



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

April 14, 2025

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 is requested to complete the Speaker's Form prior to speaking or may email mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

1. Working for You... Trophy Club
 - a) Update from Town Manager (Brandon Wright, Town Manager)
 - b) Update from Town Council Members
 - 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 minutes from the following meetings: the March 10, 2025, Town Council Regular Meeting; the March 10, 2025, Joint Work Session of the Town Council

and Economic Development Corporation; and the March 24, 2025, Town Council Work Session. (Tammy Dixon, Town Secretary)

3. Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule", Article A1.000 "General Provisions," Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area. (April Duvall, Director of Finance)
4. Consider an ordinance of the Town of Trophy Club amending Chapter 13, Article 13.02 "Solid Waste" of the Code of Ordinances, by repealing Division 1 in its entirety and adopting a new Division 1; by amending Division 2 "Scavenging Refuse" of Article 13.02 "Solid Waste" by replacing Section 13.02.041 "Definitions" in its entirety; and providing for solid waste collection. (Tamara Smith, Assistant to the Town Manager)
5. Consider an ordinance for the Town of Trophy Club approving the annual rate for solid waste and recycling services from the Town's franchise vendor, Community Waste Disposal, effective June 1, 2025. (Tamara Smith, Assistant to the Town Manager)
6. Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule," Article A1.000 "General Provisions," Section A1.010 "Municipal Court," by adding a new Subsection (h) "Credit Card Fees," of the Code of Ordinances. (April Duvall, Director of Finance)
7. Consider authorizing the Town Manager to terminate the interlocal agreement between the City of Fort Worth and the Town of Trophy Club for Household Hazardous Waste Program. (Brandon Wright, Town Manager)
8. Consider a resolution adopting the Town of Trophy Club Investment Policy for Fiscal Year 2024-2025. (April Duvall, Director of Finance)

INDIVIDUAL ITEMS

9. Consider a resolution amending the Thrive Business Grant program, which provides revisions to grant requirements and monitoring and accountability and proposes a new timeline for the second round of business grants. (Tamara Smith, Assistant to the Town Manager)

EXECUTIVE SESSION

Pursuant to Section 551.071 of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Town Council will recess into executive session to discuss the following:

a. Consultation with the Town Attorney to seek legal advice regarding potential amendments to the Interlocal Cooperative Agreement for Administration of Fire Protection Services with Trophy Club Municipal Utility District #1 and any and all legal matters related thereto.

b. Consultation with the Town Attorney to seek legal advice regarding the Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services with Trophy Club Municipal Utility District #1 and any and all legal matters related thereto.

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 Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: April 9, 2025, at 5:10 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: April 14, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the minutes from the following meetings: the March 10, 2025, Town Council Regular Meeting; the March 10, 2025, Joint Work Session of the Town Council and Economic Development Corporation; and the March 24, 2025, Town Council Work Session. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held the following meetings in March: the March 10, 2025, Town Council Regular Meeting; the March 10, 2025, Joint Work Session with the Economic Development Corporation; and the March 24, 2025, Town Council Work Session. The minutes from each of these meetings are presented for Council review and approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 03.10.2025 TC draft minutes
2. 03.10.2025 TC EDC Joint Meeting draft minutes
3. 03.24.2025 TC Work Session draft minutes

ACTIONS/OPTIONS:

Move to approve the minutes from the following meetings: the March 10, 2025, Town Council Regular Meeting; the March 10, 2025, Joint Work Session of the Town Council and Economic Development Corporation; and the March 24, 2025, Town Council Work Session.

Town of Trophy Club Town Council Meeting Minutes
March 10, 2025, 7:00 p.m., Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL MEETING TO ORDER

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

COUNCIL MEMBERS ABSENT

Council Member Place 5 (Vacant)

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
Jill Lind, Director of Communications and Marketing
Matt Cox, Director of Community Development
Tamara Smith, Assistant to the Town Manager

INVOCATION

Pastor Joel Quilé, Bara Church, delivered the invocation.

PLEDGES

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

PUBLIC COMMENTS

Teryl Flynn and Kelly Castonguay announced that the Trophy Club Women's Club will be hosting a Casino Night fundraiser on Saturday, April 12th, from 6:00 to 10:00 PM at Saint Pete's Barn in Roanoke. This event replaces the Art and Garden Festival from last year and is open to the public. Tickets are \$75, and proceeds will benefit Metroport Meals on Wheels, Roanoke Food Pantry, Christ's Haven, and I Can Still Shine. More information can be found at mytcwc.org.

PRESENTATIONS

1. Conduct a Fire Department Swearing-In and Badge Pinning Ceremony

Chief Wise introduced Eric Sampson and Brad Teel, newly promoted Driver Engineers. Mayor Tiffany provided the Oaths of Office and the badge pinning ceremony followed.

2. Proclamation - Town of Trophy Club's 40th Anniversary

Mayor Pro Tem Flynn read aloud the 40th Anniversary proclamation. Mayor Tiffany invited the Council Members and all past Mayors and Council Members present to join her for a photograph. Former Mayors present were Jim Carter, Scott Smith, Nick Sanders, Connie White, and Alicia Fleury.

COMMUNITY SPOTLIGHT

3. Working for You... Trophy Club

a) Update from Town Council Members

Mayor Tiffany announced that the Town was still accepting applications to serve on the Trophy Club Council for Arts and Culture.

Council Member Bauer highlighted a fundraising initiative by TCEVA, announcing that team members have created "We Back the Blue" shirts to support the police and fire departments. The shirts are available for purchase for \$15.

b) Update from Town Manager

Town Manager Wright announced the following events and meetings:

- Breakfast with Tiffany, March 17, Starbucks inside Tom Thumb, 9:00 a.m.
- Trophy Club Women's Spring Community Garage Sale, April 5, 8:00 a.m. – 2:00 p.m.
- Easter Egg Stravaganza and Egg Hunt, April 12, at Harmony Park from 9:00 - 11:00 AM.
- Upcoming Meetings
 - March 17 – Parks and Recreation Board Meeting
 - March 24 – Special Town Council Work Session at 6:00 p.m.
 - April 14 – Regular Town Council Meeting

CONSENT AGENDA

4. Consider approval of the February 24, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

5. Consider a resolution appointing members to the Trophy Club Council for Arts and Culture. (Tammy Dixon, Town Secretary) The caption of the resolution reads as follows:

RESOLUTION NO. 2025-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS TO SERVE ON THE TROPHY CLUB COUNCIL FOR ARTS AND CULTURE; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

6. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$55,000 for topo and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the Wilshire Stormwater/Drainage Project. (Matt Cox, Director of Community Development)
7. Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$445,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the FY 2025 Street Reconstruction Projects including Forest Hill Drive, Paint Rock Court and Palmetto Court. (Matt Cox, Director of Community Development)4. Consider a resolution repealing Resolution 2025-02; adopting updated Town Council Rules of Procedure; providing for amendments to Section 9, "Boards and Commissions," subsection 9.1. c., "Application Review/Appointments." (Tammy Dixon, Town Secretary) The caption of the resolution reads as follows:

Council Member Beach moved to approve Consent Items 4-7. Council Member Bauer seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 6-0

INDIVIDUAL ITEMS

8. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Parkhill in the amount of \$300,550 for Phase II of the Community Pool Project including design development, construction documents, public bidding services, and construction administration services. (Chase Ellis, Director of Parks & Recreation)

Town Manager Wright introduced the item and explained the contract includes construction design, administration, bidding services, and project management. The design has been updated to incorporate a second slide option while maintaining budget flexibility. The final project scope will remain somewhat fluid until the construction phase,

with alternative options in the bidding process to manage costs. The goal is to begin construction immediately after the pool closes for the season, ensuring maximum time for completion before reopening in Summer 2026. The bidding process is expected to take place in July–August 2025, with a tight timeline to finalize design, evaluate bids, and secure a contract before the planned September 2025 construction start.

Council Member Beach moved to authorize the Town Manager to negotiate and execute a professional services agreement with Parkhill in the amount of \$300,550 for Phase II of the Community Pool Project including design development, construction documents, public bidding services, and construction administration services. Council Mayor Pro Tem Flynn seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 6-0

9. Consider authorizing Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to pursue a bond refunding regarding Public Improvement District (PID) No. 1 for interest savings and other matters related thereto. (April Duvall, Director of Finance)

April Duvall, Director of Finance introduced Mark McLliney and Jack McLliney from Samco Capital Markets, who presented an analysis on a potential bond refunding for PID No. 1, as the bonds become callable in June 2025. The proposed refunding could generate over \$4 million in savings, reducing assessments for PID homeowners.

Mark McLliney explained that a bond refunding 10 years ago lowered assessments by \$16.5 million. The new opportunity would replace 3-5% interest bonds with 4% bonds, using trust funds to reduce borrowing. He presented two options: (1) a level debt structure, eliminating a 2% annual increase and saving \$4.13 million, or (2) a shortened term structure, reducing the repayment period by one year with total savings of nearly \$4.5 million.

The Town Council discussed the benefits of each, with some members favoring the shortened term for greater long-term savings.

Council Member Rowe moved to authorize Town staff and the Town's Municipal Advisor, SAMCO Capital Markets, to pursue a bond refunding regarding Public Improvement District (PID) No. 1 for interest savings and other matters related thereto under Scenario 2 accelerated debt service maintaining a level of savings. Council Member Sheridan seconded the motion.

VOTE ON MOTION

AYES: Bauer, Flynn, Sheridan, Tiffany, Rowe

NAYES: Beach

VOTE: 5-1

ADJOURNMENT

Mayor Tiffany adjourned the Town Council meeting at 7:32 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club Town Council and Economic Development Corporation
Meeting Minutes
March 10, 2025, 7:30 p.m., Joint Work Session
1 Trophy Wood Drive, Trophy Club, Texas 76262
EOC Room

CALL WORK SESSION TO ORDER

Mayor Tiffany called the joint work session to order at 7:45 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

COUNCIL MEMBERS ABSENT

Council Member Place 5 (Vacant)

ECONOMIC DEVELOPMENT CORPORATION (EDC) MEMBERS PRESENT

Teri Addington, President
Allan Pedersen, Vice President
James Calaway, Secretary
Greg Fox
Scott Hinshaw
Joseph Longo

EDC MEMEBERS ABSENT

Garrett Wallace

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Tamara Smith, Assistant to the Town Manager
April Duvall, Director of Finance
Matt Cox, Director of Community Development

WORK SESSION ITEM

1. Presentation and discussion of land-use, infrastructure, and site layout options developed for the Small Area Plan Project. (Tamara Smith, Assistant to the Town Manager)

Town Manager Wright provided an update on the small area plan for the region around State Highway 114 and Trophy Wood Drive. The plan focuses on creating a welcoming and vibrant hub with connectivity, integrated development, and a signature public amenity. The goal is to maximize economic impact and establish a unique identity for the area, now named "The Grove at Trophy Club."

He explained the key aspects include strategic development of town-owned properties to enhance surrounding areas, fostering a cohesive design, and improving walkability by diverting focus from Highway 114 to an interior road network. Public feedback has been positive, with residents expressing enthusiasm for the project. Consulting firm McAdams has incorporated community input, and the Economic Development Corporation (EDC) has played an active role in discussions and decision-making. The next steps include reviewing economic projections and phasing strategies to ensure sustainable growth.

Randi Rivera, Planning Director for McAdams, provided an update on the small area plan, emphasizing that it is the result of six to seven months of stakeholder input and biweekly meetings with members of the EDC to refine the project. Two feasible plans have been developed, ensuring required parking and presenting viable opportunities for the area. The plan serves as a guiding document outlining community values and development options but is not regulatory. Any future developments will require a zoning change subject to council approval. The plan will also include implementation strategies to support informed decision-making for future growth in Trophy Club.

Chris Branham from Catalyst Commercial presented an analysis of the retail potential for the small area plan. His company assessed current shopping patterns, identifying where customers come from and their demographic characteristics. A trade area was established to evaluate income growth, population projections, and retail spending over the next five years. The findings indicate a 20-25% increase in incomes and steady population growth, supporting strong retail absorption. Given low retail vacancy rates in DFW, the proposed retail space is expected to be successfully utilized. Chris also reviewed city-owned parcels, highlighting tax-exempt properties and potential tax revenue projections based on two development concepts. The analysis focuses on short- to medium-term impacts, excluding any long-term redevelopment scenarios.

The Town Council, EDC members, and the Small Area Plan Team engaged in a detailed discussion regarding the proposed small area plan, addressing key development concepts, infrastructure considerations, and long-term planning strategies discussing the following key points:

- **Development Phases & Approach:** The plan will focus on properties the Town controls while outlining potential redevelopment options for currently developed properties. It will be structured into short-, medium-, and long-term projects.

- **Mixed-Use Development & Housing Preferences:** Condos are preferred over rental properties for any residential components. For the 5-acre lot next to HG Sply, acceptable uses include condos, parking, retail, restaurant, and office space in a Mixed-Use development. The 2+ acre lot in front of Town Hall should include condos, retail, and restaurant space with a public use area, but any public amenity should be commercially focused.
- **Infrastructure & Roadways:** The preference is not to narrow Trophy Wood Drive; if narrowing occurs, alternative entry and exit points should be explored. There is broad support for an alternate entry point beyond HG Sply that loops into Plaza Drive.
- **Presentation & Communication:** The final plan should be less visually structured to avoid giving the impression of finalized designs. Instead, it should focus on broad concepts and flexible development scenarios.
- **Economic Viability & Future Planning:** The Council emphasized ensuring the plan attracts quality developers while maintaining financial sustainability. A follow-up workshop on the TIRZ (Tax Increment Reinvestment Zone) will be scheduled to explore funding and development opportunities.

The Small Area Plan Team will refine the final plan based on these discussions, and it will be presented to the EDC and Council for approval at a future date.

ADJOURNMENT

Mayor Tiffany adjourned the joint work session at 9:39 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club Town Council
Meeting Minutes
March 24, 2025, 6:00 p.m., Work Session
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

COUNCIL MEMBERS ABSENT

Council Member Place 5 (Vacant)

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
April Duvall, Director of Finance
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
Denise Deprato, Director of Human Resources

WORK SESSION ITEM

Mayor Tiffany opened the workshop and acknowledged the importance of unified and transparent communication among the Town, the Trophy Club Municipal Utility District No. 1 (TCMUD), and residents. The goal of the meeting was to provide consistent information to the public and explore next steps following the TCMUD boundary expansion.

1. Presentation and discussion regarding the Trophy Club Municipal Utility District #1(District) boundary expansion and governmental services transfer initiative and related impacts to interlocal agreements between the Town and District. (Brandon Wright, Town Manager)

Town Manager Wright provided an in-depth overview of the long-standing cooperative relationship between the Town and TCMUD for the provision of water, sewer, fire, and EMS services highlighting the following:

- **Boundary Expansion:**
 - Approved by both the Town and TCMUD in October 2024.
 - Finalized and effective January 1, 2025.
 - All Trophy Club properties now fall within TCMUD boundaries.
 - Residents previously under PID assessment now pay TCMUD property taxes (tax-deductible).
 - All residents can now vote in TCMUD elections, improving representation and tax equity.
- **Service Reallocation Goals:**
 - Full transfer of Town's public water system to TCMUD.
 - Full transition of fire services to the Town.
 - Streamline operations and reduce inter-agency complexity.
- **Election Discussion:**
 - TCMUD requested a non-binding referendum in May 2025.
 - The Town clarified that only binding referenda are allowed under state law.
 - The Town proposed coordinated binding elections in November 2025.
 - TCMUD declined the Town's proposal, pausing further progress on service reallocation.
- **Current Status**
 - Boundary Expansion is Complete.
 - Service Transfer is Paused pending further initiative from TCMUD directors.
- **Interlocal Agreement Concerns**
 - The ILA outlines shared funding for personnel and service costs, but the District has no capital funding mechanisms in its current budget.
 - The Town continues to subsidize certain expenses and seeks clarity on the District's long-term funding strategy.
- **Collaboration Needs**
 - The Town emphasized the need for continued joint planning to address fire station infrastructure, equipment replacements, water system ownership transition, and alignment on staffing and funding obligations.
 - The Town is ready and willing to proceed with water system and fire service transfers when TCMUD is ready.
- **Next Steps**
 - A joint workshop with the TCMUD is planned for June 2025
 - Key topics include capital funding commitments, fire department staffing agreements, and future funding mechanisms.

ADJOURNMENT

Mayor Tiffany adjourned the work session at 7:39 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance of the Town of Trophy Club amending Appendix A "Fee Schedule", Article A1.000 "General Provisions," Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

On March 17, 2025, the TCMUD No. 1 (District) Board of Directors convened to review and approve adjustments to its water and sewer rates. Per the Amended and Restated Contract for Wholesale Water Supply, Wastewater Treatment Services, and Water/Wastewater Operational Services, the Town is required to adopt a Town Rate Order mirroring any changes made by the District Board.

The 2025-0317A Rate Order establishes water and sewer rates and billing procedures for residents and businesses. It details base charges and penalties for late payments or service violations. The order also addresses service fees and compliance requirements, and outlines policies defining customers' rights and responsibilities as service users.

The Rate Order changes approved by the District Board include Subsection (c)(2) & (3) "Meter Fee".

"(C) Meter Fee:"

(2) 1" meter: changed from \$428.00 to \$538.00

(3) 1-1/2" meter: changed from \$905.00 to \$1,568.00

The attached documents outline these modifications.

BOARD REVIEW/CITIZEN FEEDBACK: The District Board approved Rate Order No. 2024-0918A on March 17, 2025, implementing amendments to water meter fees.

FISCAL IMPACT: The Town of Trophy Club does not receive revenues related to water or sewer fees. Water and sewer revenues are collected and retained by the District.

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

ATTACHMENTS:

1. Ordinance
2. TCMUD#1 Rate Order

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance amending Appendix A "Fee Schedule", Article A1.000, Section A1.014 "Water and Wastewater Fees for Public Improvement District No. 1" to establish fees and rates for water and sewer services to customers within the service area.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING SUBSECTION (c)(2)&(3) "METER FEE", OF SECTION A1.014 "WATER AND WASTEWATER FEES FOR PUBLIC IMPROVEMENT DISTRICT NO. 1", OF ARTICLE A1.000 "GENERAL PROVISIONS", OF APPENDIX A "FEE SCHEDULE", OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENT; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, fees imposed by the Town are adopted by Ordinance and are codified in Appendix A of the Code of Ordinances of the Town; and

WHEREAS, Appendix A, Article A1.000, Section A1.014 of the Code of Ordinances, Town of Trophy Club, Texas, contains water and wastewater fees for the Trophy Club Public Improvement District No. 1 (hereinafter "PID"), including monthly residential (single-family) and commercial water fees; and

WHEREAS, the Town is the owner and operator of a water and sewer system designed to serve present and future inhabitants of the PID (the "Town System"); and

WHEREAS, under the Amended and Restated Contract for Wholesale Water Supply and Wastewater Treatment Services and Water and Wastewater Operational Services between the Town and Trophy Club Municipal Utility District No. 1 (the "MUD") dated July 25, 2017, and as subsequently amended by the Town and the MUD (collectively the "Contract"), the MUD has agreed to provide the Town with wholesale water and wastewater services and with operations services related to the Town System within the boundaries of the PID Property, as that term is defined in the Contract; and

WHEREAS, the Contract requires that the MUD shall provide to Town any amended or revised MUD Rate Order adopted by the MUD, and the Town shall adopt a Town Rate Order identical to the amended or revised MUD Rate Order; and

WHEREAS, the Town received MUD Rate Order No. 2025-0317A, which was approved by the MUD on March 17, 2025, with an effective date of April 1, 2025; and

WHEREAS, Town Council finds and determines that this Ordinance meets its contractual obligations pursuant to the Contract and is adopted in the exercise of the Town's governmental functions and legislative power and is necessary to protect the health, safety, and welfare of the general public and the citizens of the Town.

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

SECTION 1.
INCORPORATION OF PREMISES

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

SECTION 2.
AMENDMENTS

Only Subsection (c)(2) & (3) "Meter Fee" of Section A1.014 "Water and wastewater fees for Public Improvement District No. 1", of Article A1.000 "General Provisions", of Appendix A "Fee Schedule", of the Code of Ordinances, Town of Trophy Club, Texas, is hereby amended and replaced in its entirety as follows, and all other subsections not expressly mentioned hereafter shall remain the same:

"(C)Meter Fee:"

- (2) 1" meter: \$538.00
- (3) 1-1/2" meter: \$1,568.00

SECTION 3.
CUMULATIVE

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

SECTION 4.
SEVERABILITY

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

SECTION 5.
SAVINGS

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

SECTION 6.
PENALTY

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

SECTION 7.
PUBLICATION

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

SECTION 8.
EFFECTIVE DATE

This Ordinance shall take effect, in accordance with law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 14th day of April 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

**RATE ORDER
TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO.1
ORDER NO. 2025-0317A**

AN ORDER ESTABLISHING POLICIES, PROCEDURES, AND RATES FOR WATER AND SEWER SERVICE; PROVIDING FEES FOR CONNECTION, RECONNECTION, INSPECTION, ACCURACY READINGS, AND RETURNED CHECKS; REQUIRING DEPOSITS FOR SERVICE; PROVIDING A PENALTY FOR DELINQUENT PAYMENTS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

WHEREAS, Trophy Club Municipal Utility District No. 1 (the "District") is the owner and/or operator of a water and sewer system designed to serve present and future inhabitants within the District and the Trophy Club Development; and

WHEREAS, the District's most recent Rate Order was adopted on September 18, 2024 (Order No 2024-0918A), and additional modifications are needed. The District desires to establish all of its rate policies in a single new Rate Order; and

WHEREAS, the Board of Directors of the District has carefully considered the terms of this Rate Order No. 2025-0317A and is of the opinion that the following conditions and provisions should be established as the policies, procedures, and rates for obtaining service from the District's water and sewer system.

THEREFORE, IT IS ORDERED BY THE BOARD OF DIRECTORS OF TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

**ARTICLE I
TAP FEES AND CONNECTION POLICY**

Section 1.01. Initiation of Water and Sanitary Sewer Connections. Each person desiring a water and sanitary sewer service connection to the District's System shall be required to pay such fees as set forth in this Order. No service shall be established or re-established until such fees are paid. All service connections are subject to all other rules, regulations, and policies of the District.

A. Certification of System. Connections shall not be made to the District's System or portions of the System until the District's engineer or District staff has certified that the System or applicable portion thereof is operable and meets all regulatory requirements.

B. Backflow Prevention. No water connections from any public drinking water supply system shall be allowed to any residential or commercial establishment where

an actual or potential contamination hazard exists unless the public water facilities are protected from contamination.

At any residential or commercial establishment where an actual or potential contamination hazard exists, protection shall be required in the form of a backflow prevention assembly. The type of assembly required shall be specified by the District.

The existence of potential contamination hazards without installation having been made of the means of control and prevention as set out in the preceding paragraph; or the same having been installed, there is a failure to properly maintain the same, shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the health hazard no longer exists, or when the health hazard has been isolated from the public water system in accordance with the foregoing requirements.

All backflow prevention assemblies that are required according to this section shall be tested upon installation by a recognized backflow prevention assembly tester and certified to be operating within specifications. Backflow prevention assemblies that are installed to provide protection against health hazards must also be tested and certified to be operating within specifications at least annually by a recognized backflow prevention assembly tester.

The Customer shall, at his expense, properly install, test, and maintain any backflow prevention device required by this Rate Order. Copies of all testing and maintenance records shall be provided to the District within ten (10) days after maintenance and/or testing is performed.

If the Customer fails to comply with the terms of this Order, the District shall, at its option, either terminate service to the property or properly install, test, and maintain an appropriate backflow prevention device at the service connection at the expense of the Customer. Any expenses associated with the enforcement of this agreement shall be billed to the Customer.

C. Availability of Access/Obstructions. By application for connection to the District's System, the Customer shall be deemed to be granting to the District and its representatives a right of ingress and egress to and from the meter or point of service for such installation, maintenance, and repair as the District, in its judgment, may deem reasonably necessary. The Customer shall also be deemed to be granting to the District and its representatives a right of ingress and egress to the Customer's property, including the exterior of the Customer's premises, for the purpose of performing the inspections and completing the Customer's Service Inspection Certifications required by the District's rules and regulations. Taps and connections will not be made when, in the opinion of the District, building materials or other debris obstructs the work area or the work area is not completed or finished to grade. When sidewalks, driveways or other improvements have been constructed prior to application for service, such application shall be construed and accepted as the

Customer's waiver of a claim for any damages to such improvements resulting from the reasonable actions of the District in installation of the connection.

Section 1.02. Residential Fire Lines, Connections, and Fees. A residence of at least six thousand (6,000) square feet but less than eight thousand (8,000) square feet shall have installed on its one-inch (1") water service line, for fire protection, a one-inch (1") U-branch, with a separate meter and meter-box. The cost of installation, including parts, equipment, and labor shall be quoted at the time of request and is payable at the time of permitting.

A residence of eight thousand (8,000) square feet or greater, in addition to its regular one-inch (1") water service line, shall have installed a separate one-and one-half (1 ½ ") water service line for fire protection with its own meter and meter-box. The cost of connection and installation of the fire line and meter shall be quoted at the time of request and is payable at the time of permitting.

Section 1.03. Connections by District. All Connections to the District's water and sewer system shall be made with written approval of the District and in accordance with the District's Plumbing Code and its rules and regulations.

No person except the General Manager or his/her authorized agent shall be permitted to tap or make any connection to the mains or distribution piping of the District's water system, or make any repairs, additions to, or alterations in any meter, box, tap, pipe, cock, or other fixture connected with the water system or any manhole, main, trunk or appurtenance of the District's sanitary sewer system. No sewer connection shall be covered in the ground and no house lead shall be covered in the ground before it has been inspected and approved by a licensed plumbing inspector with jurisdiction of the site.

Section 1.04. Water and Sewer Tap Fees. Fees for water and sewer taps performed by the District are as follows:

Water and Sewer Service Taps: Actual cost plus 10%. An estimate will be provided prior to work being performed.

When water taps have been made by someone other than the District personnel, there is an installation/inspection fee of fifty dollars (\$50.00) plus the cost of the appropriate meter.

Section 1.05. Inspections and Fees. Fees for permits and for plumbing inspections (other than for sewer and backflow inspections referred to below in subparagraphs A and B) should be paid to the city or town in which the property is located or to the District if the property is not located within a city or town.

A. Sewer Inspection and Fees. Sewer connections and house service lines shall be inspected by the District. An inspection fee of one hundred fifty dollars (\$150.00) shall be paid to the District for each connection to the District sanitary sewer system. Installations that fail to conform at any time to the rules and regulations shall be disconnected. Any customer whose connection is disconnected for such failure shall be notified as to the basis for such disconnection. After noted deficiencies have been

corrected, a re-inspection shall be made upon payment to the District of a re-inspection fee of twenty-five dollars (\$25.00), plus payment by the customer of all outstanding charges. If subsequent re-inspections are required before the sewer connection and service lines are in compliance with the rules and regulations, a re-inspection fee of twenty-five dollars (\$25.00) shall be paid to the District for each subsequent re-inspection. Inspections by the District requested after regular business hours will be charged at a minimum of one hundred dollars (\$100.00).

B. Backflow Inspections. Backflow installations (residential and commercial) that require annual inspections must have a certified Backflow Technician perform the testing and submit the report annually to the District.

C. Swimming Pool Discharge into Sanitary Sewer System. New swimming pools permitted on or after June 24, 2005, shall have all backwash and/or drainage from said pool discharge into the sanitary sewer system. Owners of pools built or permitted prior to July 1, 2005, are not required to retrofit the pool equipment and tie into the sanitary sewer. However, swimming pool backwash and drainage must drain to grassy areas and is not permitted to flow into the storm drain system, creeks, or other waterways.

For swimming pools discharging to the sanitary sewer system, an indirect connection shall be made by means of an air break, discharging into a tailpiece installed a minimum of six inches (6") (or 152 mm) above adjacent grade. The tailpiece shall be connected to a minimum three-inch (3" or 76mm) p-trap not less than twelve inches (12" or 304 mm) below grade which discharges into the yard cleanout riser. Backwash systems shall not flow onto neighboring properties or into the storm sewer. The tie-in and inspection fee shall be seventy-five dollars (\$75.00) to be paid at the time of issuance of the pool permit.

Section 1.06 Temporary Water Service-Construction Meters.

A. Construction Meters. The District shall be authorized to make a temporary connection to any fire hydrant or flushing valve upon request for temporary water service. All temporary service shall be metered and billed to the temporary customer as provided herein. All unauthorized withdrawal of water from flushing valves, fire hydrants, or other appurtenances of the District's System is prohibited.

B. Application and Deposit. Each temporary customer desiring temporary water service shall be required to execute an application for such temporary service and shall provide a security deposit of one thousand five hundred dollars (\$1,500.00). The deposit shall be made by cashier's check or money order payable to the District. The deposit shall be used by the District to secure the payment for temporary water supplied by the District, the installation fee, and the cost of repair

of any damage caused by the temporary customer. The balance of the security deposit, if any, shall be refunded after disconnection from the District's System.

C. Construction Meter Fees and Rates. Construction meters will be charged the same monthly rates (base fee and volumetric rate) for water as commercial accounts as set forth in Article II of this Rate Order.

D. Temporary Construction Meter Use and Billing. Construction meters can be rented by filing an application at the District office and payment of all required deposits. Upon approval of the application, a temporary meter and RPZ will be provided to the applicant. Installation on any fire hydrant or flush valve must be approved by the District and District meters may only be used within the District's service area. The location of installation must be indicated on the application and cannot be relocated unless notification is provided to and approved by the District in advance. Temporary meters may only be rented for a period of ninety (90) days and extensions may be approved upon request and approval. Failure to return a temporary meter or request a usage extension by the due date will result in repossession of the meter and forfeiture of the deposit.

Upon return of a temporary construction meter, an inspection of the meter and RPZ will be performed. Any and all damages to the meter and/or RPZ will be charged to the customer and deducted from the deposit. If the deposit does not cover the total amount of damage, the balance will be billed to the customer and payment must be received by the due date. Failure to pay all charges due will result in suspension of rental privileges until payment in full and may result in collection procedures.

E. Return of Temporary Meter at District Request. The District reserves the right to request the return of a temporary construction meter at any time determined necessary by the District. Should Stage 2 Drought Restrictions or more stringent restrictions be implemented, all temporary construction meters must be returned within three (3) business days of notification by the District. Failure to promptly return the temporary meter within three business days will result in repossession of the meter and forfeiture of the deposit. Should District personnel be unable to locate the temporary meter for repossession, theft charges will be filed against the meter holder with local law enforcement.

Section 1.07 Service Outside the District. The rates and charges stated in this Rate Order are for services to customers and property located within the boundaries of the District. Any service to a customer or property located outside the boundaries of the District shall be granted only upon approval by the Board of Directors of the District. Out of District customers will pay the adopted rates for in District customers plus 15% for both water and sewer base and volumetric rates. For the purpose of customer classification, Trophy Club Park at Lake Grapevine is considered "in-district" and subject to all rates and service provisions related to in-district customers.

Section 1.08 Service to New Development and Extension of Facilities.

A. New Service Connections and Extension of Facilities. New service connections and extension of facilities must be constructed and installed in accordance with the District's Rules Governing New Service Connections and Extension of Facilities as approved through separate Resolution by the Board of Directors. **Applicants for Non-Standard Service must submit all required information and pay all fees prior to conveyance of facilities and service commencement.**

B. Application Fee for Non-Standard Service. Upon request for non-standard service an application fee of one hundred fifty dollars (\$150) must be submitted.

C. Design of Facilities. All water and wastewater facilities to be constructed to extend service to new developments must be designed by a professional engineer licensed in the State of Texas at the applicant's expense. The District must approve the plans and specifications prior to the commencement of construction. At the time of plan review submittal, the applicant must provide payment to the District in the amount of two thousand five hundred dollars (\$2,500.00) as deposit for review of each set of plans and specifications reviewed by the District's engineer. The actual final fee for plan review by the District's engineer shall be provided to the applicant upon approval of the plans. If there is a balance due over the two thousand five hundred dollars (\$2,500) paid by the applicant at submittal, the balance due shall be paid by the applicant prior to receiving District approval of plans and specifications. District construction plans, and specifications shall be strictly adhered to, but the District reserves the right to change order any specifications, due to unforeseen circumstances during the design or construction of the proposed facilities, or as otherwise authorized by applicable laws, to better facilitate the operation of the facility. All expenses and costs associated with a change order shall be charged to the applicant. Service to new developments is subject to available capacity in the District's water and wastewater systems. All new potential developments must seek written approval from the General Manager that capacity is available to serve and may be required to install offsite improvements if capacity is not available with current system infrastructure.

D. Inspection Fees. The District will inspect all infrastructure during construction. Inspection fees of one hundred dollars (\$100) per lot must be paid to the District prior to a notice to proceed being issued. A minimum of five hundred dollars (\$500) for inspection fees is required if less than five (5) lots are to be developed.

Section 1.09 Water Meter Fees.

METER SIZE	WATER METER FEE
5/8"	\$358
1"	\$538
1-1/2"	\$1,568
2" – 10"	Quoted at Time of Purchase

Fees must be received by the District before any connection is installed.

A customer seeking service through an oversized connection line or from a meter larger than a one inch (1") standard meter shall follow the District's policy for new development as outlined in Section 1.07 above. Should approval be granted by the District, the customer agrees to pay the water and sewer rates as outlined in Article II of this Rate Order.

Section 1.10. Fort Worth Impact Fee. Each customer requesting an initial connection shall also pay to the District the applicable City of Fort Worth Impact Fee.

Section 1.11. Title to Facilities. Title to all water meters, water and sewer taps, and all other appurtenances, including meter boxes, shall lie in the District.

ARTICLE II

SERVICE RATES

Section 2.01. Water Service Rates. The following monthly rates for water service shall be in effect for each separate connection within the District. The base rate for each connection (meter) is calculated upon meter size and will be charged for each residential and commercial meter:

(1) Water Rates**BASE RATES:**

Meter Size	Monthly Base Rate
5/8" & 3/4"	\$20.26
1"	\$38.08
1.5"	\$67.54
2"	\$108.06
3"	\$204.80
4"	\$337.68
6"	\$675.38

VOLUMETRIC RATES:

Gallons Used	Rate per 1,000 gallons
0 to 6,000	\$4.69
6,001 to 17,000	\$5.46
17,001 to 25,000	\$6.32
25,001 to 50,000	\$7.34
50,001+	\$8.53

(2) Multi-Unit Buildings.

Each multi-unit building (apartments, townhomes, business complex, etc.) served by a single 5/8" meter or 1" meter shall be billed the base rate for the meter size servicing the building multiplied by the number of units in the building or complex.

Section 2.02. Sewer Service Rates. The following monthly rates for the collection and disposal of sewage shall be in effect for each separate connection within the District:

Residential Sewer Rates: The District uses winter averaging for the purpose of calculating sewer charges on utility bills. The sewer charges are based on average water consumption for three months (December, January, and February billing). The average consumption will be analyzed annually and take effect on the first of April each year.

New customers will be assigned a default value user charge that is equal to the average winter water use for all residential customers. The winter average used for new residential customer is 7,000 gallons.

A customer with a water leak during the averaging months may request a reduction in the sewer usage calculation. Any customer filling a pool after resurfacing, construction or major repairs during the averaging months may request that their winter average calculation be adjusted. Requests for a reduction in sewer usage calculations must be submitted in writing to the General Manager and have documentation showing the construction or repairs as applicable to the issue. The General Manager or a duly authorized representative may adjust the metered water usage in determining the winter average. To assist in establishing winter averaging sewer rates, customers are encouraged to submit requests for sewer average reductions no later than March 15th.

A. Residential Sewer Rates:

	Base Rate:	\$ 22.15
0	to 4,000	\$ 3.57
4,001	to 8,000	\$ 5.09
8,001	to 12,000	\$ 7.18
12,001+		\$ 10.22

B. Commercial Sewer Rates:

	Base Rate:	\$ 22.15
	Volumetric Rate:	\$ 8.57

*Commercial sewer usage is billed based on actual water usage per month

C. Multi-Unit Buildings.

Each multi-unit building (apartments, townhomes, business complex, etc.) shall be billed the base rate for each meter servicing the building and sewer usage will be billed based on actual water usage per month.

Section 2.03. Effluent Charge. The effluent from the District's wastewater treatment plant will be sold pursuant to separate contracts entered into with the District and approved by its Board of Directors.

Section 2.04. Master Meter (Cooling Tower Calculation). The water usage from the master meter reading minus the reading from the "Blow Down" meter equals the "evaporation." Water usage less "evaporation" equals sewer usage for billing purposes.

Section 2.06. Regulatory Assessment. Pursuant to Section 5.235, Texas Water Code, and 30 TAC 291.76, the District shall collect and pay an annual regulatory assessment fee to the Texas Commission on Environmental Quality ("TCEQ") in the amount required by law on the total charges for retail water and sewer service billed to its customers annually. The regulatory assessment fee will be detailed separately on customer bills.

Section 2.07. No Reduced Rates or Free Service. All customers receiving water and/or sewer service from the District shall be subject to the provisions of this Order and shall be charged the rates established in this Order. No reduced rate or free service shall be furnished to any customer whether such user be a charitable or eleemosynary institution, a political subdivision, or municipal corporation; provided, however, this provision shall not prohibit the District from establishing reasonable classifications of customers.

ARTICLE III
SERVICE POLICY

Section 3.01. Security Deposits. Security deposits shall be required as follows:

A. Builder's Deposit. A one hundred dollar (\$100.00) security deposit shall be required of builders for each tap made by the District for such service connection, payable at or prior to the time that such tap is made, and the security deposit is refundable to the builder when the account is later transferred to an owner if that account and all other accounts of the builder are current at the time of the transfer; but, if that account or any other account of the same builder is not current at the time of such transfer to an owner, then the security deposit shall be applied against the outstanding balance of the builder's account(s) at the time of such transfer. The District shall deduct from the deposit the cost to repair any damage caused to the District's property by the builder or the builder's employees, contractors, subcontractors, or agents and shall deduct any delinquent water and sewer service bills of the builder. In the event any amounts are deducted from the builder's deposit, it will be incumbent on the builder to reinstate the original amount of the deposit, and failure to do so will result in the suspension of any additional water taps for the builder.

B. Residential and Lessee Deposits. A security deposit of one hundred dollars (\$100.00) shall be required from each residential owner and lessee for a single-family home connected to the District's system. Deposits will be applied to the bill upon twenty-four (24) consecutive months of on-time payments. A deposit will be required to reestablish service due to disconnection. Upon discontinuation of service, the any remaining deposit shall be applied against amounts due, including disconnection fees.

C. Commercial Deposits

COMMERCIAL		
METER SIZE	WATER	SEWER
¾"	\$75	\$60
1"	\$100	\$100
1.5"	\$250	\$200
2"	\$500	\$320
3"	\$1,000	\$700
4"	\$1,800	\$1,200
6"	\$3,750	\$2,500
8"	\$5,400	\$3,600

D. Construction Meters. See Section 1.06 above.

E. Deposits. The District does not pay interest on deposits. The interest drawn by the District on customer deposits is returned into the operating budget of the water/sewer fund to help in providing the lowest possible water and sewer rates for our customers.

Section 3.02. Billing Procedures. All accounts shall be billed in accordance with the following:

A. Due Date and Delinquency. Charges for water and sewer services shall be billed monthly. Payment shall be due on or before the twentieth (20th) day of the month in the month in which the bill was received. Unless payment is received on or before the twentieth (20th) day of the month, such account shall be considered delinquent. If the due date falls on a holiday or weekend, the due date for payment purposes shall be the next working day after the due date. The District shall charge a penalty on past due accounts calculated at the rate of fifteen percent (15%) per month on water and sewer charges. The rates for water and sewer service shall depend upon the type of user and upon whether the water used has been chemically treated, as provided in this Rate Order. All accounts not paid by the due date shall be deemed delinquent and failure to make payment thereafter may result in the termination of water and sewer service.

B. Notice and Appeal. Prior to termination of service, a customer who is delinquent in payment shall be sent a notice that service will be discontinued on or after the fifteenth (15th) day after the date of such notice unless payment in full is received before such day disconnection is scheduled. Notice shall be sent by first class United States mail and shall inform the customer of the amount of the delinquent bill, the date service will be disconnected if payment is not made, and of the customer's right to contest, explain, or correct the charges, services, or disconnection. Service shall not be disconnected where a customer has informed the District of his or her desire to contest or explain the bill. If the customer appears before the Board, the Board shall hear and consider the matter and inform the customer of the Board's determination by sending written notice to the customer by first class United States mail stating whether or not service will be disconnected. In the event of a service disconnection for non-payment, an additional Security Deposit of one hundred dollars (100.00) will be required for Residential homeowners and Lessees to restore service in addition to a fifty-dollar (\$50.00) service fee, and after-hours reconnection charges, if applicable, and any outstanding balance in arrears will need to be brought current. As set out above in Section 3.01, If payment is not received prior to the date that disconnection has been scheduled, a service charge of fifty dollars (\$50.00) will be added to the account. Reconnections made outside of the District's normal business hours at the customer's request will be charged at an additional after hour's fee of one-hundred dollars (\$100.00).

C. Business Hours. For purposes of assessing the foregoing charges, “normal” or “regular” business hours shall mean only the hours between 8 a.m. and 5 p.m., Monday through Friday. All other times, including District holidays, are outside of the District’s normal business hours and will result in the higher charge.

D. Returned Checks and Bank Drafts. A twenty-five-dollar (\$25.00) charge will be charged to the customer’s account for any check or ACH bank draft returned by the bank. Any amounts due on an account which have been paid with a check or ACH bank draft that has been returned by the bank must be paid in full by cash, cashier’s check or money order, including all late charges and returned check charges, within ten (10) days from the day the District mails notice to the customer or otherwise notifies the customer that the check or ACH bank draft has been returned by the bank.

E. Same-Day Service. An additional charge of twenty-five dollars (\$25.00) shall be made when a customer requests same-day service. As an example, this charge will be implemented upon request by a customer for same-day service to start or terminate water and sewer service or to perform re-reads the same day as requested.

F. Accuracy Reading Fee. A meter accuracy reading fee in the amount of twenty-five dollars (\$25.00) shall be charged to a customer by the District for each meter accuracy reading made by the District for such customer when the original reading appears to be accurate. If the original meter reading appears to be in error, no fee will be charged. Each customer will be allowed one accuracy meter reading per calendar year at no charge. **Should a customer request that a meter be removed, and bench tested by an outside source, then a fee of one hundred twenty-five dollars (\$125.00) will be charged to the customer. If the meter fails to meet American Water Works Association standards for in-service meters, then the customer will be given a credit offsetting the amount of the charge.

G. Meter Data Logging Fee. Each customer will be allowed one data log at no cost per fiscal year. A fee of twenty-five dollars (\$25.00) shall be charged to a customer by the District for each meter data logging service performed thereafter. Meter data logging service can only be provided during regular business hours.

Section 3.03. Entitlement. Water and sewer service shall be provided to customers in accordance with all TCEQ rules covering minimum water and sewer standards.

Section 3.04. Unauthorized and Extraordinary Waste. The rates established herein are applicable for Domestic Waste as defined herein. Customers proposing to generate other types of waste will be assessed additional charges as established by the District.

Section 3.05. Damage to District Facilities.

A. Damage to Meter and Appurtenances. No person other than a duly authorized agent of the District shall tamper with or in any way interfere with a meter, meter box, service line or other water and/or sewer system appurtenance. The District reserves the right, immediately and without notice, to remove the meter or disconnect water service to any customer whose meter has been tampered with and to assess repair charges to the customer, plus a damage fee not to exceed five thousand dollars (\$5,000.00), plus any applicable charge for same day service. The District also reserves the right to file civil and/or criminal charges against any person or entity tampering with the District's public water system and/or sewer system.

B. Repair. It is the responsibility of the customer to maintain and repair the water service line from the point of connection to the District's water meter. The District reserves the right to repair any damage to the District's System and appurtenances without prior notice and to assess against any customer such penalties as are provided by law and such penalties provided for in this Rate Order in addition to those charges necessary to repair the portion of the System so damaged.

C. Video. If at any time a resident/customer wishes to have the District video their sewer line to help the resident determine the condition of their sewer line, the fee will be one hundred fifty dollars (\$150.00) payable to the District assessed on the next month's bill.

Section 3.06. Easements. Before service is established to any customer, the person requesting such service shall grant an easement of ingress and egress to and from the meter(s) for such maintenance and repair as the District, in its judgment, may deem necessary.

Section 3.07. Required Service. No service will be provided by the District unless the customer agrees to receive both water and sewer service, except that permanent irrigation only meters may receive water service only. Irrigation meters cannot be connected to any building plumbing.

Section 3.08. Additional Charges. In all cases where services are performed, and equipment or supplies are furnished to a party or entity not within the District, the charge to said party or entity shall be the District's cost of providing such services, equipment and/or supplies, plus fifteen percent (15%). This shall not apply to services, equipment and/or supplies furnished by the District under an existing Interlocal Agreement.

ARTICLE IV
INDUSTRIAL WASTE

Section 4.01. Industrial Waste Policy. The following policy regarding industrial waste shall be effective:

A. Definition. "Industrial waste" shall mean the water-borne solids, liquids, and/or gaseous wastes (including Cooling Water), resulting from any industrial, manufacturing, trade, business, commercial, or food processing operation or process, or from the development of any natural resource, or any mixture of such solids, liquids, or wastes with water or domestic sewage. The Clean Water Act of 1977, as amended, and the General Pretreatment Regulations contained in 40 C.F.R. 403 contain the requirements for user's discharge of industrial waste into wastewater facilities.

B. Industrial Waste Discharge, Charges, and Rates. If any customer of the District's sanitary sewer system proposes to discharge industrial waste into such system, the Board of Directors of the District shall request the recommendation of the District Engineer and shall establish rates and charges to provide for an equitable assessment of costs whereby such rates and charges for discharges of industrial waste correspond to the cost of waste treatment, taking into account the volume and strength of the industrial, domestic, commercial waste, and all other waste discharges treated and techniques of the treatment required. Such rates shall be an equitable system of cost recovery which is sufficient to produce revenues, in proportion to the percentage of industrial wastes proportionately relative to the total waste load to be treated by the District for the operation and maintenance of the treatment works, for the amortization of the District's indebtedness for the cost as may be necessary to assure adequate waste treatment on a continuing basis.

C. Pretreatment. The Board of Directors of the District shall rely upon the recommendation of the District Engineer and shall require pretreatment of any industrial waste that would otherwise be detrimental to the treatment works or to its proper and efficient operation and maintenance or will otherwise prevent the entry of such industrial waste into the treatment plant.

ARTICLE V
ENFORCEMENT/CIVIL PENALTIES

Section 5.01. Enforcement.

A. Civil Penalties. The Board hereby imposes the following civil penalties for breach of any rule of the District: The violator shall pay the District twice the costs the District has sustained due to the violation up to ten thousand dollars (\$10,000.00). A penalty under this Section is in addition to any other penalty provided by the laws of

this State and may be enforced by complaints filed in the appropriate court of jurisdiction in the county in which the District's principal office or meeting place is located. If the District prevails in any suit to enforce its rules, it may, in the same action, recover any reasonable fees for attorneys, expert witnesses, and other costs incurred by the District before the court. The court shall fix the amount of the attorneys' fees.

B. Liability for Costs. Any person violating any of the provisions of this Order and/or the rules and regulations governing water and sanitary sewer facilities, service lines, and connections shall become liable to the District for any expense, loss or damage occasioned by the District by reason of such violation, and enforcement thereof shall be in accordance with Paragraph A of Section 5.01 of this Order.

Section 5.02. Non-waiver. The failure on the part of the District to enforce any section, clause, sentence, or provision of this Order shall not constitute a waiver of the right of the District later to enforce any section, clause, sentence, or provision of this Order.

Section 5.03. Appeal. Any determination by the District of any dispute regarding the terms and provisions of this order may be appealed to the Board of Directors of the District, which shall conduct a hearing on the matter. The District shall provide the customer with information regarding appeals and hearing procedures upon the customer's request.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Amendments. The Board of the District has and specifically reserves the right to change, alter or amend any rate or provision of this Order at any time.

Section 6.02. Severability. The provisions of this Order are severable, and if any provision or part of this Order or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Order and application of such provision or part of this Order shall not be affected thereby.

ARTICLE VII

REPEAL OF PREVIOUS ORDERS

This Rate Order shall be known as the "2025-0317A Rate Order" (Order No. 2025-0317A) of the District. All previous Orders adopted by the Board of Directors pertaining to the subject matter hereof are each hereby repealed in their entirety as of the effective date hereof.

ARTICLE VIII
EFFECTIVE DATE

This Order shall be effective on April 1, 2025.

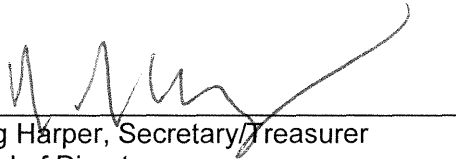
ARTICLE IX
PUBLIC MEETING

It is hereby found that the meeting at which this Order is adopted is open to the public as required by law, and that public notice of the time, place, and subject matter of said meeting and of the proposed adoption of this Order was given as required by law.

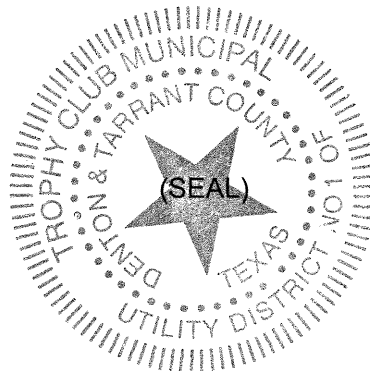
ADOPTED AND APPROVED this 17th day of March 2025.



Kevin R. Carr, President
Board of Directors



Doug Harper, Secretary/Treasurer
Board of Directors





TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

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

AGENDA ITEM: Consider an ordinance of the Town of Trophy Club amending Chapter 13, Article 13.02 "Solid Waste" of the Code of Ordinances, by repealing Division 1 in its entirety and adopting a new Division 1; by amending Division 2 "Scavenging Refuse" of Article 13.02 "Solid Waste" by replacing Section 13.02.041 "Definitions" in its entirety; and providing for solid waste collection. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

The Trophy Club Code of Ordinances includes a solid waste article that outlines how solid waste services are provided in the Town, with details that are specific to the current contract with the existing solid waste provider. On January 13, 2025, the Town Council approved a franchise agreement with Community Waste Disposal (CWD) for solid waste and recycling collection. Since the Code of Ordinances will contain outdated information once the new contract takes effect on June 1, 2025, staff is proposing an ordinance change. This change will reduce the level of detail and incorporate more general references to the effective franchise agreement, ensuring the ordinance remains relevant and adaptable to future changes. Staff recommends these changes to improve clarity and usability of the Code.

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 ordinance as to form and legality.

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the ordinance of the Town of Trophy Club amending Chapter 13, Article 13.02 "Solid Waste" of the Code of Ordinances, by repealing Division 1 in its entirety and adopting a new Division 1; by amending Division 2 "Scavenging Refuse" of Article 13.02 "Solid Waste" by replacing Section 13.02.041 "Definitions" in its entirety; and providing for solid waste collection.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 13 “UTILITIES”, ARTICLE 13.02 “SOLID WASTE”, DIVISION 1 “GENERALLY” OF THE CODE OF ORDINANCES, THE TOWN OF TROPHY CLUB, TEXAS, BY REPEALING DIVISION 1 IN ITS ENTIRETY AND ADOPTING NEW DIVISION 1; AND BY AMENDING SECTION 13.02.041 “DEFINITIONS” OF DIVISION 2 “DISCARDED MATERIALS”; PROVIDING FOR SOLID WASTE COLLECTION; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 10.03 of the Town Charter provides that the Town Council, after public hearing, has the authority to enter into a franchise agreement by ordinance; and

WHEREAS, the Town Council granted a franchise agreement for solid waste collection services with Community Waste Disposal to be effective beginning on June 1, 2025, to provide solid waste management, collection, and disposal services for the benefit of the health, safety, and welfare of the general public; and

WHEREAS, the Town Council is authorized to adopt regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code, and other laws of the state of Texas; and

WHEREAS, the Town Council finds that this Ordinance is in the best interest of the Town and is necessary to preserve and protect the public health, safety, and general welfare of the citizens of the Town and 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 premises and recitals above are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2.

Division 1 “Generally” of Article 13.02 “Solid Waste” of the Code of Ordinances, Town of Trophy Club, Texas, is hereby repealed in its entirety and replaced with the following:

“Division 1 Solid Waste and Recycling Collection and Disposal

§ 13.02.001 Regulations for collection and disposal.

The regulations regarding solid waste collection and disposal, including, but not limited to, the definitions, rates, and charges for solid waste collection services, are contained in the effective franchise agreement for solid waste collection services (the “Franchise Agreement”), which was approved by the Town Council in accordance with Section 10.03 of the Town Charter, and is hereby incorporated into this article by reference and kept on file in the Town Secretary's Office, as amended.

§ 13.02.002 Mandatory solid waste services.

Every owner, occupant, tenant, or lessee using or occupying any building, house or structure within the town shall be required to use the town's approved franchise vendor for solid waste collection service pursuant to the Franchise Agreement and pay the applicable solid waste fee as established by the Franchise Agreement, or otherwise established by ordinance for residential, commercial, or industrial rates.

§ 13.02.003 Duties of residential customers.

It shall be the duty of each residential customer to place refuse and recyclable materials as follows:

- (1)** Each residential customer shall place all refuse (in the case of brush, if the size allows) and recyclable materials in appropriate refuse or recycling containers sufficient in number so that the refuse/recyclable materials shall not become or constitute a public nuisance.
- (2)** Recycling containers and/or other refuse containers shall not be placed at curbside prior to 7:00 p.m. on the day before a pickup day.
- (3)** Recycling containers and/or other refuse containers must be removed from curbside no later than 7:00 a.m. following a pickup day.

- (4) All disabled residents shall be entitled to receive special pickup assistance. In order to receive assistance, disabled residents shall notify the town's approved franchise vendor of his/her need.
- (5) Refuse and all items included for residential collection shall be placed at curbside at the resident's street address in refuse containers and shall be placed and maintained in such a manner as to prevent refuse from being scattered. Refuse placed inside of an allowed cardboard, metal or wooden box, or other unauthorized plastic container shall be bagged in a plastic bag, and no loose trash shall be placed in a cardboard, metal or wooden box, or an unauthorized plastic container.
- (6) Every resident shall notify the approved franchise vendor for the collection of bulky waste exceeding four (4) cubic yards, if such collection is needed. A fee may be assessed in accordance with the fee schedule of the approved franchise vendor.
- (7) No residential customer shall place for collection or disposal, or permit to be placed for collection or disposal, any hazardous waste.
- (8) Every residential customer is hereby required to monitor pickup of their own refuse and recyclable materials. If, after having timely placed containers for collection, such containers are not emptied and the contents removed as may be applicable within twenty-four (24) hours of scheduled collection, the resident shall notify the town's approved franchise vendor and report the non-collection at their address.

§ 13.02.004 Disposal of residential hazardous waste materials.

Residential customers may request collection of hazardous waste through the town's approved franchise vendor. Customers shall follow all guidelines and scheduling requirements set by the vendor for the proper disposal of hazardous waste.

§ 13.02.005 Residential collection of brush.

Brush that is of such a nature that it cannot be placed in a refuse container shall be cut in lengths not to exceed four (4) feet and shall not exceed fifty (50) pounds per bundle. All brush that is of such nature that it may be placed in a refuse container, including without limitation all vines and thorny bushes, shall be placed in a plastic bag prior to placement in a refuse container, and no loose brush shall be placed in a cardboard, metal or wooden box, or an unauthorized plastic container. A resident may receive a special pick-up upon request made through the town's approved franchise vendor. A fee based upon quantity and volume may be assessed in accordance with the approved vendor's fee schedule in effect at the time.

§ 13.02.006 Prohibited acts and conditions.

- (1) It shall be unlawful for any person to sweep, throw, or deposit any refuse, stagnant water, solid waste, or carrion into, upon, or along any public property or private property of another, except as may be specifically provided by the Franchise Agreement or this article.
- (2) It shall be unlawful for any person owning or otherwise in control of any premises within the town to permit any of the conditions described in subsection (a) of this section to exist upon property owned or controlled by them after having actual or constructive notice thereof.
- (3) It shall be unlawful for any person to place in any container any material other than as specifically provided in the Franchise Agreement or this article, including but not limited to hazardous waste.
- (4) It shall be unlawful for any person to deposit or maintain refuse except as provided for by the Franchise Agreement or this article.
- (5) It shall be unlawful for any person to deposit any ignited material in any container used for the disposal of refuse.
- (6) It shall be unlawful for a person to allow or cause the dumping of any construction debris or other refuse, including without limitation that produced as a result of major remodeling or general cleanup of property, at any location within the town, except as provided in the Franchise Agreement or this article.
- (7) It shall be unlawful for any commercial institution or industrial customer to remove the drain plug from any commercial container.
- (8) It shall be unlawful for any person to cause damage to or permit excessive buildup of solid waste, refuse, or other material in refuse or recycling containers.
- (9) It shall be unlawful to deposit household, commercial, or industrial waste in Town owned or controlled public waste receptacles intended for pedestrian or public space use.

§ 13.02.007. Removal of debris from construction or cleanup of property.

Construction debris, as that term is defined in the Franchise Agreement, or other refuse resulting from preparation for construction, construction, major remodeling, or general cleanup of property, or sizeable amounts of refuse due to construction, construction preparation, remodel, or general cleanup of property, will not be removed by the town or the town's authorized franchise vendor as a regular service. The property owner, or its contractor or authorized agent, shall have such construction debris removed at its own expense. A property owner, or its contractor or authorized agent, shall request a pick-up from the town's approved franchise vendor for the removal of construction debris in accordance with the Franchise Agreement. A fee for such service

may be assessed in accordance with the approved vendor's fee schedule.

§ 13.02.008 Penalty.

A violation of any provision of this division is hereby declared to be a public nuisance, and it shall be unlawful for any person to violate any provision of this division, and any person violating or failing to comply with any provision of this division shall be fined, upon conviction, not less than one dollar (\$1.00) nor more than two thousand dollars (\$2,000.00), and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 3.

Division 2 "Scavenging Refuse" of Article 13.02 "Solid Waste" of the Code of Ordinances, Town of Trophy Club, Texas, is hereby amended by replacing Section 13.02.041 "Definitions" its entirety with the following:

"§ 13.02.041 Definitions.

Discarded materials. Recyclable items, reusable items, household trash, garbage, refuse, solid waste, debris, and other waste materials as specifically or generally defined in the Franchise Agreement."

SECTION 4.

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

SECTION 5.

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

SECTION 6.

All rights and remedies of the Town are expressly saved as to any and all violations of the ordinances of the Town that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both

civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

SECTION 7.

The Town Secretary is hereby directed to publish the caption and penalty clause of this Ordinance in the official newspaper of the Town as provided by Section 3.16 of the Town's Charter.

SECTION 8.

This Ordinance shall become effective on June 1, 2025, after passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the Town of Trophy Club, Texas, this the ____ day of _____ 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider an ordinance for the Town of Trophy Club approving the annual rate for solid waste and recycling services from the Town's franchise vendor, Community Waste Disposal, effective June 1, 2025. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: On January 19, 2025, the Town Council approved a franchise agreement with Community Waste Disposal (CWD) for solid waste and recycling collection. Under this contract, service rates will begin at \$25.71 per month starting June 1, 2025. This service includes twice-weekly trash pickup, weekly recycling collection, weekly bulk pickup, bundled brush collection, door-side household hazardous waste collection, six weeks of town-wide leaf collection, and curbside Christmas tree recycling.

Each household will receive one 18-gallon recycling bin with a lid, with the option to request up to three at no cost. Residents may also choose to upgrade to a 95-gallon polycart for an additional \$3.41 per month. More details on collection services and schedules will be shared with residents before the transition, and additional information is available on the Town's website.

Commercial rates will also change with CWD. Commercial rates vary depending on the type of service requested and are detailed in the fiscal impact section and attached documents.

The refuse franchise contract with the Town's current provider, Republic, expires at the end of May 2025. In response to the end of that contract, the Town solicited bids from companies interested in providing solid waste and recycling services to Trophy Club. Based on proposals received, CWD was selected as the best value to residents while continuing to provide twice-per-week collection service and customers' ability to use their own garbage bins or garbage bags at the curb.

CWD will partner with the Town of Trophy Club to maintain high service standards with enhanced options like more recycling choices, bulk waste pickup, and household hazardous waste collection. The Town of Trophy Club had five companies respond to its request for proposals. Various options were presented including reducing service to once-per-week collection or mandating hauler-provided carts for trash and recycling collection. CWD provided the best combination of meeting Trophy Club's desire for twice-per-week collection and collecting garbage bags at the curb at the lowest rate possible.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Annually, CWD will provide the current base price with annual increases based on the DFW Consumer Price Index. Below are the rates established for June 1, 2025 through May 31, 2026.

Residential Rates Beginning June 1, 2025:

	<i>New Rate</i>	<i>Increase from Current Rate</i>
Solid Waste and Recycling:	\$25.71	\$5.16
Solid Waste and Recycling with 95-gallon bin:	\$29.12	\$8.57

Commercial Rates Beginning June 1, 2025: (more details in attachments)

	<i>New Rate</i>	<i>Increase from Current Rate</i>
Commercial Carts (1x week) (more options available)	\$35.24	\$12.56
Front Load Container Rate 2 CU Yds (1x week) (more options available)	\$95.17	\$8.65
Front Load Container Rate 3 CU Yds (1x week) (more options available)	\$110.52	\$10.04
Front Load Container Rate 4 CU Yds (1x week) (more options available)	\$125.91	\$11.45
Front Load Container Rate 6 CU Yds (1x week) (more options available)	\$156.59	\$14.24
Front Load Container Rate 8 CU Yds (1x week) (more options available)	\$187.28	\$17.03
Compactor 30 Yds	\$621.74	NEGO
Compactor 35 Yds	\$621.74	NEGO
Compactor 42 Yds	\$621.74	NEGO
Roll Off 20 Yds	\$532.11	\$12.89 savings
Roll Off 30 Yds	\$606.81	\$20.58
Roll Off 40 Yds	\$773.06	\$33.48

Payments will be processed through the Finance Department and billed by the Trophy Club Municipal Utility District No. 1.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Ordinance

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve an ordinance for the Town of

Trophy Club's annual rate for solid waste services from the Town's franchise vendor, Community Waste Disposal, effective June 1, 2025.

**TOWN OF TROPHY CLUB, TEXAS
ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING ARTICLE A1.000 “GENERAL PROVISIONS” OF APPENDIX A “FEE SCHEDULE” BY ADDING A NEW SECTION A1.017 “SOLID WASTE COLLECTION AND RECYCLING SERVICES FEES” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR AMENDMENT; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, fees imposed by the Town are adopted by ordinance and are codified in Appendix A of the Code of Ordinances, Town of Trophy Club, Texas (the “Code”); and

WHEREAS, Section 10.03 of the Town Charter provides that the Town Council, after public hearing, has the authority to enter into a franchise agreement by ordinance; and

WHEREAS, the Town Council granted a franchise agreement for solid waste collection services with Community Waste Disposal to be effective beginning on June 1, 2025 (the “Franchise Agreement”), to provide solid waste management, collection, and disposal services for the benefit of the health, safety, and welfare of the general public; and

WHEREAS, the Franchise Agreement includes fees and other costs to be charged for solid waste collection and recycling services, and the Town Council is authorized to adopt fees and other regulations for controlling and governing solid waste collection, handling, transportation, storage, processing and disposal pursuant to Chapter 363 of the Texas Health and Safety Code, and other laws of the state of Texas; and

WHEREAS, the Town Council finds that this Ordinance is in the best interest of the Town and is necessary to preserve and protect the public health, safety, and general welfare of the citizens of the Town and the general public.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

SECTION 2.
AMENDMENTS

Article A1.000 “General Provisions” of Appendix A “Fee Schedule” of the Code is hereby amended by adding a new Section A1.017 “Solid Waste Collection and Recycling Services Fees” to read as follows:

“§ A1.017 Solid Waste Collection and Recycling Services Fees.

The fees for solid waste collection and recycling services for the period of June 1, 2025, through May 31, 2026, are shown on **Schedule A** below:

Schedule A

Town of Trophy Club Solid Waste Collection and Recycling Services		June 01, 2025 Customer Rate
Residential Collection - Base Services		
Solid Waste - Twice per week service - Customer bags/bins Bulky Waste - Once per week service - 4 cubic yards Tied & Bundled Brush - Once per week service - unlimited		\$ 20.72
Residential 18 Gallon Recycling Bin (once per week service)		\$ 4.09
Optional - Residential 95 Gallon Recycling Cart (once per week service)		\$ 7.50
Door Side Household Hazardous Waste & Used Electronics		\$ 0.90
Residential Collection - Optional Services		
Excess Residential Brush/Bulk Rate per Yard (chargeable to resident)		N/A
Replacement Carts		N/A
Disaster or Storm Events Service		
Storm Debris Management Per Hour		N/A
* Disposal (per ton)		N/A
Commercial Cart Trash Service		
First Trash Polycart (once a week service)		\$ 35.24
Price for Each Additional Trash Polycart (once a week service)		\$ 17.61
Commercial Cart Recycle Service		
First 95 Gallon Recycle Cart (once a week service)		\$ 27.00
Price for Each Additional Recycle Cart (once a week service)		\$ 14.50
Front Load Commercial Trash Container Services		
2 Cubic Yard Container		
One time per week		\$ 95.17
Two times per week		\$ 185.22
Three times per week		\$ 277.79
Four times per week		\$ 370.38
Five times per week		\$ 462.99
3 Cubic Yard Container		
One time per week		\$ 110.52
Two times per week		\$ 215.92
Three times per week		\$ 323.86
Four times per week		\$ 431.78
Five times per week		\$ 539.71
4 Cubic Yard Container		
One time per week		\$ 125.91
Two times per week		\$ 246.60
Three times per week		\$ 369.91
Four times per week		\$ 493.21
Five times per week		\$ 616.52
6 Cubic Yard Container		
One time per week		\$ 156.59
Two times per week		\$ 308.81
Three times per week		\$ 462.00
Four times per week		\$ 616.01
Five times per week		\$ 769.98
8 Cubic Yard Container		

Town of Trophy Club Solid Waste Collection and Recycling Services		June 01, 2025 Customer Rate
One time per week	\$	187.28
Two times per week	\$	369.43
Three times per week	\$	554.12
Four times per week	\$	738.81
Five times per week	\$	932.54
Extra Pick ups (or refilled and emptied while on site - non-compacted)		
2 cu. Yd. Containers	\$	89.69
3 cu. Yd. Containers	\$	95.14
4 cu. Yd. Containers	\$	103.34
6 cu. Yd. Containers	\$	124.99
8 cu. yd. Containers	\$	149.47
Commercial Special Services		
Container Inside Four Side Enclosures - Per Pick-Up, Per Container	\$	7.84
Caster - (<4 cu. Yd.) Per Pick-up, Per Container	\$	7.84
Locks - Per Pick Up, Per Container	\$	7.84
Container Swap Charge - Per Container	\$	84.00
Front load waste/recycling Overload Fee	\$	50.40
Roll Off Compactors		
35 Cubic Yard Per Haul With Disposal - weekday ** +	\$	621.74
35 Cubic Yard Per Haul With Disposal - weekend ** +	\$	621.74
40 Cubic Yard Per Haul With Disposal - weekday ** +	\$	621.74
40 Cubic Yard Per Haul With Disposal - weekend ** +	\$	671.74
42 Cubic Yard Per Haul With Disposal - weekday ** +	\$	621.74
42 Cubic Yard Per Haul With Disposal - weekend ** +	\$	671.74
* Haul Rates Include 4 Tons of Disposal		
** Plus Disposal Per Ton Over 4 Tons	\$	64.19
+ Excess Payload Per Ton If Truck Exceeds 27 tons	\$	110.33
Open Top Roll Off Containers (Perm and Temp)		
Delivery - weekday	\$	115.51
Delivery - weekend	\$	165.51
Trip Charge - weekday	\$	115.51
Trip Charge - weekend	\$	165.51
Daily Rental	\$	8.90
Weekly Rental (temporary accounts)	\$	38.54
Monthly Rental (permanent accounts)	\$	154.16
20 Cubic Yard Per Haul With Disposal - weekday ** +	\$	532.11
20 Cubic Yard Per Haul With Disposal - weekend ** +	\$	582.11
30 Cubic Yard Per Haul With Disposal - weekday ** +	\$	606.81
30 Cubic Yard Per Haul With Disposal - weekend ** +	\$	656.81
40 Cubic Yard Per Haul With Disposal - weekday ** +	\$	773.06
40 Cubic Yard Per Haul With Disposal - weekend ** +	\$	823.06
* Haul Rates Include 4 Tons of Disposal		
** Plus Disposal Per Ton Over 4 Tons	\$	64.19
+ Excess Payload Per Ton If Truck Exceeds 27 tons	\$	110.33
Town Service and Special Events		
Solid Waste and Recycling Service at:		
City Hall, Police Station, Fire Stations, Public Works and Community Park		NC
City front load services:		
1 - 3yd - 2xWeek - Trash		

Town of Trophy Club Solid Waste Collection and Recycling Services		June 01, 2025 Customer Rate
4 - 3yd - 2xWeek - Trash		N/A
1 - 3yd - 2xWeek - Trash		
1 - 3yd - 2xWeek - Trash		
City Roll Off Services		N/A
65 - 30yd roll off hauls per year		
*CWD Rate excludes 12% Franchise Fee.		

SECTION 3. **CUMULATIVE**

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

SECTION 4. **SEVERABILITY**

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

SECTION 5. **SAVINGS**

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

SECTION 6. **PUBLICATION**

The Town Secretary of the Town is hereby directed to publish the caption of this Ordinance if required by Section 3.16 of the Town's Charter.

SECTION 7. **EFFECTIVE DATE**

This Ordinance shall take effect on June 1, 2025, after passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 14th day of April 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider an ordinance of the Town of Trophy Club amending Appendix A “Fee Schedule,” Article A1.000 “General Provisions,” Section A1.010 “Municipal Court,” by adding a new Subsection (h) “Credit Card Fees,” of the Code of Ordinances. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The Town currently absorbs all credit card processing fees for payments made through the Municipal Court. To recover these costs and promote fiscal responsibility, staff recommends adopting an ordinance to pass the processing fee on to defendants who choose to pay by credit card.

Authorized under Section 132.003(a) of the Texas Local Government Code, municipalities may collect a processing fee that reflects the actual cost incurred. This ordinance would ensure that only those opting for the convenience of credit card payments bear the associated fee, leaving all other payment methods unaffected.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

During the last fiscal year, the Municipal Court processed approximately \$141,000 in credit card payments. At the current processing fee rate of 5%, the Town incurred approximately \$7,000 in credit card fees associated with these transactions. By passing the credit card processing fee on to defendants, rather than the Town absorbing the cost, the Town could realize an annual savings of approximately \$7,000 to \$8,000.

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

ATTACHMENTS:

1. Ordinance
2. Municipal Court Fee Schedule

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve an ordinance amending Appendix A

“Fee Schedule,” Article A1.000 “General Provisions,” Section A1.010 “Municipal Court,” by adding a new Subsection (h) “Credit Card Fees,” of the Code of Ordinances.

TOWN OF TROPHY CLUB, TEXAS

ORDINANCE NO. 2025-xx

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING APPENDIX A “FEE SCHEDULE,” ARTICLE A1.000 “GENERAL PROVISIONS,” SECTION A1.010 “MUNCIPAL COURT,” BY ADDING A NEW SUBSECTION (H) “CREDIT CARD PROCESSING FEE,” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; AUTHORIZING A SERVICE CHARGE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Trophy Club (“the Town Council”), under Chapter 132 of the Texas Local Government Code, has the legal authority and power to adopt processing fees for credit card costs and payments, which is also described as a reimbursement fee under Chapter 132 of the Texas Local Government Code; and

WHEREAS, Section 132.004 of the Texas Local Government Code authorizes the Town to collect a service charge if, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn; and

WHEREAS, the Town Council finds and determines that the fees imposed by this Ordinance are reasonably related to the expense incurred by the municipal official in processing the payment by credit card, and adoption of this Ordinance is reasonable and necessary for the protection of the public’s health, safety, and welfare.

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

**SECTION 1.
INCORPORATION OF PREMISES**

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

SECTION 2. AMENDMENT

The Code of Ordinances, Town of Trophy Club, Texas, Appendix A, “Fee Schedule,” Article A1.000 “General Provisions,” Section A1.010 “Municipal Court,” is hereby amended by adding a new Subsection (h) to read as follows:

“(h) Credit Card Processing Fee: 5% of total payment”

SECTION 3. SERVICE CHARGE

If, for any reason, a payment by credit card is not honored by the credit card company on which the funds are drawn, the Town may collect a service charge from the person who owes the fee, fine, court cost, or other charge. The service charge is in addition to the original fee, fine, court cost, or other charge and is for the collection of that original amount. The amount of the service charge is the same amount as the fee charged for the collection of a check drawn on an account with insufficient funds.

SECTION 4. CUMULATIVE

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

SECTION 5. SEVERABILITY

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

SECTION 6. SAVINGS

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

**SECTION 7.
EFFECTIVE DATE**

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

**SECTION 8.
PUBLICATION**

The Town Secretary of the Town is hereby directed to publish this Ordinance as required by Section 3.16 of the Town's Charter.

PASSED AND APPROVED ON THIS 14th DAY OF APRIL 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

Appendix A. Fee Schedule

ARTICLE A1.000. GENERAL PROVISIONS

§ A1.010. Municipal court.

- (a) Warrant fee: \$50.00.
- (b) Capias fee: \$50.00.
- (c) Transcription fee: \$25.00.
- (d) NSF check fee: \$25.00.
- (e) Driving safety fee: \$9.90.
- (f) Court building security fee: \$3.00 per violation as authorized by state law.
- (g) Court technology fee: \$4.00 per violation as authorized by state law.

(Ordinance 2004-12, ex. A, adopted 3/15/04; Ordinance 2005-10, ex. A, adopted 5/2/05; 2006 Code, ch. 1, sec. 8.10; Ordinance 2011-38, sec. 2.03, adopted 10/17/11; Ordinance 2013-40 adopted 10/21/13; Ordinance 2023-03 adopted 3/28/2023)



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider authorizing the Town Manager to terminate the interlocal agreement between the City of Fort Worth and the Town of Trophy Club for Household Hazardous Waste Program. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY:

This item considers authorizing the Town Manager to terminate the Interlocal Agreement (ILA) between the Town of Trophy Club and the City of Fort Worth for participation in the Household Hazardous Waste (HHW) Program, originally executed in 2017. Either party has the ability to terminate this agreement by providing written notice to the other party at least thirty (30) days prior to the intended termination date. Given that the new contract is set to commence on June 1, 2025, the termination of this agreement will be effective no later than May 31, 2025.

Staff recommends termination based on the Town's recently executed solid waste franchise agreement, which includes monthly door-side collection of household hazardous waste and used electronics for residential customers. Residents can schedule this service in advance at no additional cost and will receive a collection kit for the safe packaging and placement of items such as paints, cleaners, oils, batteries, and electronic waste. As a result, continued participation in the Fort Worth program is no longer necessary.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Terminating the agreement is anticipated to generate fiscal savings of approximately \$4,000 annually, based on the average participation costs over the past five fiscal years.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Current Interlocal Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to terminate the interlocal agreement between the City of Fort Worth and the Town of Trophy Club for Household Hazardous Waste Program.

ORIGINAL

CITY SECRETARY
CONTRACT NO. 49650



INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM
FY2018

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Trophy Club, hereinafter referred to as "Participating City" and located in Denton and Tarrant County, Texas acting herein by and through C. Nick Sanders its duly authorized Mayor (Title) C. Nick Sanders (Name)

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

German Vazquez, Solid Waste Superintendent
Rex Johnson, Environmental Supervisor
Code Compliance – Solid Waste
City of Fort Worth
4100 Columbus Trail
Fort Worth, Texas 76133

If to Participating City:

Tommy Uzee, Director of Community Development

Town of Trophy Club

100 Municipal Drive

Trophy Club, Texas 76262

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: Tommy Uzee telephone number: 682-831-4612
Mobile phone number (24-hour) where he/she can be reached: 817-542-7415
Email Address: tuzee@trophyclub.org

Alternate person is Ron Powell telephone number: 682-831-4680
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: rpowell@trophyclub.org

VOUCHER UTILIZATION

The Participating City:

 DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

 X DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system is used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Tommy Uzee
Name

Community of Development
Department (if applicable)

100 Municipal Drive
Street Address or PO Box

Trophy Club, Texas 76262
City, State, ZIP

tuzee@trophyclub.org
email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.

DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Code Compliance-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC – Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ – Texas Commission on Environmental Quality

2.
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2017 or the date the last party has signed this Agreement. This agreement will be self-renewing infinitely. This agreement will be binding for both parties until one or more parties terminate the agreement. Termination of the agreement shall be provided to both parties 45 days prior to the completion date. However, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive.

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.

G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.

H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for each calendar year on the first scheduled working day after the New Year begins. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how

much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A," attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for

any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5. DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so

herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
 - 1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
 - 2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
 - 3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
 - 4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.

USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating

cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.

REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
 2. the container contents are those originally placed into the container by the manufacturer;
 3. the product is of the quality intended for its use;
 4. the contents of the container have been stored properly;
 5. the instructions on the container label for use, storage, and first aid are current or correct;
 6. the container is in unimpaired condition;
 7. the product is still approved for use (i.e., it has not been banned or recalled); and
 8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

- D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

- F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.

RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.

ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS
OF OPERATION

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.

Saturday 9:00 a.m. - 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

New Year's Day
Martin Luther King Jr. Day
Thanksgiving holiday, Thursday and Friday
Memorial Day
Independence Day
Labor Day
Christmas Day

In addition to the above closures Fort Worth employees may not be available to conduct mobile collection events on other dates to conduct mobile collections within the City of Fort Worth,

although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-1234.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$50.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS
LICENSE AGREEMENT

Fort Worth is the owner of "Captain Crud" and the Cruddies ("Bloomer," "Otto," "Pestie," "Scrub," and "Van Goo") and the recycling buddies ("Scrappy," "Juggles," and "Cana Nana"), "Conquer Your Crud," and "Crud Cruiser", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.

FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

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

SIGNATURE PAGE

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

By:



Fernando Costa

Assistant City Manager

Date: 9/18/17

CITY OF Trophy Club

By:

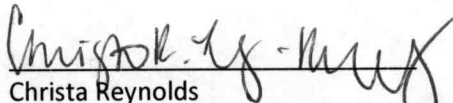


Printed name: C. Nick Sanders

Title: Mayor

Date: 8/22/17

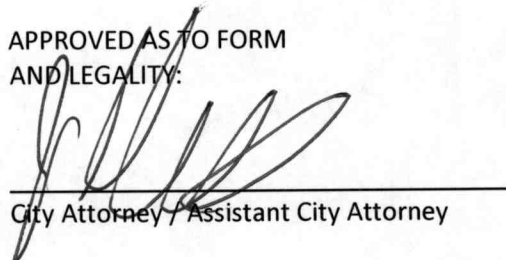
APPROVED AS TO FORM
AND LEGALITY:



Christa Reynolds

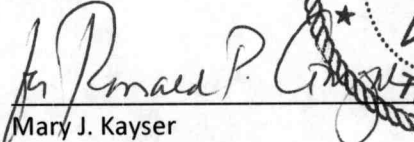
Sr. Assistant City Attorney

APPROVED AS TO FORM
AND LEGALITY:



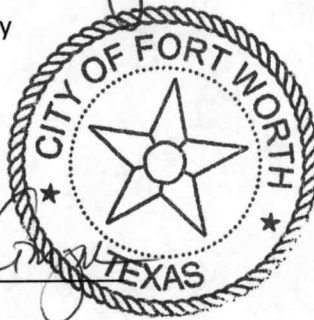
City Attorney / Assistant City Attorney

ATTEST:

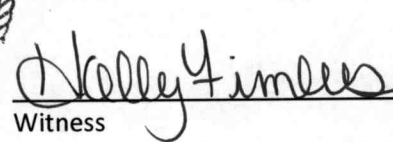


Mary J. Kayser

City Secretary



ATTEST:



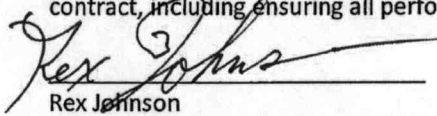
Witness



C-28276 6/13/17
Contract Authorization No.

CITY OF FORT WORTH
CONTRACT COMPLIANCE MANAGER

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

A handwritten signature in black ink, appearing to read "Rex Johnson", is written over a horizontal line.

Rex Johnson

Environmental Supervisor – Environmental Collection Center

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD
HAZARDOUS WASTE

I being the owner of property located at _____
have been asked by the City of _____ to allow a mobile collection event on
my property to collect household hazardous waste on the _____, 20____. I hereby give my
permission to the City of _____ and the City of Fort Worth, to hold a household
hazardous waste collection event on my property in which the City of _____
has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous
waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of Fort Worth or its
officers, agents, and employees and the City of _____ and its officers, agents,
and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any
character that I may have against the City of Fort Worth or its officers, agents, and/or employees and
the City of _____ or its officers, agents, and/or employees for any property loss
or damage, for any and all personal injury including death or any other damage of any kind or character
which may arises or that arises from allowing the City of _____ to hold a household
hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my
property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been
influenced in any extent whatsoever by any representation or statements not contained in this
Agreement.

Signature

Date

Witness

Date

Exhibit "C"

MOBILE COLLECTION DATA FORMAT

[illegible][illegible]



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider a resolution adopting the Town of Trophy Club Investment Policy for Fiscal Year 2024-2025. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: In accordance with the Public Funds Investment Act, the Trophy Club Town Council is required to adopt a resolution affirming that it has reviewed the Town's investment policy and investment strategies not less than annually and approving any recommended changes. Valley View Consulting serves as the Town's investment advisor and provides technical assistance in updating the Town's investment policy consistent with changes in State laws and investment best practices.

Under the Town of Trophy Club Investment Policy, the Town Manager designates the Finance Director and the Chief Financial Analyst as the Town of Trophy Club's Investment Officers. The policy maintains its four primary objectives of safety and preservation of principal, maintenance of sufficient liquidity to meet operating needs, public trust from prudent investment activities, and optimizing interest earnings on the portfolio. This year, only one minor wording update is recommended in Section X Safekeeping and Custody. The proposed change replaces the term "demand or time deposits" with "financial institution deposits" to provide broader and more accurate terminology for bank deposits.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Investment earnings provide revenue for the Town of Trophy Club to reduce the Town's reliance on property taxes and other revenue sources. During the last reported investment quarter ending September 30, 2024, the Town of Trophy Club received \$510,478 for that quarter.

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

ATTACHMENTS:

1. Resolution
2. Investment Policy - Redlined

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution adopting the Town of Trophy Club Investment Policy for Fiscal Year 2024-2025.

**TOWN OF TROPHY CLUB
RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, ADOPTING AN INVESTMENT POLICY FOR FISCAL YEAR 2024-2025 FOR FUNDS FOR THE TOWN OF TROPHY CLUB, 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 Town’s Investment Policy is reviewed annually as part of the budget preparation process; and

WHEREAS, the Texas Public Funds Investment Act (“PFIA”) requires the Town Council, to annually review the Town’s Investment Policy; and

WHEREAS, the Town’s staff has developed the Town’s Investment Policy to comply with all aspects of the PFIA; and

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

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

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

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

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

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas
on this the 14th day of April, 2025.

Jeannette Tiffany,
Mayor

ATTEST:

[SEAL]

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

EXHIBIT “A”



TOWN OF TROPHY CLUB INVESTMENT POLICY

I. POLICY

It is the policy of the Town of Trophy Club that after allowing for the anticipated cash flow requirements of the Town of Trophy Club and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to Trophy Club funds. Trophy Club's investment portfolio shall be designed and managed in a manner to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * Safety and preservation of principal
- * Maintenance of sufficient liquidity to meet operating needs
- * Public trust from prudent investment activities
- * Optimization of interest earnings on the portfolio

II. PURPOSE

The purpose of this Investment Policy is to comply with Chapter 2256 of the Government Code ("Public Funds Investment Act" or "PFIA"), which requires the Town of Trophy Club to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of Trophy Club's funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the Town of Trophy Club. These funds are accounted for in the Town of Trophy Club's Annual Comprehensive Financial Report (ACFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Proprietary Funds
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the Town of Trophy Club, unless specifically exempted from this Policy by the Town Council or by law

The Town of Trophy Club consolidates fund cash balances to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the Town of Trophy Club by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The Town of Trophy Club shall manage and invest its cash with four primary objectives, listed in order of priority: safety, liquidity, public trust, and yield, expressed as optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The Town of Trophy Club shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payments in accordance with the Town's purchasing policies, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety [PFIA 2256.005(b)(2)]

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- ❑ Credit Risk and Concentration of Credit Risk – The Town of Trophy Club will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the safest types of investments.
 - Pre-qualifying the financial institutions and broker/dealers with which the Town of Trophy Club will do business.
 - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
- ❑ Interest Rate Risk – the Town of Trophy Club will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates by limiting the maximum weighted average maturity of the investment portfolio to 365 days. The Town of Trophy Club will, in addition:
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - Invest operating funds primarily in financial institution deposits, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - Diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Liquidity [PFIA 2256.005(b)(2)]

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds, local government investment pools, or other cash equivalents that offer same-day liquidity.

Public Trust

All participants in the Town of Trophy Club's investment process shall seek to act responsibly as custodians of the public trust. The Investment Officers shall avoid any transaction that might impair public confidence in the Town of Trophy Club's ability to govern effectively.

Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. INVESTMENT STRATEGY STATEMENTS

The Town of Trophy Club portfolio will be structured to benefit from anticipated market conditions and to achieve a reasonable return. Relative value among asset groups shall be analyzed and pursued as part of the investment program within the restrictions set forth by the Investment Policy.

The Town of Trophy Club maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios.

Operating Funds

Suitability - All investments authorized in the Investment Policy are suitable for Operating Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for the Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The dollar-weighted average maturity of operating funds, based on the stated final maturity date of each investment, will be calculated and limited to one year or less. Constant \$1.0000 net asset value investment pools and money market mutual funds, and other cash equivalents shall be integral components to maintaining daily liquidity. Investments for these funds shall not exceed a 24-month period from date of purchase.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Operating Funds shall be the rolling three-month Treasury yield.

Reserve and Deposit Funds

Suitability - All investments authorized in the Investment Policy are suitable for Reserve and Deposit Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Reserve and Deposit Funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate reserve fund from investments with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, investments should be of high quality, with short-to-intermediate-term maturities. The dollar-weighted average maturity of Reserve and Deposit Funds, based on the stated final maturity date of each investment, will be calculated and limited to two years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio

constraints. The benchmark for Reserve and Deposit Funds shall be the rolling three-month Treasury yield.

Bond and Certificate Capital Project Funds and Special Purpose Funds

Suitability - All investments authorized in the Investment Policy are suitable for Bond and Certificate Capital Project Funds and Special Purpose Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Bond and Certificate Capital Project Funds and Special Purpose Funds portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of investments held should not exceed the estimated project completion date or a maturity of no greater than three years. The dollar-weighted average maturity of Bond and Certificate Capital Project Funds and Special Purpose Funds, based on the stated final maturity date of each investment, will be calculated and limited to two years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Bond and Certificate Capital Project Funds and Special Purpose Funds shall be the rolling three-month Treasury yield. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond or certificate, when reasonable considering safety and liquidity objectives.

Debt Service Funds

Suitability - All investments authorized in the Investment Policy are suitable for Debt Service Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Debt Service Funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. The dollar-weighted average maturity of Debt Service Funds, based on the stated final maturity date of each investment, will be calculated and limited to one year or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Debt Service Funds shall be the rolling three-month Treasury yield.

VI. RESPONSIBILITY AND CONTROL

Delegation of Authority [PFIA 2256.005(f)]

In accordance with the Town of Trophy Club and the Public Funds Investment Act, the Town Council designates the Town Manager's designee and/or Finance Director and the Chief Financial Analyst as the Town of Trophy Club's Investment Officers. The Town Manager's designee and/or Finance Director is responsible for the overall management of the Town's investment program and may direct the other

Investment Officer in his/her duties. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage funds on behalf of the Town of Trophy Club according to this Policy. Unless authorized by law, no other person may deposit, withdraw, transfer or manage in any other manner the Town of Trophy Club funds. The investment authority granted to the Investment Officers is effective until rescinded.

Quality and Capability of Investment Management [PFIA 2256.005(b)(3)]

The Town of Trophy Club shall provide periodic training in investments for the designated Investment Officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

Training Requirement [PFIA 2256.008 – Local Governments]

In accordance with the Town of Trophy Club and the Public Funds Investment Act, designated Investment Officers shall attend investment training no less often than once every two years and shall accumulate not less than 8 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend training accumulating at least 10 hours of instruction within twelve months of the date the Officer took office or assumed the Officer's duties. The investment training sessions shall be provided by independent sources approved by the Investment Committee, and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA.

Internal Controls (Best Practice)

The Investment Officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town of Trophy Club are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Investment Officers shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Avoidance of collusion.
- Separation of transactions authority from accounting and recordkeeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third-party custodian.

Investment Policy Certification [PFIA 2256.005(k-1)]

A qualified representative, as defined by PFIA section 2256.002(10), of all business organizations, as defined by PFIA section 2256.005(k) as local government investment pools and discretionary investment management firms, must sign a certification acknowledging that the organization has received and reviewed the Town of Trophy Club's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Town of Trophy Club's Policy except to the extent that the authorization is dependent on an analysis of the makeup of the Town's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Town that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority. The Town shall not enter into an investment transaction with a business organization prior to receiving the signed certification.

Prudence [PFIA 2256.006]

The standard of care to be applied by the Investment Officers shall be the “prudent person” rule. This rule states that “Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the Town of Trophy Club’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written, approved Investment Policy of the Town of Trophy Club.

Indemnification

The Investment Officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest [PFIA 2256.005(i)]

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Committee members shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Town of Trophy Club.

An Investment Officer of the Town of Trophy Club who has a personal business relationship with an organization seeking to sell an investment to the Town of Trophy Club shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Town of Trophy Club shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Town Council.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The Town of Trophy Club currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit maybe liquidated early to minimize loss of principal.
- Cash flow needs of the Town of Trophy Club require that the investment be liquidated.

Investments [PFIA 2256.005(b)(4)(A)]

Trophy Club funds governed by this Policy may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act. Investment of Town of Trophy Club funds in any instrument or security not authorized for investment under the Act is prohibited. The Town of Trophy Club will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

1. Obligations, including letters of credit, of the United States, its agencies and instrumentalities, including the Federal Home Loan Banks.
2. Direct obligations of the State of Texas, its agencies and instrumentalities or obligations of agencies, counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm of not less than "A" or its equivalent.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Certificates of Deposit and other forms of deposit issued by a depository institution that has its main office or a branch office in Texas. The deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation ("FDIC") or its successor, or the National Credit Union Share Insurance Fund ("NCUSIF") or its successor, or secured by obligations in a manner and amount as provided by law. In addition, deposits obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments. Funds may also be invested by the Town through a broker that has a main office or branch office in Texas and is selected from a list approved by the Town as required by section 2656.025 of the Public Funds Investment Act or a depository institution that has a main office or branch office in Texas and is selected by the Town are authorized investments if the following conditions are met:
 - a. the broker or depository institution selected by the Town as specified above arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the Town;
 - b. the full amount of the principal and accrued interest of each deposit is insured by the United States or an instrumentality of the United States; and
 - c. the Town appoints a depository bank or a clearing broker registered with the Securities and Exchange Commission Rule 15c-3 (17CFR, Section 240 15c3-3) as custodian for the Town with respect to the deposit issued for account to the Town.
5. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the Town of Trophy Club, held in an account in the Town of Trophy Club's name, and deposited at the time the investment is made with the Town of Trophy Club or with a third-party selected and approved by the Town of Trophy Club. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement, or similar agreement, must be signed prior to investment in a repurchase agreement. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed. (This section pertains to Sweep Accounts and/or Bond Proceeds)
6. No-Load Money Market Mutual funds that: 1) are registered and regulated by the Securities and Exchange Commission and provide a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. Section 78a) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1), and 2) seek to maintain a stable net asset value of \$1.0000 per share.
7. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and 3) are authorized by resolution or ordinance by the Town Council. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at a \$1.0000 net asset value.

If an investment in the Town's portfolio becomes an unauthorized investment due to changes in the Investment Policy or the Public Funds Investment Act, or an authorized investment is rated in a way that causes it to become an unauthorized investment, the Investment Committee of the Town shall review the investment and determine whether it would be more prudent to hold the investment until its maturity, or to redeem the investment. The Investment Committee shall consider the time remaining until maturity of the investment, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining the appropriate steps to take. [PFIA 2256.021].

II. Not Authorized [PFIA 2256.009(b)(1-4)]

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VIII. INVESTMENT PARAMETERS

Maximum Maturities [PFIA 2256.005(b)(4)(B)]

The longer the maturity of investments, the greater their potential price volatility. Therefore, it is the Town of Trophy Club's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risk caused by changes in interest rates.

The Town of Trophy Club attempts to match its investments with anticipated cash flow requirements. The Town of Trophy Club will not directly invest for more than three years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a weighted average maturity of 365 days or less. The dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)].

Diversification [PFIA 2256.005(b)(3)]

The Town of Trophy Club recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and financial institution deposits that are fully insured and collateralized in accordance with state and federal law),
- Limiting investments that have higher credit risk,
- Utilizing investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market accounts, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

IX. SELECTION OF BANKS AND DEALERS

Depository

At least every five years a Depository shall be selected through the Town of Trophy Club's banking services

procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive application and evaluation of applications will be based on the most advantageous terms and conditions for the handling of Town funds.

Authorized Brokers/Dealers [PFIA 2256.025]

The Town of Trophy Club Investment Committee (see Section XIII) shall, at least annually, review, revise, and approve a list of qualified broker/dealers authorized to engage in securities transactions with the Town of Trophy Club. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

Competitive Environment

It is the policy of the Town of Trophy Club to provide a competitive environment for all investment activities. The Investment Officers shall develop and maintain procedures for ensuring competition in the investment of the Town of Trophy Club's funds and are authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods.

Delivery vs. Payment [PFIA 2256.005(b)(4)(F)]

Securities shall be purchased using the delivery vs. payment method. Funds will be released after notification that the purchased security has been received.

X. SAFEKEEPING AND CUSTODY

Safekeeping and Custodial Agreements

The Town of Trophy Club shall contract with a bank or banks for the safekeeping of securities either owned by the Town of Trophy Club as part of its investment portfolio or held as collateral to secure financial institution deposits. Securities owned by the Town of Trophy Club shall be held in an account in the Town of Trophy Club's name as evidenced by safekeeping receipts of the institution holding the securities. Original safekeeping receipts shall be obtained and held by the Town.

Collateral for deposits will be held by a third-party custodian designated by the Town of Trophy Club and pledged to the Town of Trophy Club as evidenced by pledge receipts of the institution with which the collateral is deposited. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the Town of Trophy Club.

Collateral Policy [PFCA 2257.023]

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Town of Trophy Club to require full collateralization of all non-insured Town of Trophy Club funds on deposit with a financial institution and a written depository agreement acceptable to the Town. The market value of the securities collateralizing the deposit of funds shall be at least equal to 102% of the principal and accrued interest on the deposits less an amount insured by the FDIC or NCUSIF. Collateral in the form of letters of credit issued by the Federal Home Loan Bank must be equal to 100% of the principal and anticipated interest of deposits less the applicable level of FDIC insurance. At its discretion, the Town of Trophy Club may require a higher level of collateralization for certain investment securities held as collateral. Securities pledged as collateral shall be held by an independent third-party with whom the Town of Trophy Club has a current custodial agreement. The Investment Officers are responsible for entering into collateralization agreements with third-party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of pledge must be supplied to the Town of Trophy Club and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities are

adequate.

The custodial portion of the depository agreement shall define the Town's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement must be executed by the depository and the Town contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the board of directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the Town; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

Collateral Defined

The Town of Trophy Club shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities
- Direct obligations of the State of Texas or its agencies and instrumentalities
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A
- A letter of credit issued by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Investment Officers or their designee, Including the Town of Trophy Club's independent auditors.

XI. PERFORMANCE

Performance Standards

The Town of Trophy Club's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a market rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the Town of Trophy Club.

Performance Benchmark

It is the policy of the Town of Trophy Club to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the Town of Trophy Club shall seek to optimize interest earnings utilizing allowable investments available in the market at that time. The Town of Trophy Club's portfolio shall be designed with the objective of regularly meeting or exceeding the benchmark(s) as appropriate per the investment strategy statements. Weighted Average Yield to Maturity shall be the standard for calculating portfolio rate of return.

XII. REPORTING [PFIA 2256.023]

Methods

The Investment Officers shall prepare a written investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with the PFIA. This summary will be prepared in a manner that will allow the Town of Trophy Club to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the Town Council and signed by the Investment Officers. The report will include the following:

- A listing of individual investments held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmarks.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the Town of Trophy Club's investment portfolio with state law and the investment strategy and policy approved by the Town Council.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the Town Council [PFIA 2256.023(d)].

Monitoring Market Value [PFIA 2256.005(b)(4)(D)]

Market value of all securities in the portfolio will be determined at least on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the Town Council quarterly in a written report.

XIII. INVESTMENT COMMITTEE

Members

An Investment Committee, consisting of the Town Manager and the Investment Officers, shall review the Town's investment strategies and monitor the results of the investment program periodically. This review can be done by reviewing the quarterly written reports and by holding committee meetings as necessary. The committee will be authorized to invite other advisors to attend meetings as needed.

Scope

The Investment Committee shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the Town's funds, evaluation and authorization of broker/dealers, acceptable training sources, rate of return on the investment portfolio, and review of compliance with the Investment Policy. The Investment Committee will also advise the Town Council of any future amendments to the Investment Policy that are deemed necessary or recommended.

Procedures

The Investment Policy shall require the Investment Committee to provide minutes of investment information discussed at any meetings held. The committee shall meet at least quarterly to discuss the investment program and policy.

XIV. INVESTMENT POLICY ADOPTION [PFIA 2256.005(e)]

The Town of Trophy Club's Investment Policy shall be adopted by resolution of the Town Council. It is the

Town of Trophy Club's intent to comply with state laws and regulations. The Town of Trophy Club's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the Town of Trophy Club. The Town Council shall adopt a resolution stating that it has reviewed the policy and investment strategies not less than annually, approving any changes or modifications.



TOWN OF TROPHY CLUB INVESTMENT POLICY

I. POLICY

It is the policy of the Town of Trophy Club that after allowing for the anticipated cash flow requirements of the Town of Trophy Club and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to Trophy Club funds. Trophy Club's investment portfolio shall be designed and managed in a manner to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations.

Investments shall be made with the primary objectives of:

- * Safety and preservation of principal
- * Maintenance of sufficient liquidity to meet operating needs
- * Public trust from prudent investment activities
- * Optimization of interest earnings on the portfolio

II. PURPOSE

The purpose of this Investment Policy is to comply with Chapter 2256 of the Government Code ("Public Funds Investment Act" or "PFIA"), which requires the Town of Trophy Club to adopt a written investment policy regarding the investment of its funds and funds under its control. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of Trophy Club's funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the Town of Trophy Club. These funds are accounted for in the Town of Trophy Club's Annual Comprehensive Financial Report (ACFR) and include:

- General Fund
- Special Revenue Funds
- Capital Projects Funds
- Proprietary Funds
- Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the Town of Trophy Club, unless specifically exempted from this Policy by the Town Council or by law

The Town of Trophy Club consolidates fund cash balances to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this Policy does not apply to the assets administered for the benefit of the Town of Trophy Club by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES

The Town of Trophy Club shall manage and invest its cash with four primary objectives, listed in order of priority: safety, liquidity, public trust, and yield, expressed as optimization of interest earnings. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The Town of Trophy Club shall maintain a comprehensive cash management program, which includes collection of accounts receivable, vendor payments in accordance with the Town's purchasing policies, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum earnings on short-term investment of idle cash.

Safety [PFIA 2256.005(b)(2)]

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- ❑ Credit Risk and Concentration of Credit Risk – The Town of Trophy Club will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, and concentration of credit risk, the risk of loss attributed to the magnitude of investment in a single issuer, by:
 - Limiting investments to the safest types of investments.
 - Pre-qualifying the financial institutions and broker/dealers with which the Town of Trophy Club will do business.
 - Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
- ❑ Interest Rate Risk – the Town of Trophy Club will manage the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates by limiting the maximum weighted average maturity of the investment portfolio to 365 days. The Town of Trophy Club will, in addition:
 - Structure the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - Invest operating funds primarily in financial institution deposits, shorter-term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - Diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

Liquidity [PFIA 2256.005(b)(2)]

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds, local government investment pools, or other cash equivalents that offer same-day liquidity.

Public Trust

All participants in the Town of Trophy Club's investment process shall seek to act responsibly as custodians of the public trust. The Investment Officers shall avoid any transaction that might impair public confidence in the Town of Trophy Club's ability to govern effectively.

Yield (Optimization of Interest Earnings) [PFIA 2256.005(b)(3)]

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

V. INVESTMENT STRATEGY STATEMENTS

The Town of Trophy Club portfolio will be structured to benefit from anticipated market conditions and to achieve a reasonable return. Relative value among asset groups shall be analyzed and pursued as part of the investment program within the restrictions set forth by the Investment Policy.

The Town of Trophy Club maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios.

Operating Funds

Suitability - All investments authorized in the Investment Policy are suitable for Operating Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for the Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The dollar-weighted average maturity of operating funds, based on the stated final maturity date of each investment, will be calculated and limited to one year or less. Constant \$1.0000 net asset value investment pools and money market mutual funds, and other cash equivalents shall be integral components to maintaining daily liquidity. Investments for these funds shall not exceed a 24-month period from date of purchase.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Operating Funds shall be the rolling three-month Treasury yield.

Reserve and Deposit Funds

Suitability - All investments authorized in the Investment Policy are suitable for Reserve and Deposit Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Reserve and Deposit Funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate reserve fund from investments with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, investments should be of high quality, with short-to-intermediate-term maturities. The dollar-weighted average maturity of Reserve and Deposit Funds, based on the stated final maturity date of each investment, will be calculated and limited to two years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio

constraints. The benchmark for Reserve and Deposit Funds shall be the rolling three-month Treasury yield.

Bond and Certificate Capital Project Funds and Special Purpose Funds

Suitability - All investments authorized in the Investment Policy are suitable for Bond and Certificate Capital Project Funds and Special Purpose Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Bond and Certificate Capital Project Funds and Special Purpose Funds portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of investments held should not exceed the estimated project completion date or a maturity of no greater than three years. The dollar-weighted average maturity of Bond and Certificate Capital Project Funds and Special Purpose Funds, based on the stated final maturity date of each investment, will be calculated and limited to two years or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Bond and Certificate Capital Project Funds and Special Purpose Funds shall be the rolling three-month Treasury yield. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond or certificate, when reasonable considering safety and liquidity objectives.

Debt Service Funds

Suitability - All investments authorized in the Investment Policy are suitable for Debt Service Funds.

Preservation and Safety of Principal - All investments shall be of high quality with no perceived default risk.

Liquidity - Investment strategies for Debt Service Funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. The dollar-weighted average maturity of Debt Service Funds, based on the stated final maturity date of each investment, will be calculated and limited to one year or less.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The Town's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Debt Service Funds shall be the rolling three-month Treasury yield.

VI. RESPONSIBILITY AND CONTROL

Delegation of Authority [PFIA 2256.005(f)]

In accordance with the Town of Trophy Club and the Public Funds Investment Act, the Town Council designates the Town Manager's designee and/or Finance Director and the Chief Financial Analyst as the Town of Trophy Club's Investment Officers. The Town Manager's designee and/or Finance Director is responsible for the overall management of the Town's investment program and may direct the other

Investment Officer in his/her duties. The Investment Officers are authorized to deposit, withdraw, invest, transfer, execute documentation, and otherwise manage funds on behalf of the Town of Trophy Club according to this Policy. Unless authorized by law, no other person may deposit, withdraw, transfer or manage in any other manner the Town of Trophy Club funds. The investment authority granted to the Investment Officers is effective until rescinded.

Quality and Capability of Investment Management [PFIA 2256.005(b)(3)]

The Town of Trophy Club shall provide periodic training in investments for the designated Investment Officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

Training Requirement [PFIA 2256.008 – Local Governments]

In accordance with the Town of Trophy Club and the Public Funds Investment Act, designated Investment Officers shall attend investment training no less often than once every two years and shall accumulate not less than 8 hours of instruction relating to investment responsibilities. A newly appointed Investment Officer must attend training accumulating at least 10 hours of instruction within twelve months of the date the Officer took office or assumed the Officer's duties. The investment training sessions shall be provided by independent sources approved by the Investment Committee, and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the PFIA.

Internal Controls (Best Practice)

The Investment Officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town of Trophy Club are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Investment Officers shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- Avoidance of collusion.
- Separation of transactions authority from accounting and recordkeeping.
- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation for telephone (voice) transactions for investments and wire transfers.
- Development of a wire transfer agreement with the depository bank or third-party custodian.

Investment Policy Certification [PFIA 2256.005(k-1)]

A qualified representative, as defined by PFIA section 2256.002(10), of all business organizations, as defined by PFIA section 2256.005(k) as local government investment pools and discretionary investment management firms, must sign a certification acknowledging that the organization has received and reviewed the Town of Trophy Club's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Town of Trophy Club's Policy except to the extent that the authorization is dependent on an analysis of the makeup of the Town's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Town that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority. The Town shall not enter into an investment transaction with a business organization prior to receiving the signed certification.

Prudence [PFIA 2256.006]

The standard of care to be applied by the Investment Officers shall be the “prudent person” rule. This rule states that “Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- The investment of all funds, or funds under the Town of Trophy Club’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- Whether the investment decision was consistent with the written, approved Investment Policy of the Town of Trophy Club.

Indemnification

The Investment Officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest [PFIA 2256.005(i)]

Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Investment Committee members shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the Town of Trophy Club.

An Investment Officer of the Town of Trophy Club who has a personal business relationship with an organization seeking to sell an investment to the Town of Trophy Club shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Town of Trophy Club shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the Town Council.

VII. SUITABLE AND AUTHORIZED INVESTMENTS

Portfolio Management

The Town of Trophy Club currently has a “buy and hold” portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- An investment with declining credit maybe liquidated early to minimize loss of principal.
- Cash flow needs of the Town of Trophy Club require that the investment be liquidated.

Investments [PFIA 2256.005(b)(4)(A)]

Trophy Club funds governed by this Policy may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act. Investment of Town of Trophy Club funds in any instrument or security not authorized for investment under the Act is prohibited. The Town of Trophy Club will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

I. Authorized

1. Obligations, including letters of credit, of the United States, its agencies and instrumentalities, including the Federal Home Loan Banks.
2. Direct obligations of the State of Texas, its agencies and instrumentalities or obligations of agencies, counties, cities, and other political subdivisions of this State rated as to investment quality by a nationally recognized investment rating firm of not less than "A" or its equivalent.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Certificates of Deposit and other forms of deposit issued by a depository institution that has its main office or a branch office in Texas. The deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation ("FDIC") or its successor, or the National Credit Union Share Insurance Fund ("NCUSIF") or its successor, or secured by obligations in a manner and amount as provided by law. In addition, deposits obtained through a depository institution that has its main office or a branch office in Texas and that contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Public Funds Investment Act are authorized investments. Funds may also be invested by the Town through a broker that has a main office or branch office in Texas and is selected from a list approved by the Town as required by section 2656.025 of the Public Funds Investment Act or a depository institution that has a main office or branch office in Texas and is selected by the Town are authorized investments if the following conditions are met:
 - a. the broker or depository institution selected by the Town as specified above arranges for the deposit of the funds in one or more federally insured depository institutions, wherever located, for the account of the Town;
 - b. the full amount of the principal and accrued interest of each deposit is insured by the United States or an instrumentality of the United States; and
 - c. the Town appoints a depository bank or a clearing broker registered with the Securities and Exchange Commission Rule 15c-3 (17CFR, Section 240 15c3-3) as custodian for the Town with respect to the deposit issued for account to the Town.
5. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities. These shall be pledged to the Town of Trophy Club, held in an account in the Town of Trophy Club's name, and deposited at the time the investment is made with the Town of Trophy Club or with a third-party selected and approved by the Town of Trophy Club. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. A Master Repurchase Agreement, or similar agreement, must be signed prior to investment in a repurchase agreement. Securities received for repurchase agreements must have a market value greater than or equal to 102 percent at the time funds are disbursed. (This section pertains to Sweep Accounts and/or Bond Proceeds)
6. No-Load Money Market Mutual funds that: 1) are registered and regulated by the Securities and Exchange Commission and provide a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. Section 78a) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1), and 2) seek to maintain a stable net asset value of \$1.0000 per share.
7. Local government investment pools, which 1) meet the requirements of Chapter 2256.016 of the Public Funds Investment Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and 3) are authorized by resolution or ordinance by the Town Council. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at a \$1.0000 net asset value.

If an investment in the Town's portfolio becomes an unauthorized investment due to changes in the Investment Policy or the Public Funds Investment Act, or an authorized investment is rated in a way that causes it to become an unauthorized investment, the Investment Committee of the Town shall review the investment and determine whether it would be more prudent to hold the investment until its maturity, or to redeem the investment. The Investment Committee shall consider the time remaining until maturity of the investment, the quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining the appropriate steps to take. [PFIA 2256.021].

II. Not Authorized [PFIA 2256.009(b)(1-4)]

Investments including interest-only or principal-only strips of obligations with underlying mortgage-backed security collateral, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VIII. INVESTMENT PARAMETERS

Maximum Maturities [PFIA 2256.005(b)(4)(B)]

The longer the maturity of investments, the greater their potential price volatility. Therefore, it is the Town of Trophy Club's policy to concentrate its investment portfolio in shorter-term investments in order to limit principal risk caused by changes in interest rates.

The Town of Trophy Club attempts to match its investments with anticipated cash flow requirements. The Town of Trophy Club will not directly invest for more than three years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a weighted average maturity of 365 days or less. The dollar-weighted average maturity will be calculated using the stated final maturity dates of each security. [PFIA 2256.005(b)(4)(C)].

Diversification [PFIA 2256.005(b)(3)]

The Town of Trophy Club recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is managed through portfolio diversification that shall be achieved by the following general guidelines:

- Limiting investments to avoid overconcentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and financial institution deposits that are fully insured and collateralized in accordance with state and federal law),
- Limiting investments that have higher credit risk,
- Utilizing investments with varying maturities, and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market accounts, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

IX. SELECTION OF BANKS AND DEALERS

Depository

At least every five years a Depository shall be selected through the Town of Trophy Club's banking services

procurement process, which shall include a formal request for application (RFA). The selection of a depository will be determined by competitive application and evaluation of applications will be based on the most advantageous terms and conditions for the handling of Town funds.

Authorized Brokers/Dealers [PFIA 2256.025]

The Town of Trophy Club Investment Committee (see Section XIII) shall, at least annually, review, revise, and approve a list of qualified broker/dealers authorized to engage in securities transactions with the Town of Trophy Club. Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule).

Competitive Environment

It is the policy of the Town of Trophy Club to provide a competitive environment for all investment activities. The Investment Officers shall develop and maintain procedures for ensuring competition in the investment of the Town of Trophy Club's funds and are authorized to solicit bids for investments orally, in writing, electronically, or in any combination of these methods.

Delivery vs. Payment [PFIA 2256.005(b)(4)(F)]

Securities shall be purchased using the delivery vs. payment method. Funds will be released after notification that the purchased security has been received.

X. SAFEKEEPING AND CUSTODY

Safekeeping and Custodial Agreements

The Town of Trophy Club shall contract with a bank or banks for the safekeeping of securities either owned by the Town of Trophy Club as part of its investment portfolio or held as collateral to secure [financial institution demand or time](#) deposits. Securities owned by the Town of Trophy Club shall be held in an account in the Town of Trophy Club's name as evidenced by safekeeping receipts of the institution holding the securities. Original safekeeping receipts shall be obtained and held by the Town.

Collateral for deposits will be held by a third-party custodian designated by the Town of Trophy Club and pledged to the Town of Trophy Club as evidenced by pledge receipts of the institution with which the collateral is deposited. Collateral may be held by the depository bank's trust department, a Federal Reserve Bank or branch of a Federal Reserve Bank, a Federal Home Loan Bank, or a third-party bank approved by the Town of Trophy Club.

Collateral Policy [PFCA 2257.023]

Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the Town of Trophy Club to require full collateralization of all non-insured Town of Trophy Club funds on deposit with a financial institution and a written depository agreement acceptable to the Town. The market value of the securities collateralizing the deposit of funds shall be at least equal to 102% of the principal and accrued interest on the deposits less an amount insured by the FDIC or NCUSIF. Collateral in the form of letters of credit issued by the Federal Home Loan Bank must be equal to 100% of the principal and anticipated interest of deposits less the applicable level of FDIC insurance. At its discretion, the Town of Trophy Club may require a higher level of collateralization for certain investment securities held as collateral. Securities pledged as collateral shall be held by an independent third-party with whom the Town of Trophy Club has a current custodial agreement. The Investment Officers are responsible for entering into collateralization agreements with third-party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. A clearly marked evidence of pledge must be supplied to the Town of Trophy Club and retained. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities are

adequate.

The custodial portion of the depository agreement shall define the Town's rights to the collateral in case of default, bankruptcy or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The Agreement must be in writing;
- The Agreement must be executed by the depository and the Town contemporaneously with the acquisition of the asset;
- The Agreement must be approved by the board of directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the Town; and
- The Agreement must be part of the depository's "official record" continuously since its execution.

Collateral Defined

The Town of Trophy Club shall accept only the following types of collateral:

- Obligations of the United States or its agencies and instrumentalities
- Direct obligations of the State of Texas or its agencies and instrumentalities
- Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States
- Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized rating firm not less than A or its equivalent with a remaining maturity of ten (10) years or less
- A surety bond issued by an insurance company rated as to investment quality by a nationally recognized rating firm not less than A
- A letter of credit issued by the Federal Home Loan Bank

Subject to Audit

All collateral shall be subject to inspection and audit by the Investment Officers or their designee, Including the Town of Trophy Club's independent auditors.

XI. PERFORMANCE

Performance Standards

The Town of Trophy Club's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a market rate of return through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the Town of Trophy Club.

Performance Benchmark

It is the policy of the Town of Trophy Club to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the Town of Trophy Club shall seek to optimize interest earnings utilizing allowable investments available in the market at that time. The Town of Trophy Club's portfolio shall be designed with the objective of regularly meeting or exceeding the benchmark(s) as appropriate per the investment strategy statements. Weighted Average Yield to Maturity shall be the standard for calculating portfolio rate of return.

XII. REPORTING [PFIA 2256.023]

Methods

The Investment Officers shall prepare a written investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the total investment return for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with the PFIA. This summary will be prepared in a manner that will allow the Town of Trophy Club to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be provided to the Town Council and signed by the Investment Officers. The report will include the following:

- A listing of individual investments held at the end of the reporting period.
- Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of investments for the period.
- Additions and changes to the market value during the period.
- Average weighted yield to maturity of portfolio as compared to applicable benchmarks.
- Listing of investments by maturity date.
- Fully accrued interest for the reporting period.
- The percentage of the total portfolio that each type of investment represents.
- Statement of compliance of the Town of Trophy Club's investment portfolio with state law and the investment strategy and policy approved by the Town Council.

An independent auditor will perform a formal annual review of the quarterly reports with the results reported to the Town Council [PFIA 2256.023(d)].

Monitoring Market Value [PFIA 2256.005(b)(4)(D)]

Market value of all securities in the portfolio will be determined at least on a quarterly basis. These values will be obtained from a reputable and independent source and disclosed to the Town Council quarterly in a written report.

XIII. INVESTMENT COMMITTEE

Members

An Investment Committee, consisting of the Town Manager and the Investment Officers, shall review the Town's investment strategies and monitor the results of the investment program periodically. This review can be done by reviewing the quarterly written reports and by holding committee meetings as necessary. The committee will be authorized to invite other advisors to attend meetings as needed.

Scope

The Investment Committee shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the Town's funds, evaluation and authorization of broker/dealers, acceptable training sources, rate of return on the investment portfolio, and review of compliance with the Investment Policy. The Investment Committee will also advise the Town Council of any future amendments to the Investment Policy that are deemed necessary or recommended.

Procedures

The Investment Policy shall require the Investment Committee to provide minutes of investment information discussed at any meetings held. The committee shall meet at least quarterly to discuss the investment program and policy.

XIV. INVESTMENT POLICY ADOPTION [PFIA 2256.005(e)]

The Town of Trophy Club's Investment Policy shall be adopted by resolution of the Town Council. It is the

Town of Trophy Club's intent to comply with state laws and regulations. The Town of Trophy Club's Investment Policy shall be subject to revisions consistent with changing laws, regulations, and needs of the Town of Trophy Club. The Town Council shall adopt a resolution stating that it has reviewed the policy and investment strategies not less than annually, approving any changes or modifications.



TOWN COUNCIL COMMUNICATION

MEETING DATE: April 14, 2025

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

AGENDA ITEM: Consider a resolution amending the Thrive Business Grant program, which provides revisions to grant requirements and monitoring and accountability and proposes a new timeline for the second round of business grants.
(Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY: On July 11, 2023, the Economic Development Corporation (EDC) discussed and considered 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 Board allocated \$300,000 to the grant program for FY 2023-2024. The proposed program is a yearly application with an evaluation and presentation to the EDC. A formal agreement is developed with grant recipients for 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 of 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.

On October 11, 2023, staff presented a draft of the grant program to the Economic Development Corporation (EDC) for review. The proposal was then discussed and approved by the EDC Board during its meeting on February 27, 2024. Following this, the Thrive Business Grant received Town Council approval on May 28, 2024. The grant program was officially opened to the public on July 8, 2024. After the program's launch, staff conducted site visits to businesses located along Trophy Club Drive, Highway 114 Frontage Road, PD 30, Trophy Club Commons, and Trophy Club Plaza.

On November 20, 2024, the EDC determined that seven projects met the requirements of the Thrive Business Grant during the first round. The Town Council approved six businesses and seven projects on December 9, 2024, with a total grant amount of \$104,380.67. This disbursement leaves a remaining balance of \$195,619.33 for the second cycle of grants.

This agenda item proposes amendments to the Thrive Business Grant program, which was

approved through resolution EDC 2024-04, by revising sections on grant requirements, monitoring and accountability, and introducing a new timeline section. Under the revised program, any equipment purchased with grant funds must remain in Trophy Club for the business's operational lifespan. Grant amounts may be adjusted by up to 10%, with a maximum award of \$20,000, and businesses must document efforts to secure local quotes if one is available. International shipping and customs fees will not be reimbursed, and all shipping costs must be itemized. Businesses are required to submit three quotes, including one from a local vendor, and obtain Town approval for any exterior modifications. The Thrive Business Grant spans approximately 1.5 years, with key deadlines for the second cycle running from April 2025 to October 2026.

Thrive Business Grant Timeline – Fiscal Year 2025-2026

- Grant Launch: April 15, 2025
- Grant Application Deadline: June 15, 2025
- EDC Review: July 2025
- EDC Approval: July 2025
- Town Council Approval: August 2025
- Performance Agreements Signed by Business: September 2025
- Performance Agreements Signed by EDC: October 2025
- Project Start: October 2025
- Project Completion Deadline: October 2026

BOARD REVIEW/CITIZEN FEEDBACK: The Economic Development Corporation met on April 3, 2025, and approved the resolution amending the Thrive Business Grant program, incorporating revisions to the sections on grant requirements and monitoring and accountability, as well as adding the new timeline section.

FISCAL IMPACT: The Board allocated \$300,000 from the EDC 4B Fund for the Fiscal Year 2023-2024 grant program. For the Fiscal Year 2024-2025, the budget includes a cap of \$150,000 for the Thrive Grant Program. This arrangement ensures that the remaining \$150,000 will be available for the grant program in subsequent years. Total grant dollars expended in the first cycle were \$104,380.67. This disbursement leaves a remaining balance of \$195,619.33.

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

ATTACHMENTS:

1. Resolution
2. Presentation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve a resolution approving amendments to the Thrive Business Grant program, which provides revisions to grant requirements and monitoring and accountability and proposes a new timeline for the second round of business grants.

**TOWN OF TROPHY CLUB, TEXAS
RESOLUTION NO. 2025-XX**

**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS,
APPROVING AMENDMENTS TO THE THRIVE BUSINESS GRANT
PROGRAM; 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 EDC Board of Directors recommended the changes to the Program to include additional requirements, monitoring, accountability, and timelines; and

WHEREAS, the Town desires to adopt the Program changes recommended by the EDC Board of Directors.

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 Thrive Business Grant Program is hereby amended and replaced in its entirety with the Thrive Business Grant Program attached hereto as **Exhibit A**, which is incorporated into this Resolution as if fully set forth herein.

SECTION 3.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this 14th day of April 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



EXHIBIT A

FY 24-25



Thrive Business Grant

Guidelines and Application



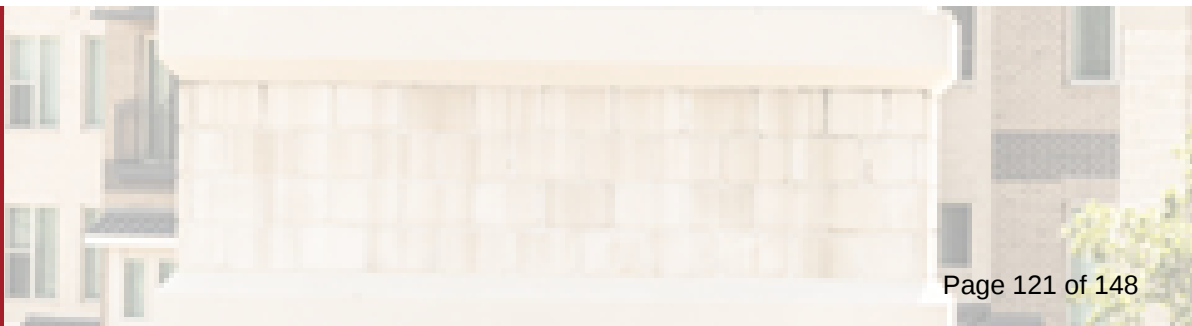


Thrive Business Grant

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

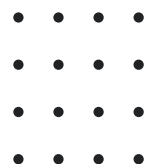


The Trophy Club Economic Development Corporation (EDC) is dedicated to driving economic progress within the Town. Its core mission is to actively foster employment opportunities and enhance the overall well-being of the community by spearheading, developing, facilitating, and financing projects in accordance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

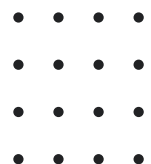


OVERVIEW



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.

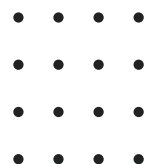


While the Town will review all TBG applications that align with the eligibility criteria, it places particular emphasis on backing projects poised to yield a substantial positive influence on both the Town and its economic landscape.

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

Eligibility Criteria:

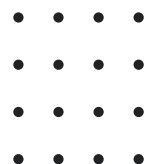
- Eligible applicants must either be property owners or tenants situated within the Town of Trophy Club;
- Tenants must obtain written approval from property owners in order to participate in the program;
- Prior to participating in the program, applicants must ensure they are current with all municipal 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; and
- Applicants must demonstrate financial stability and a clear plan for the project's completion.



ELIGIBILITY PROJECTS



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, and
- General building/property beautification including landscape.

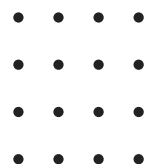
Interior Renovations: Funding can be allocated for interior renovations, such as;

- 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 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.

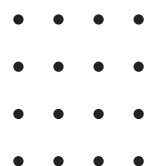
Grant funds are paid out on a reimbursement basis once completed work has been verified by Town staff as compliant with the plans proposed in the approved application.

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.



GRANT REQUIREMENTS

Any equipment purchased using grant funds must remain within the Town of Trophy Club for the entire operational lifespan of the business.

The agreed-upon price or grant amount may be adjusted by up to 10% to account for unforeseen circumstances or price fluctuations, with a maximum grant amount of \$20,000.

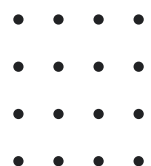
All exterior work, including but not limited to painting (including color selections), building additions, and any changes to the exterior appearance, must be submitted to the Town of Trophy Club for approval before implementation.

Businesses must obtain and submit a minimum of three quotes:

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- Two additional quotes from other vendors.

If a local quote cannot be obtained, the business must document the efforts made to secure one, including the steps taken and reasons for being unable to acquire it. The EDC Board will consider this effort in its evaluation.

The grant does not reimburse international shipping or customs fees for items purchased overseas. These costs must be covered by the business owner. Additionally, shipping costs must be itemized on the submitted quote.



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

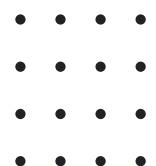
One of the prerequisites is furnishing documentation confirming the absence of any outstanding property tax payments for the property.

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, three 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.





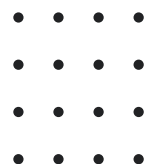
Monitoring & Accountability Process:

- **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. If the performance agreement is not signed within 60 days of receipt, the grant will be rescinded, and you will need to reapply in the next grant cycle.



- 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.

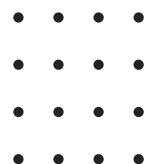


Thrive Business Grant Timeline – Fiscal Year 2025-2026

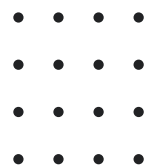
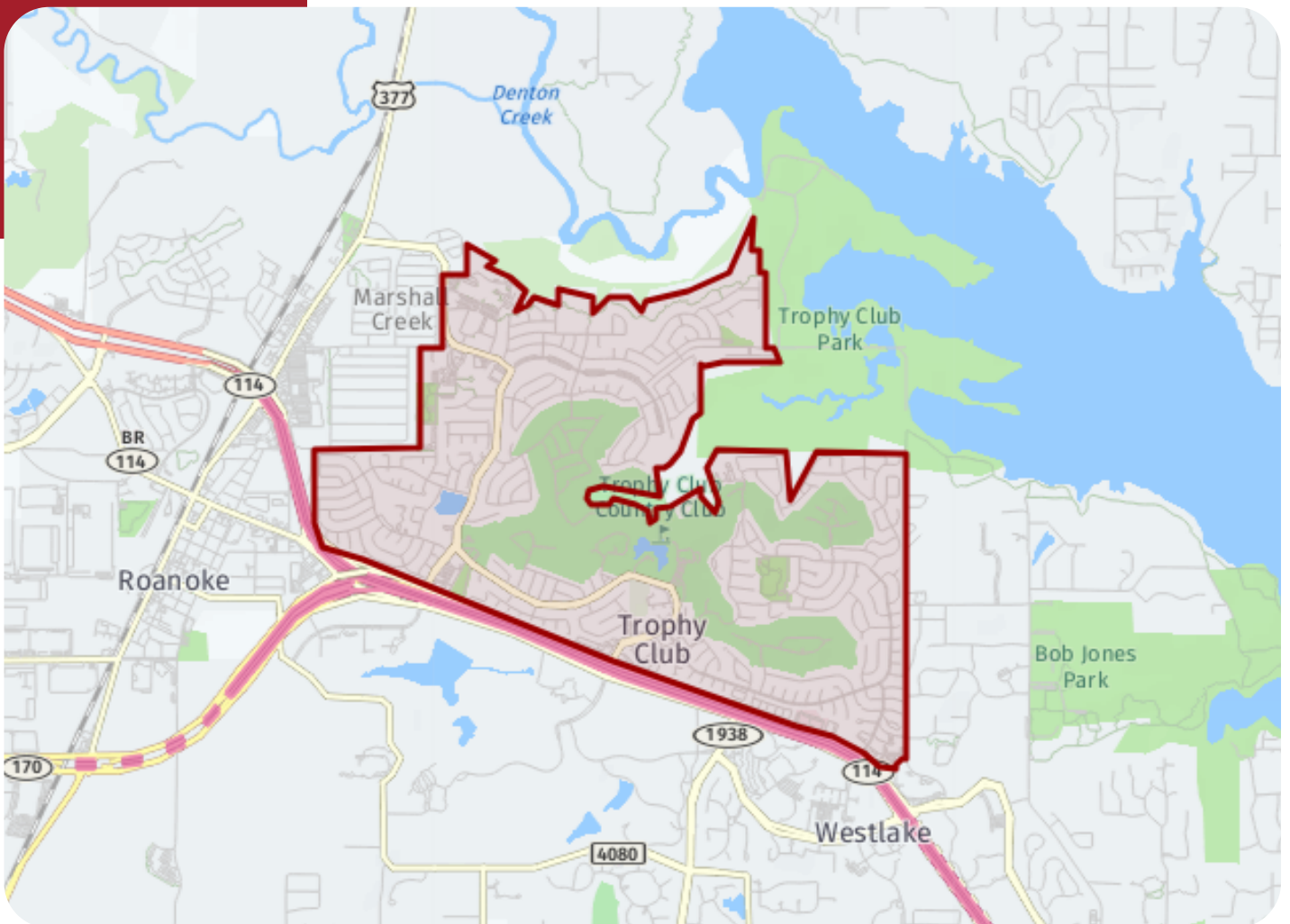
The following timeline outlines the key dates for the Thrive Business Grant. Please note that dates are subject to change. For up-to-date information, visit our website or contact us directly.

- Grant Launch: April 15, 2025
- Grant Application Deadline: June 15, 2025
- EDC Review: July 2025
- EDC Approval: July 2025
- Town Council Approval: August 2025
- Performance Agreements Signed by Business: September 2025
- Performance Agreements Signed by EDC: October 2025
- Project Start: October 2025
- Project Completion Deadline: October 2026

The total duration of the grant process, from application launch to project completion, is approximately 1.5 years.



Town of Trophy Club Boundary Map



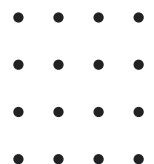
APPLICATION

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.

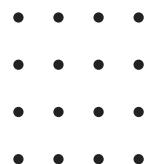
By signing this document, you affirm that you possess the requisite authority to seek funding for the mentioned business, you will abide by the program guidelines, and that the information furnished is true and accurate to the best of your knowledge.

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

Online Application:





Town Council Meeting

April 14, 2025

Thrive Business Grant



Agenda

Amendments

- Grant Requirements
- Monitoring & Accountability
- Timeline

Amendments-Grant Requirements

- Any equipment purchased using grant funds must remain within the Town of Trophy Club for the entire operational lifespan of the business.
- The agreed-upon price or grant amount may be adjusted by up to 10% to account for unforeseen circumstances or price fluctuations, with a maximum grant amount of \$20,000.
- All exterior work, including but not limited to painting (including color selections), building additions, and any changes to the exterior appearance, must be submitted to the Town of Trophy Club for approval before implementation.

Amendments-Grant Requirements

- Businesses must obtain and submit a minimum of three quotes:
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Amendments-Monitoring & Accountability

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Amendments-Timeline

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Questions?



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