan Blaylock is a dedicated community leader who has significantly contributed to his hometown, Fort Worth, Texas. In his short time as council member, he has achieved significant victories that have positively impacted the lives of families and businesses in the area. With an unwavering commitment to serving the public, Alan has personally addressed constituent concerns and continues to be a staunch advocate for the needs and well-being of those he serves.

A strong advocate for public safety, Alan has taken decisive actions to strengthen the Police and Fire departments. Alan voted to fund new positions and provide essential training to ensure the community's safety. Under his leadership, the number of unfilled public safety positions significantly decreased, contributing to a safer environment for residents. The Fort Worth Police Officers Association and the Fort Worth Professional Firefighters Association recognize Alan and endorse his initiatives.

Recognizing the burden of property taxes on Fort Worth taxpayers, Alan emerged as the leading proponent of responsible fiscal policies. As a council member, he has supported the "no new revenue rate," a crucial measure to prevent taxes from rising with appraisal values. His commitment to preserving and improving neighborhoods and infrastructure was evident in his efforts to revise Transportation Impact Fees, secure the establishment of the first H-E-B Grocery in Fort Worth, and pass the Short-Term Rental Ordinance to safeguard the community's residential areas. Alan continues to play an active role in Zoning. He diligently strives to maintain harmony between development projects and neighborhood interests.

Homelessness and city management are equally critical areas of focus for Alan. He secured substantial funding to enhance the city's capabilities and staff in addressing homelessness and its associated challenges, including panhandling. His efforts to implement measures, such as "no panhandling" signs, the Shopping Cart Ordinance, and the purchase of street sweepers, reflect his commitment to maintaining a clean and safe city.

Before being elected into office, Alan served as Senior Product Manager at Nokia for several years, previously holding Lead Software Developer and Project Manager positions at Owen Oil Tools.

As a family man deeply connected to Fort Worth, Alan's love for the city is evident in his actions and decisions as a city council member. He prioritizes delivering tangible results rather than engaging in political grandstanding. His business insight enables him to cut wasteful spending and identify efficiencies, ensuring taxpayer money is utilized effectively without compromising essential city services. Alan is committed to improving the quality of life for his constituents, focusing on infrastructure and roads, public safety, and lowering taxes.

Alan and his wife, Mindy, are proud parents of two daughters and active supporters of The Children's Miracle Network and The Leukemia & Lymphoma Society.

Alan has a record of community service, participating in the following:

- Heritage Homeowners Association Board
- Crime Control and Prevention District Advisory Committee
- Public Improvement District Advisory Committee
- Arts Council of Fort Worth Advisory Committee
- Eagle Ridge Elementary Parent Teacher Board (PTA)
- Foundation of a Regional Youth Swim Team

Currently, he holds positions on several vital committees and boards within the City of Fort Worth:

- CFW – Audit: Chair
- CFW – Mobility: Infrastructure & Transportation: Member
- RTC – Regional Transportation Council: Member
- CFW – Research & Innovation Local Government Corp.: Board of Directors
- CFW – Fort Worth Local Development Corporation: Board of Directors, Vice President
- CFW – Central City Local Government Corporation: Board of Trustees
- CFW – Lone Star Local Government Corporation: Board of Directors, Vice President
- CFW – Fort Worth Housing Finance Corporation: Board of Directors, Director
- CFW – Crime Control & Prevention Board: Board of Directors

Furthermore, Alan is actively involved in several Tax Increment Financing Districts (TIFs) and continues to lead Public Improvement Districts (PIDs), holding the following positions:

- TIF 2 (The Speedway): Chair
- TIF 10 (Lonestar): Vice Chair
- PID 7 (Heritage): Currently, ex officio member (Advisory Board President) serving in the role in overseeing and supporting the functions of the PID for the benefit of the community.

As a fiscally responsible and community-oriented leader, Councilmember Blaylock leads oversight responsibilities for financial matters, while remaining dedicated to ensuring Fort Worth's improvement and its residents' overall well-being.

DARYL DAVIS (9216 Vineyard Lane, Fort Worth, TX 76123)

Mr. Davis is a native of Fort Worth and father of two. Mr. Davis has served on the School Board of Crowley ISD since 2022 and serves as the executive pastor of Inspiring Temple of Praise Church in Fort Worth. Davis has a bachelor's degree in business management and master's degree in education. He also is a graduate recruiter in Texas Christian University's Neeley School of Business and worked as a Dallas College adjunct professor. He is a member of Alpha Phi Alpha Fraternity Inc., the board chair for the Presbyterian Night Shelter, and CFO of Integrity Community Development Corporation, a group working to find solutions for homeless veterans.

Eric Crile



Eric has been a resident of Texas for 17 years. Prior to his arrival in Texas, he was raised in a small rural town in southwestern Pennsylvania. After graduating college, he decided to expand his horizons and moved to south Florida where he resided for 6 years before making his way to the great State of Texas. During the past 17 years he has lived almost exclusively in Tarrant County. This is where he met his wife, Jennifer. They were married in the summer of 2021. They are proud residents of the rapidly expanding Fort Worth/Alliance corridor. He has a beautiful stepdaughter, Jillian, who is a freshman at Eaton High School. Eric and his wife welcomed their first child together, Quintyn, this past May. They are excited for the journey ahead.

Being a strong supporter of public safety, Eric has served the citizens of Dallas for the past 17 years as a firefighter and paramedic for Dallas Fire Rescue. Prior to becoming a firefighter, he worked for the Miami-Dade State Attorney's Office-Child Support Division enforcing adjudicated court orders for child support. He looks forward to showing up for work every day, pulling up his boots, and tackling the ever-changing tasks that lie ahead.

Public education is of the utmost importance to a thriving community, and Eric strongly believes in it. His wife works for a local ISD; she is constantly talking about the funding challenges that her district faces. He has first-hand knowledge of how rapid decisions with incomplete data can have unintended consequences.

Service to the citizens of Fort Worth is also something Eric takes pride in. As a member of the Crime Control and Prevention District, Partners with a Shared Mission Initiative Community-Based Program, a sub advisory board to Fort Worth's Crime Control and Prevention District, Eric can give back to his community in a meaningful way by evaluating effective crime reduction strategies from strategic partners with limited funds to which the board has access.

On the ultimate level of local service, Eric served on his HOA board for the Parks at Willow Ridge. Recently, when the community was in an uproar over the placement of pedestals in everyone's front yard from an internet provider laying fiber optic cable, Eric engaged the provider and negotiated for the installation of inground vaults that were able to meet the aesthetic needs of the community as well as the needs of the provider.

In his free time, when his infant son allows for it, he is an avid movie watcher as well as a member of the DFW Curling Club, the only true sport on ice. As opportunities present themselves, Eric loves to travel. Not long ago he was able to cross off a bucket list item and traveled to Pamplona Spain where he participated in the annual running of the bulls. His advice, if you ever get a chance to visit the San Fermin festival, do it! What an experience!

Eric believes in hard work and realizes that is what it will take to accomplish success at the appraisal district. He wants Tarrant County to be the best at all it does. Eric wants to help create an appraisal district, with its new reality, that works for everyone: Taxpayers, Tax Entities, and the district itself.

He has developed a 5-point plan he believes can serve as a guide for him and the other directors to achieve this goal

1. Fix the Computer Assisted Mass Appraisal (CAMA) data
2. Community Education about TAD's role in tax bills
3. Legislative outreach to work toward solutions for all of TAD's partners
4. The creation of a Tax Entity Liaison
5. A pragmatic approach to problem-solving. Be proactive, not reactive

Eric is a problem solver. He has spent the last 17 years solving problems in rapid succession while realizing that rapid success is the product of a well thought out and well researched plan that takes time to develop and correct data to formulate. Eric believes in you and asks that you believe in him.

Fred Campos Jr.'s Bio



3832 Periwinkle Street
Bedford, TX 76021
817.24.6003

www.FredCampos.com
fcampos@DFWWebsiteDesigners.com
fredman@fredcampos.com

Candidate for Tarrant Appraisal District Board

Profile:

Fred Campos is a lifelong resident of the Fort Worth area. Raised in Grapevine, he eventually settled with his family in the Hurst-Euless-Bedford (HEB) community. After graduating from Grapevine High School, he pursued Computer Science at the University of North Texas. Early in his career, Fred developed a payment processing software that was later acquired by Jack Henry & Associates. Over the next 13 years, he implemented large-scale payment systems for city and county accounting departments' integration.

Following the sale of his business, Fred turned his focus to supporting small businesses in the digital realm. He now manages DFW Website Designers, based in Bedford, which services nearly 1,000 local clients. Fred and his wife Karen, an educator, live in Bedford with their three children. Since 2015, Fred has served as a trustee on the HEB ISD School Board, where he focuses on advancing technology and strengthening school finances.

Professional Experience:

DFW Website Designers: *Top Geek*

2010—Current

- Chief sales evangelist and supporter of websites for nearly 1000 local small businesses.
- Speaker and presenter of social media small business marketing classes ranging from conferences, training, seminars, webinars, and teleseminars.

Jack Henry & Associates Inc./AudioTel Corp./Remit Plus Software Inc.:

1996—2009

- Chief evangelist and payment integrator of remittance applications in more than 400+ cities, counties, churches, and other accounting and billing systems. Product expert in payments & remittance. Sales support for the entire organization.

Community Involvement:

- ***Hurst-Euless-Bedford ISD Trustee Place 7***
Publicly elected volunteer position serving 20 hours a week for the 28 schools that make up the HEBISD public school district in the five cities of Arlington, Bedford, Colleyville, Euless & Hurst.
- ***Member of the HEB Chamber of Commerce***
Serve and participate in a dozen or so community events ranging from Burgers for Books, Night of Hope, Back to School Backpacks etc.

Education:

- ***Computer Science Major/Business Information Systems Minor***
University of North Texas, Denton, TX 1991.
- ***Platforms:*** PC, Windows, DOS, UNIX, OS2, Wordpress, Hubspot, Hootsuite, CRM, IBM, Adobe
- ***Languages:*** Pascal, C, C++, Assembler, Delphi, VB, PHP, HTML

Gary M. Losada

Southlake, Texas

214-405-1416
glosada@sbcglobal.net

EXPERIENCE:

- Testified before Texas Senate Property Tax Reform Committee Hearing April 27, 2016
- Tarrant County Appraisal Review Board
- President of Office Liquidation Center and Aztec Glass
- Served on Blue Chip Review Committees for Arlington Independent School District
- Director of Human Resources, LTV Kentron International
- Assistant to Superintendent, Santa Rosa City Schools, Santa Rosa, California
- Assistant to City Manager Palo Alto, California

EDUCATION:

- M.A. Degree Education /Organization Administration, Stanford University 1974
- B.A. Degree Sociology/ Business Minor, University of San Francisco 1973

Residences:

- Southlake, Tx 2013 – Present
- Arlington, Tx 1990 – 2013

Tarrant Appraisal District – Board of Directors

2020-2021, 2024

Governing body for Central Appraisal District

Tarrant Co. Appraisal Review Board

2009 – 2015

Served as hearings committee chair all six years. Responsible for conducting hearings between Tarrant Appraisal District and taxpayers. Included residential, commercial and personal property taxes.

Opined on various exemptions and valuations of real estate.

President – GMPL Corporation

Purchased raw land for development. Presented various planned developments to city government/council and planning and zoning.

President – Office Liquidation Center/Aztec Glass Company

Purchased and sold new and used office furniture. Purchased and distributed wholesale glass imported from Mexico to florists and grocery chains.

Director of Administration – Dallas Area Rapid Transit

Hired in second year of operation in order to organize and establish various departments such as human resources, purchasing, data processing, building and office management as well as policy development.

Director of Human Resources – LTV Kentron International/Oil States Ind.

Chief Labor negotiator, responsible for corporate wide staffing and training.

Assistant to Superintendent – Santa Rosa City Schools, Santa Rosa, California

Responsible for pupil transportation, data processing, Board policy implementation and labor relations.

Assistant to City Manager – Palo Alto, California

Responsible for budget preparation, policy implementation public relations, special assignments by City Manager.

A. Gloria Peña

5102 Oak Gate Ct.
Arlington, TX 76016
817-501-9354

Experience:

Retired with 37 years of service, US Army Corps of Engineers, Southwestern Division, 2012.
Began as Student Aide at 16 years of age working at White Sands Missile Range, NM Training & Doctrine Command until 1983, with a 2-year federal break working at the University of Texas at El Paso's Contracts & Grants Office.
Employed with the US Army Corps of Engineers in 1983 in various programs, which include:
Program Analyst, Military and Environmental Programs
Program Analyst, Civil Works Program
Budget Analyst, Resource Management
Financial Analyst, Construction and Operations
Program Specialist, Operations, Water Supply Business Line Manager

Education:

Northwood University, BBA, Management (Magna Cum Laude)

Community Involvement (past):

Secretary, Society of American Military Engineers (Dallas)
President, Vice President, Secretary of Arlington Independent School District Board of Trustees
Director, Texas Association of School Boards
Secretary, Mexican American School Board Association of Texas
Founding and Charter Member, Arlington Hispanic Chamber of Commerce
Charter Member, Arlington Classics Academy
Founder & President, IMAGE de Arlington
Charter Member, MPAC of Arlington
Vice President, United Hispanic Council of Tarrant County
Treasurer, Child Protective Services of Tarrant County Board
Chairman, City of Arlington Youth and Families Board
Vice President, Girls, Inc. of Arlington Board
Member, Boys & Girls Club of Arlington Board
Member, Latino Peace Officers Association
Youth Services Director, Rotary Club of Arlington
Education Chair, Community Relations Commission for the City of Arlington
Arlington Chamber of Commerce, Scholarship Sub-committee & Partners In Education Committee
President, Rotary Club of Arlington Foundation
... and many more

(current):

Rotary Club of Arlington, Webb Scholarship Sub-committee
Director, Water From The Rock
Member, St Vincent de Paul Women's Guild

Lee Henderson

lee.henderson@gmail.com - 817-896-4900 - Fort Worth, Texas / New York / Washington, D.C.

Highlights

Over a dozen years of political campaign and issue advocacy experience.

Leadership Roles: Director at Moms Demand Action / Everytown for Gun Safety & Texas Statewide Campaign Manager

Data Team for: President Obama's 2012 re-election, 2013 Planned Parenthood Affordable Care Act Enrollment Project, 2014 National Democratic Senate Campaign Committee, Michigan & 2014 Planned Parenthood Texas Votes PAC

As CFO of Micrin, established banking relationships, accounting & ERP systems, negotiated purchase & financing for capital equipment & real estate. Prepared forecasting models and analysis of trends, including authoring business plans for start-up ventures.

Experience

Director of Data Analytics and Engineering Everytown for Gun Safety / Moms Demand Action – 2016 to Present

Electoral and Grassroots Political Strategy; managing a team of employees, contractors and vendors.

Portfolio includes management of Applied Data Science, Staff and Consultants for Data Warehousing and Analytics, Collaborating with colleagues on: Field and Electoral Programs, Digital Fundraising, Direct Mail Fundraising, Digital Campaigning, Developing Targeting Universes for Electoral IE Work within Budget Constraints, Message Testing and Polling.

Deployed into March for Our Lives Campaign 2018; the movement begun by the Marjory Stoneman-Douglas High School Students of Parkland, Florida

- Assists in the management of the department; plans, directs, coordinates, and reviews the work plan for assigned staff; assigns work activities, projects, and programs; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Serves as a technical authority on data structure for the department, and provides value-added expertise in engineering subjects and projects.
- Manages and participates in the preparation and review of a variety of reports; conducts studies and prepares reports for current and long-range engineering projects.
- Assist with the development of a result oriented engineering team to service the organization's business and its customers.
- Identifies needs that are not being addressed by current projects and heavily contributes in the development of new projects.
- Identifies and implements innovative processes for tracking baseline performance in a number of operational areas.
- Must demonstrate an ability to thrive in environments with multiple stakeholders, frequent change, and diverse objectives.
- Must demonstrate excellent strategic thinking, operations, quantitative, and qualitative skills.
- Monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; recommends, policy, appropriate service and staffing levels.
- Manage the design, build, and maintenance of data pipelines for data ingest and reporting using clean, replicable and scalable Python, R and/or SQL.
- Manage the design, build, and maintenance of Salesforce databases for organization needs, and the integration of that data into other systems as needed.
- Manage the work with the Digital Team on the data integrations necessary for execution of digital products, such as campaign websites, mobile apps, and partner data exchanges.
- Support the needs of other departments in specialty data acquisition needs, and data science infrastructure.
- Manage the data pipelines roadmap, balancing multiple priorities by working with staff throughout the organization; make design decisions that give staff and members the power to use data themselves
- Manage staff to contribute documentation for new infrastructure and contribute to the Data Team's documentation at large.
- Design the data systems architecture and manage staff that run projects to support the maintenance and building of that design.
- Maintain a security-first mindset across all facets of the job, ensuring organization's data is handled with the utmost safety and care.
- Mentor staff in professional development of skills.

Political Campaigns & Non-profit Advocacy Consulting & Contracting – 2010 to 2016

Working for a number of clients and contract positions in all facets of political and non-profit campaigns, including specialty in campaign data. Many projects required custom software development. Other specific experience transferable to business: Budgeting, Recruitment, Marketing, Vendor Management.

Highlighted Projects:

Intern Human Resources Management System (DSCC) - 2014

Utilizing Amazon Redshift (AWS Cloud Big Data), Python, PHP, & PostgreSQL: system for prospecting, recruiting, performance & dispositioning of campaign interns. Essentially highly specialized HR Software.

Historic Volunteer Data Mining Software Engineering (DSCC) - 2014

Utilizing Amazon Redshift (AWS Hosted Big Data) & Python, Project parsed confidential volunteer activity data obtained from immediate past two Presidential Campaigns and apply a data model to score & prioritize volunteer recruitment prospects.

Field Goal & Progress Data System (Obama) - 2012

Utilizing Vertica, MS Access, .NET, and Google Docs. Rapid development project to define goals, update goals and analyze granular performance data of field staff for voter contact programs based on data models, historic performance, volunteer team strength acceleration & early voting progress.

Campaign Manager at Lon Burnam for Texas Railroad Commissioner – Fort Worth, Texas – 2015 to 2016

Brought up Campaign from scratch in 10 weeks over Christmas Holidays. Recruited and directed all staff hiring and all facets of statewide Democratic Primary campaign; Super Tuesday. Handled all Press Relations directly.

Deputy Data Director at Planned Parenthood Texas Votes PAC – Austin, Texas – 2014

Designing Voter Contact Universes. Analysis of Voting Patterns, Polling & Geographic Targeting of Direct Voter Contact Designing & implementing reporting systems. Supporting & mentoring Regional Data Team members.

Data Director at Michigan Democratic Coordinated Campaign – Detroit, Michigan – 2014

Dual reporting to Coordinated Director and *Democratic Senate Campaign Committee* (DSCC) National Data Director. Managing and consulting on all facets of campaign startup. Designing & implementing automated reporting systems. Mentoring of colleagues. Pioneering use of Amazon Redshift for analytics and modeling, as a more scalable and affordable substitute for Vertica. Modeling on Obama campaign data to assign scores to previous activists for re-engagement.

Regional Data Manager at Planned Parenthood Federation of America – Dallas, Texas – 2013 - 2014

ACA Outreach paid canvass project of Planned Parenthood Federation of America. Full suite of data management duties, campaign wide special projects, leadership positions, mentoring other regions' new staff. Includes training and recruitment of canvassers.

Skills Practiced: MS Access, Data Warehouse, PostgreSQL, ETL, SQL, Scripting, MS Excel, NGP VAN, Python, UNIX, GIS, DBA

Organizer at Stand with Texas Women – Austin, Texas - 2013

As a board officer of the ACLU of Texas, organized from the genesis of a coalition, through the filibuster, bus tour, rallies & marches. Worked with Planned Parenthood, NARAL, Democratic Party & other coalition organizations. Included Media Relations, Digital Organizing, Ground Organizing & relations with elected members & capitol administration staff.

Campaign Manager at Ashley Paz for Fort Worth ISD Board – Fort Worth, Texas - 2013

Campaign required marshaling a 5 week runoff community funded campaign and rapidly planning & executing a full campaign encompassing media relations, direct mail, field - dials & knocks & block captains, social media, fundraising, events, and voter protection. Defeated a 13-year incumbent in a race with challenging regional politics.

Deputy Data Director at Obama for America / Organizing for America - New Mexico Headquarters - 2012

Voter file management (VAN), supported reporting to National HQ, supported & trained staff, analyzed statewide data for the grassroots campaign to re-elect President Obama. Created custom daily early vote report & developed field planning visualization tools in combination with data from voter contact models for state leadership, identifying areas where strategic resource re-allocation was required. Worked with Analytics on Election Day modern "bellwether" tools using intraday voting data from new Voter Convenience Centers. Team delivered a vote margin of 11.9% in a battleground state.

Campaign Advisor at Kathleen Hicks for Congress - Fort Worth, Texas - November 2011 - March 2012

Provided general consulting support in an exploratory phase up the filing for office. Continued with representing the client, issuing guidance on the Texas Redistricting process, interviewing and selecting vendors, office setup, FEC guidance, planned events, recruited interns, and successfully transitioned duties to a on-staff campaign manager and finance director.

Technology Director at Tarrant County Democratic Party - February 2008 - December 2011

Provided expertise as both a contractor and volunteer to support the communications & technology efforts of the Tarrant County Democratic Party, including voter file management, telephone systems, written communications, online presence & social media.

Field & Political at Bill White for Texas - Fort Worth, Texas - June 2010 - November 2010

Mayor of Houston, Bill White, ran a well-funded Democratic campaign for Governor of Texas.

Served as North Texas Regional Deputy consisting of a 40-county area. Later, Field Organizing based in Dallas headquarters and served as a targeted campaign liaison. Every countywide elected office won; including close D.A. and County Judge races.

Executive Consultant at Micrin - Irving, Texas - April 2009 - April 2010

Provided consulting services in operations, strategic planning, execution, information systems, finance and equipment acquisition.

Professional Experience Prior to Political Career

Chief Financial Officer at Micrin - Irving, Texas - May 2003 - March 2009

OEM Manufacturer with portfolio of technologies in wireless radio and cellular industries, diversified into metal fabrication & automotive accessories. Responsibilities for Financial Compliance, Real Property Project and Capital Equipment Financing, Long Term Planning, Financial Projections and Analysis of Business Trends.

- During tenure, took company from \$750,000 to \$17 million revenue. Board of directors. Led company strategic planning.
- Directed Cash Control, Accounting Procedures, Period Reconciling, Tax Compliance & Business Process Development.
- Executive charged with a wide variety of operations requirements, including HR policies, benefits, hiring & compensation.
- In addition to Micrin's overall business management, understanding of engineering principles and manufacturing processes; maintained a significant role in formulating long-term business and marketing strategies, and shop process improvements.

Senior Developer at Bravo Zulu Interactive - Houston, Texas - March 2000 - April 2003

New media company servicing Fortune 500 customers for integrated marketing, web presence, branding & interactive media.

- A mentor for other developers at company. Recognized for excellent consulting skills with clients.
- Heavy exposure to advertising, oil & gas, and legal industries.
- Developed several in-house software solutions, including user intelligence profile matching, CRM, Content Management, & Student Loan Processing front-end web portals.
- Also completed implementations of enterprise software for content management at client sites. Accomplished DBA (relational database administration & development.)
- Known for expertise in advanced data-query construction and set-based problem solving.
- Became fluent in a wide variety of languages, including SQL, C, C++, Java, JavaScript, PHP, ASP/VBScript, Assembly.
- Systems administration and requirements planning for deployments: UNIX, Windows & heterogeneous environments.
- Adept at graphic design principles, content development, and branding development process as team member for projects.

Education

The University of Texas at Dallas, B.S. Computer Science

SMU Caruth Institute, Entrepreneurship Certificate Program, 2007

Public Service, Honors and Awards

City of Fort Worth – Plan Commissioner 2023-Present

Volunteer Committee Chair, Fort Worth Food + Wine Festival 2022

Immediate Past President, American Civil Liberties Union of Texas

Eagle Scout, Troop 326, Fort Worth

SteerFW Civic Engagement Founding Member 2011 - Present

Webby Award for client Marathon Oil Corporation 2002

Kinko's: Highest Profit Store in Company: 1998

Selected Campaign & Management Training

Numerous Professional Management Trainings

2006, Summer - Wellstone Campaign Management Training

2007, Spring - SMU Caruth Institute, Entrepreneurship Certificate Program

2014, Spring – New Organizing Institute Data Boot Camp Coach

Selected Campaign Projects

2006 – State Representative Campaign Manager (Democratic Challenger)

2008 – Tarrant County Democratic Party – Candidate Recruitment Committee

2008 General Election – Tarrant County Democratic Party. Technology Support and Organizing

2009 Texas Democratic Gubernatorial Debate as Lead Planner & Organizer, Hosted at Texas Christian University: Participating: Tom Schieffer, Hank Gilbert, Felix Alvarado. Kinky Friedman. Also Featured: Barbara Ann Radnofsky

2010 Bill White for Texas. Deputy Regional Director for North Texas (42 County Region). Transitioned to Dallas Headquarters Organizer. (Dallas County Only)

2011, Spring – Organized a large coalition of neighborhood associations & business associations to present and plan a Fort Worth mayoral runoff debate.

2011, Spring – Partnered with Tarrant County Democratic Party & Jim Lane for Mayor on Democratic Voter Turnout project. Member of campaign cabinet for runoff.

2011, Fall - Tarrant County Democratic Party Chairman's Brunch Annual Fundraiser – Finance Director & Event Planning, local elected Democrats as speakers, Sen Davis included.

2011, Fall – Spring 2012 Kathleen Hicks Congressional Campaign Manager, Dallas/Fort Worth, Texas

2012, Spring - Tarrant County Democratic Party Senate District Gala – Finance Director & Event Planning. Gilberto Hinojosa & Sen. Kirk Watson, speakers.

2012, Fall - Organizing for America / Obama for America – Deputy Data Director for state of New Mexico

2013, Spring - Ashley Paz Campaign Manager for Fort Worth ISD Trustee challenger to 13 year incumbent. Win.

2013, Summer - Stand with Texas Women

Began lobbying efforts with ACLU of Texas prior to “citizens filibuster” and continued organizing and providing support to the coalition through the end of the vote. Included one bus stop tour as advance.

2013, Summer - Wendy Davis Campaign

Special projects in the Fort Worth campaign office.

2013, Fall to 2013, Spring - Planned Parenthood Federation of America/Community Connect

Affordable Care Act Outreach. Directed a paid canvass to put people through the ACA Application process at the door. Data Management for regional organizing & events.

2014, Spring - Primary GOTV Data Director & Election Fraud Investigation Campaign Manager for a Texas State Representative

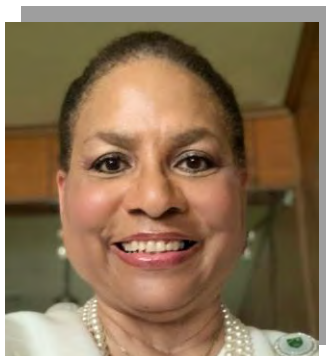
2014, Summer - Data Director Michigan Democratic Coordinated Campaign / DSCC

2014, Fall - Deputy Data Director for Planned Parenthood Texas Votes

2015, Spring - Municipal Election Clients as Campaign Advisor & Strategist in DFW area.

2015 – 2016 – Campaign Manager for top of the ticket Texas Statewide, with Contested Primary falling on Super Tuesday.

2016 – Present – Director for Everytown for Gun Safety / Moms Demand Action for Gun Sense in America



Mattie Peterson Compton

Mattie Peterson Compton, a native of Fort Worth, served 40 years as an Assistant United States Attorney for the Northern District of Texas, Fort Worth Division. During her tenure in office, she served as a line assistant, Deputy Civil Chief, and the Deputy Criminal Chief of the Asset Recovery Unit. Prior to working in the U.S. Attorney's Office, Compton clerked for the late Honorable David O. Belew, U.S. District Judge for the Northern District of Texas, and as an Assistant City Attorney for the City of Fort Worth. A member of the Tarrant County Bar Association, Compton chaired the Tarrant County Bar Foundation, is a Life Fellow of the Texas Bar Foundation, and is the 2017 recipient of the Tarrant County Bar Association's Blackstone Award, its highest honor.

Throughout her career she has also led a number of non-profits in the Fort Worth community. Among them are Easter Seals of Tarrant County, Multi-Cultural Alliance, L. Clifford Davis Legal Association, and Legal Aid of Northwest Texas (formerly West Texas Legal Services). She serves on the Board of Trustees of Smith College in Northampton, MA where she is a Vice-Chair of the Board.

She is the longtime chair of the Harriet Tubman Scholarship at Texas Christian University, Texas Wesleyan University, and Baylor University. She also has served in various capacities on the boards of a number of other non-profit and civic organizations, including United Way of Tarrant County, All Church Home (now ACH), Women's Center, and Child Study Center to name a few. She is a member of Fort Worth Rotary, where she will assume the position of Secretary of the Board of Directors on July 1, 2023.

Compton co-chairs the ACT (Acknowledge, Confess, Transform) Council at Broadway Baptist Church where she is a past chair of the Board of Deacons. She is a member of Fort Worth (TX) Chapter of The Links, Incorporated. During her 38 years of membership in that organization, she has served in a number of leadership positions at the local, area, and national levels. She is also a co-organizer of Fort Worth Dallas Metroplex (TX) Chapter of Chums, Incorporated, where she served as national parliamentarian from 2008-2021.

The recipient of an A.B. in African American studies from Smith College in Northampton, MA, Compton earned her J.D. degree at the University of Michigan School of Law in Ann Arbor, MI. She is licensed to practice law in Texas, and Michigan.

Michael Alfred Background

Mike Alfred is a 5th generation Texan who has called Tarrant County home since 2004, living first in Fort Worth and Arlington for over 10 years, and then in Colleyville for the last 8 years. Married to Caety for 21 years, they are the proud parents of a daughter, Lizzy, who is a senior at Fort Worth Christian; and a son, Colt, who attends Colleyville Middle School. Mike graduated from the University of Texas at Austin in 1995 and graduated with honors (top 10% of his class) from Southern Methodist School of Law in 2000. In 2001, he clerked for the Honorable John H. McBryde, United States District Judge for the Northern District of Texas, Fort Worth Division.

After working for a large, downtown law firm for over 20 years, Mike started his own boutique law firm in January 2023 with offices in Colleyville and Austin, Texas. His focus is on large, complex business, construction, and healthcare matters where he brings a unique skill set that includes tackling the tough cases, problem solving and simplifying complicated issues. Mike has been recognized since 2020 as a Texas Super Lawyer – an honor only given to the top 5% of practicing attorneys in Texas.

Mike's commitment to his community includes coaching youth baseball and football in Colleyville from 2017 to 2023 and serving on Leadership GCISC!, a Leadership Committee for the Grapevine Colleyville Independent School District. Mike and his family attend both The Hills Church in Keller, Texas and Legacy Church of Christ in North Richland Hills, Texas.

PHYLLIS GRISSOM (3661 Jockey Drive, Fort Worth, TX 76244)

A lifelong resident of Tarrant County, Ms. Grissom graduated from Eastern Hills High School in FWISD. She holds a bachelor's degree in journalism from Southern Methodist and a master's degree counseling from the University of North Texas. She has family ties to both Fort Worth ISD and HEB ISD and has served within the Northwest Independent School District on several committees over the last 15 years. From 2018-2024 she also served on the Fort Worth Library Advisory Board. She has also served as the National President of Tri Delta, a national women's organization, from 2012-2016. She and her husband have been married for 24 years and live in North Fort Worth where their children attend Northwest ISD.

Sayeda Bilqees Syed

Colleyville TX

Cell: (817) 913-0474
E-mail: syed4tad@gmail.com

Experience:

- **Tarrant County Appraisal Review Board (TARB)**, Member (January 2019 – March 2021). Served as a full board member, conduct protest hearing between Tarrant Appraisal District (TAD) and property owners including residential, commercial and business personal property and Mineral accounts.
- **Flood Control Engineer**, Trinity Watershed Management, City of Dallas.
- **Executive Engineer**, Progressive Manufacturing Department, Hino Motors Limited, Pakistan.
- **Program Engineer**, Army vehicle project for United Nations.
- **Lecturer, Visiting Faculty Member**, Mechanical and Manufacturing Engineering Department, N.E.D. UET.

Education:

- **ME, Mechanical Engineering** (Specialization in Manufacturing Engineering); (2005) N.E.D. University of Engineering & Technology.
- **BE, Mechanical Engineering** (2002) N.E.D. University of Engineering & Technology.

Residence:

- Colleyville, TX 2013 ~ Present
- Fort Worth, TX 2009 ~ 2013
- Bedford, TX 2007 ~ 2009

Professional Association:

- Member, American Society of Mechanical Engineers (ASME), West Texas Division, since 2012.
- Member, Society of American Engineers (SAE) International, Since 2012.

Colleyville Community Volunteer Experience:

- Planning & Zoning Commission / Capital Improvement Advisory Committee (Sept 2019 ~ Present).
- Metroport Teen Court Advisory Board (Nov 2017 ~ Present).
- Architectural Review Commission (Feb 2018 ~ Nov 2020, Commission dissolved by Colleyville City Council)
- Zoning Board of Adjustment / Sign Board of Appeals (Oct 2018 ~ Oct 2019).

Personal Information:

Born in Pakistan, migrated to United States in 2007 and proudly became US Citizen in 2011. My husband of 18 years, New York native Dr. Adnan Syed, who is a Clinical Pharmacist, he moved to Texas in 2005. Our two children, 11 years old Son Senan Syed and 9 years old daughter Safa Syed are enrolled in Grapevine Colleyville ISD.

Hello, I'm Scott Lindgren, and I am running for the Tarrant Appraisal District (TAD) Board of Directors.

I retired from AT&T after 29 years, starting as a technician and retiring as Director of Field Operations, where I managed teams of over 2,000 employees and oversaw a capital and expense budget exceeding \$250M annually. Additionally, I served as AT&T's Chief Information Officer for the AT&T Emergency Operations Center (EOC), directing disaster recovery efforts. Currently, I own and manage two small businesses and am actively involved in their daily operations.

I have served on the Haltom City Planning and Zoning Commission since 2018, including two years as chair. I am also currently serving as Place 4 on the Haltom City Council. My community involvement extends to serving on the Boy Scouts of America Fort Worth Council Board from 2009 to 2023, with a current role on its Advisory Board. Furthermore, I served on the Board of Directors for 1-800-DIG-TESS (811 for Texas) from 2007 to 2008. I have additional experience serving on various subdivision and non-profit boards. I hold two patents through AT&T Labs and have been honored with the Silver Beaver Award by the Boy Scouts. I served as lead for many mentoring circles and internships through the years, and I am an absolute believer in Servant Leadership.

My wife, Sue, and I have been longtime residents of Haltom City. Our children attended Keller School District, and two of them remain local. We frequently babysit our grandchildren and are longtime members of Milestone Church in Keller, where our children work.

I respectfully ask for your consideration in electing me to the TAD Board. Tarrant County is a wonderful place with outstanding schools, city services, and dedicated police and fire departments. I've witnessed the county's growth and the substantial increase in property values over the years. I also understand how property values impact school budgets, city budgets, hospitals, and other institutions affected by TAD decisions.

This year presents unique challenges, such as funding for school resource officers and significant changes to Tarrant County EMS. I believe the current TAD board has not fully put the forethought needed in these and other pressing issues. I bring a strong background in business and finance, as well as the perspective of a resident and property taxpayer in Tarrant County for over 24 years.

Thank you for your time and consideration.

Sincerely,

Scott Lindgren