



TOWN OF TROPHY CLUB

TOWN COUNCIL MEETING

1 Trophy Wood Drive
Trophy Club, Texas 76262

AGENDA

July 28, 2025

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Rev. Bill Eason, Fellowship United Methodist Church

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

PRESENTATIONS

1. Badge Pinning Ceremony - Fire Department

COMMUNITY SPOTLIGHT

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

CONSENT AGENDA

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

3. Consider approval of the July 14, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
4. 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 \$140,000 for Master Drainage Study Existing Conditions Assessment Phase I (Matt Cox, Director of Community Development)

5. Consider a resolution of the Town of Trophy Club suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates. (Brandon Wright, Town Manager)

INDIVIDUAL ITEMS

6. **PD-AMD-25-002 (Hutchins BBQ PD Amendment)**
Conduct a public hearing and consider an ordinance amending Planned Development District 25 (PD-25) to allow for a dining room expansion and off-site parking at 3000 SH 114. The applicant is Hutchins BBQ, on behalf of the landowner, Bread 114, LLC, and the subject property is legally described as Trophy Wood Business Center, Block B, Lot 2R2, approximately 2.052 acres, and is generally located at the northeast corner of Trophy Wood Drive and SH 114 in the Town of Trophy Club, Tarrant County, Texas. (Matt Cox, Community Development Director)
 - i. Conduct Public Hearing
 - ii. Consider Recommendation
7. Conduct a public hearing and consider the FY 2026 Crime Control & Prevention District Budget. (Patrick Arata, Chief of Police)
 - i. Conduct Public Hearing
 - ii. Consider Approval
8. Consider a development agreement between the Town of Trophy Club and Foxwood, LLC for the Milson's Point Estates and authorizing the Town Manager to execute the same on behalf of the Town. (Matt Cox, Director of Community Development)
9. Consider approval of the Town of Trophy Club Tourism Incentive Program to support hotel-based tourism and economic growth. (Jill Lind, Director of Communications & Marketing)
10. Consider a resolution of the Town Council of the Town of Trophy Club, Texas, finding that the Town Council has no confidence in Council Member, Place 1, Stacey Bauer. (Jeannette Tiffany, Mayor)

EXECUTIVE SESSION

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

11. Section 551.074 Personnel Matters to deliberate the employment, evaluation, and/or duties of a public officer or employee:
 - a) Town Manager

RECONVENE INTO REGULAR SESSION

ADJOURN

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

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: July 22, 2025, at 1:15 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

Tammy Dixon, Town Secretary

In accordance with section 551.127 of the Texas Government Code (Open Meeting Act) this meeting will be an in-person meeting with either a member of Town Council, staff, or consultant, participating by video conference. The public meeting location will be Trophy Club Town Hall, 1 Trophy Wood Drive, Texas. The Mayor, as presiding officer of Town Council, and a quorum of the Town Council will be physically present at this location. The location where the Mayor is physically present shall be open to the public during the open portions of the meeting.

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: July 28, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the July 14, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a regular meeting on July 14, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 07.14.2025 TC meeting minutes

ACTIONS/OPTIONS:

Move to approve the July 14, 2025, Town Council regular meeting minutes

Town of Trophy Club Town Council
Meeting Minutes – July 14, 2025, 7:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Stacey Bauer, Council Member Place 1 (*arrived at 7:13 p.m.*)
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Garry Ash, Council Member Place 5
Steve Flynn, Council Member Place 6

COUNCIL MEMBERS ABSENT

Rhylan Rowe, Mayor Pro Tem

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
Chase Ellis, Director of Parks and Recreation
Jill Lind, Director of Communications and Marketing
April Duvall, Director of Finance
Tamara Smith, Assistant to the Town Manager

INVOCATION

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

PLEDGES

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

PUBLIC COMMENTS

Jared King, 106 Panorama Ct., requested the Council to consider a vote of no confidence regarding Council Member Bauer.

Danny Mayer, 2201 Prestwick Ave, requested the Council to consider a vote of no confidence regarding Council Member Bauer.

Wendy Bailey, 201 Durango, suggested a memorial be placed at a park in memory of Lou Hocker and in honor of Tom Mills for their years of service.

Steve Southwell, 995 Donley Drive, Lewisville, spoke in support of his candidacy for appointment to the Denco Area 9-1-1 District Board of Managers.

Donna Kawasaki, 9 Edgemere Drive, requested Town leadership support in facilitating a meeting with the FBI regarding a prolonged criminal investigation involving a large financial matter.

COMMUNITY SPOTLIGHT

Mayor Tiffany emphasized the Town's strategic priority of emergency planning and recognized staff and Council efforts in replacing the outdoor warning siren system.

Chief Wise provided an update on emergency preparedness initiatives, including a partnership with Roanoke, outdoor siren upgrades, flood gauge installations, and increased TC Alert signups.

1. Working for You... Trophy Club

a) Update from Town Council Members

Mayor Tiffany encouraged residents to sign up for TC Alerts to receive emergency notifications and community updates.

Council Member Ash commented on the 4th of July parade and expressed appreciation for the large turnout and strong sense of patriotism in the community.

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

Town Manager Wright highlighted the success of the Fourth of July celebration and expressed appreciation to Town staff, Council, volunteers, TCEVA, and the Stars and Stripes Committee.

He noted upcoming events and board and commission meetings:

- July 15: Coffee in the Park, at Harmony Park, 7:00 a.m. – 9:00 a.m.
- July 25: Dive-In Movie, Moana 2 at Trophy Club Community Pool, 7:30 p.m.
- July 21: Breakfast with Tiffany
- July 21: Parks and Recreation Board at 6:00 p.m.
- July 23: Economic Development Corporation (EDC) at 6:00 p.m.
- July 24: Joint Planning and Zoning Commission (P&Z) at 7:00 p.m.
- July 25: Town Council Retreat, 8:30 a.m.

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

Town Attorney Roggia, provided a brief overview of Texas Government Code Section 551.007, explaining the legal basis for the public comment rule and emphasizing the public's right to address the Council and offer criticism within the scope of the law.

CONSENT AGENDA

2. Consider approval of the June 18, 2025, Town Council/TC MUD#1 Joint Work Session meeting minutes. (Tammy Dixon, Town Secretary)
3. Consider approval of the June 23, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
4. Consider authorizing the Town Manager to negotiate and execute an amendment to the Interlocal Cooperation Agreement for Administration of Fire Protection Services with the Trophy Club Municipal Utility District No. 1 (District). (Brandon Wright, Town Manager)

Council Member Flynn moved to approve Consent Items 2-4. Council Member Beach seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Tiffany, Sheridan, Ash, Flynn
NAYES: None
ABSENT: Rowe
VOTE: 6/0/1

INDIVIDUAL ITEMS

5. Consider a resolution casting the Town of Trophy Club's vote appointing a candidate to the Denco Area 9-1-1 District Board of Managers. (Tammy Dixon, Town Secretary)

Council Member Sheridan moved to approve Resolution No. 2025-10 casting the Town of Trophy Club's vote appointing candidate Steve Southwell to the Denco Area 9-1-1 District Board of Managers. Council Member Beach seconded the motion. The caption of the resolution reads as follows:

RESOLUTION 2025-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING THE TOWN OF TROPHY CLUB'S VOTE TO APPOINT A CANDIDATE AS A MEMBER OF THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Tiffany, Sheridan, Ash, Flynn
NAYES: None
ABSENT: Rowe
VOTE: 6/0/1

6. Consider an ordinance amending Chapter 1, Article 1.05 Code of Ethics and Conduct of the Town's Code of Ordinances as recommended by the Ethics Review Commission. (Brandon Wright, Town Manager)

Town Manager Wright presented proposed amendments to the Code of Ethics and Conduct, as recommended by the Ethics Review Commission. Key changes included defining "insignificant value" as \$50, allowing scholarships from nonprofit organizations under certain conditions, revising the complaint process for employees, adding a personal knowledge requirement for complaints, adjusting filing timelines, and replacing the false complaint provision with a vexatious complainant process.

Ethics Review Commission members were present and explained the rationale behind their recommendations to the scholarship provision. The Council held an extended discussion on the scholarship provision and requested further revisions, particularly related to eligibility limits and the use of blind selection processes to ensure fairness and avoid the appearance of impropriety.

Council Member Beach moved to remand this item back to the Ethics Commission to review the language related scholarship eligibility. Council Member Ash seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Tiffany, Sheridan, Ash, Flynn
NAYES: None
ABSENT: Rowe
VOTE: 6/0/1

EXECUTIVE SESSION/OPEN SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 8:15 p.m. and reconvened into Open Session at 8:52 p.m. in accordance with the Texas Government Code regarding: Section 551.074 Personnel Matters to deliberate the employment, evaluation, and/or duties of a public officer or employee: a) Town Manager; b) Town Attorney; and c) Town Secretary **No Action Taken.**

ADJOURNMENT

Mayor Tiffany adjourned the regular meeting at 8:53 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



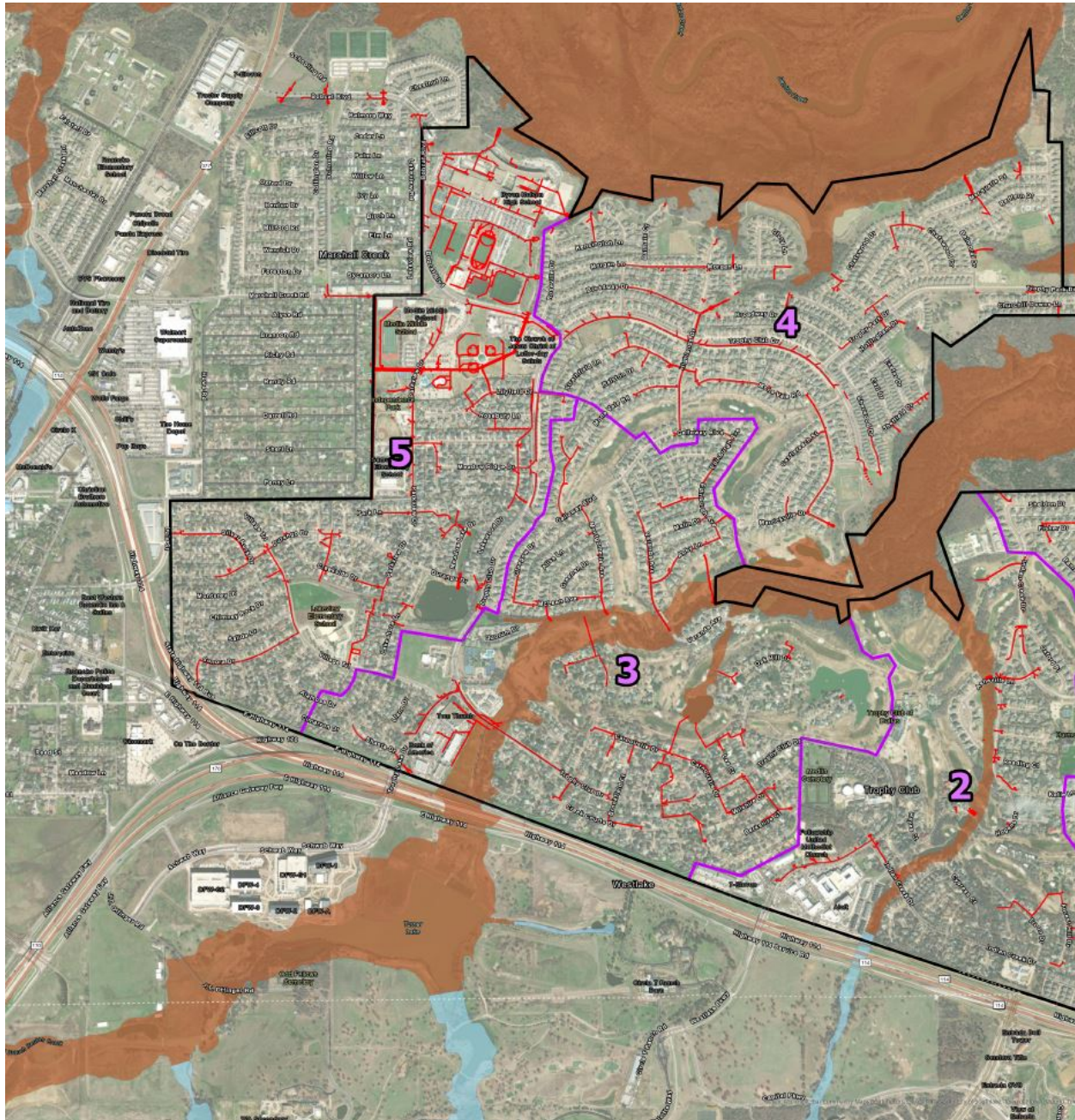
TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional service agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$140,000 for Master Drainage Study Existing Conditions Assessment Phase I (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town of Trophy Club has requested a Master Drainage Study to evaluate all drainage systems within the Town, identify deficiencies and problem areas, and develop conceptual solutions. Due to the complexity and uncertainty of this task, TNP recommends phasing the effort for each significant drainage basin within the Town. The Town has been divided into five major drainage basins, and the Town has indicated that Areas 1, 2 and 3 are the priority. The approach below provides a stepped approach that will allow for customized scoping for efficiency and cost-effectiveness.



EXISTING CONDITIONS ASSESSMENT PHASE 1: AREAS 1, 2, AND 3

1. Data Collection

- a. Collect all plans, maps, and studies available. This data will be collected for all 5 areas.

2. Hydrologic Analysis

- a. Delineate drainage areas for each sub-basin within Areas 1–3 using topographic data, available plans and field verification.

- b. Calculate time of concentration (T_c) for each sub-basin using standard methods (e.g., NRCS TR-55).
- c. Apply the Rational Method to estimate peak runoff rates for 5-, 25-, and 100-year storm events.
- d. Assign appropriate runoff coefficients (C-values) based on land use and surface cover.

3. Hydraulic Modeling

- a. Develop a StormCAD model or similar modeling software of the existing storm sewer system in Areas 1–3.
- b. Input pipe sizes, inverts, materials, and structures based on as-built drawings and field observations.
- c. Simulate flow conditions for the selected storm events using Rational Method peak flows.
- d. Identify hydraulic deficiencies such as surcharging, overtopping, or inadequate pipe capacity.

4. Problem Area Identification

- a. Map and document locations with observed or modeled flooding, capacity exceedance, or maintenance issues.
- b. Coordinate with Town staff and review historical complaint data to validate model results.

5. Reporting - Upon completion of the prior tasks, TNP will prepare a report that includes the following:

- a. An executive summary
- b. Background and study methodology
- c. Maps/Exhibits of problem areas
- d. A list of problem areas and the anticipated number of potential solutions for each area.

(This

information will be the basis for the scope/fee for Phases 3 and 4.)

e. A summary of each problem area and evaluation of its level of service and potential flood risk.

f. Supporting maps and exhibits

g. Model input and output

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for the master drainage study will come from the approved FY 2025 Budget Storm Drainage Utility Fund.

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

ATTACHMENTS:

1. Professional Service Agreement
2. Master Drainage Study Map TnP

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Teague Nail and Perkins, Inc. in a not-to-exceed amount of \$140,000.00 for Master Drainage Study Existing Conditions Assessment Phase I.

AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – Master Drainage Study
Existing Conditions Assessment Phase 1 (Areas 1, 2 & 3)

TNP PROJECT NUMBER: TRO 25XXX

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

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

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

Article I

SCOPE: Provide Civil Engineering services associated with the Master Drainage Study for Trophy Club, Texas, as generally shown on Attachment 'D'.

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

Article II

COMPENSATION shall be on the basis of the following:

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

Existing Conditions Assessment, Phase 1 (Areas 1, 2 & 3)

• Area 1	\$ 57,000
• Area 2	\$ 27,000
• Area 3	\$ 56,000

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

- B. Special Services: Services required for the project, but not included in the fixed fee for Basic Services, are considered Special Services. The CONSULTANT's compensation for Special Services included in Attachment 'A' may be on a Fixed Fee, Hourly Reimbursable, or Unit Cost basis. Refer to Attachment 'B-1' Compensation Summary for the compensation basis for Special Services.

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

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

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

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

- 1) Platting preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Encroachment or Access Agreements;
- 3) Environmental Assessments;
- 4) Franchise Utility Extensions or Relocations;
- 5) Water of Sanitary Sewer Studies;
- 6) Screen Wall Design;
- 7) Storm Water Pollution Prevention Plan (SWPPP);
- 8) TxDOT Turn Lanes (Acceleration or Deceleration);
- 9) LEED Certification Design;
- 10) Geotechnical Engineering;
- 11) Lift Station Design;
- 12) Electrical Engineering;
- 13) Onsite Water Storage Tank or Fire Pump System;
- 14) Civil Engineering Design;
- 15) Landscape/Irrigation Design;
- 16) CLOMR/LOMR Services;
- 17) Floodplain Reclamation;
- 18) Floodplain Mapping;
- 19) Permitting;
- 20) Enhanced Median/Roundabout Improvements;
- 21) Construction staking

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

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

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

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

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

Article III

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

Article IV

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

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

Approved by CLIENT:

Town of Trophy Club

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: _____

Title: _____

Date: _____

By: _____

Michael Wilson

Title: _____

Principal

Date: _____

07.14.2025

Firm Contact Information:

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



TNP Firm Registrations

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

CONTRACT PROVISIONS

1. AUTHORIZATION TO PROCEED

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

2. DIRECT EXPENSES

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

3. OUTSIDE SERVICES

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

4. OPINION OF PROBABLE COST

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

5. PROFESSIONAL STANDARDS

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

6. TERMINATION

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

7. LEGAL EXPENSES

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

8. PAYMENT TO CONSULTANT

Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law in accordance with Texas Gov't Code Ch. 2251.

9. ADDITIONAL SERVICES

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

10. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will not be added on or collected as the Client is tax exempt under Texas law.

11. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.

12. LANDSCAPE ARCHITECT SERVICES

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

13. INVALIDITY CLAUSE

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

14. PROJECT SITE SAFETY

CONSULTANT has no duty or responsibility for project site safety.

15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

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

Project Name: Trophy Club - Master Drainage Study - Existing Conditions Assessment Phase 1- Areas 1, 2 & 3

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 07.14.2025

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

16. OWNER RESPONSIBILITY

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

17. SITE VISITS

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

18. CHOICE OF LAW; VENUE

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

19. DOCUMENTS

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

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

20. ATTORNEY FEES

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

21. MISCELLANEOUS

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

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

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

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

Project Name: Trophy Club - Master Drainage Study - Existing Conditions Assessment Phase 1- Areas 1, 2 & 3

Client: Town of Trophy Club

TNP Project #: TRO25XXX

Date: 07.14.2025

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

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

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

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

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

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

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

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

BASIC SERVICES

The Town of Trophy Club has requested a Master Drainage Study to evaluate all drainage systems within the Town, identify deficiencies and problem areas, and develop conceptual solutions. Due to the complexity and uncertainty of this task, TNP recommends phasing the effort for each significant drainage basin within the Town. The Town has been divided into 5 major drainage basins and the Town has indicated that Areas 1, 2 and 3 are the priority. The approach below provides a stepped approach that will allow for customized scoping for efficiency and cost-effectiveness.

EXISTING CONDITIONS ASSESSMENT PHASE 1: AREAS 1, 2, AND 3

1. Data Collection
 - a. Collect all plans, maps, and studies available. This data will be collected for all 5 areas.
2. Hydrologic Analysis
 - a. Delineate drainage areas for each sub-basin within Areas 1–3 using topographic data, available plans and field verification.
 - b. Calculate time of concentration (T_c) for each sub-basin using standard methods (e.g., NRCS TR-55).
 - c. Apply the Rational Method to estimate peak runoff rates for 5-, 25-, and 100-year storm events.
 - d. Assign appropriate runoff coefficients (C-values) based on land use and surface cover.
3. Hydraulic Modeling
 - a. Develop a StormCAD model or similar modeling software of the existing storm sewer system in Areas 1–3.
 - b. Input pipe sizes, inverts, materials, and structures based on as-built drawings and field observations.
 - c. Simulate flow conditions for the selected storm events using Rational Method peak flows.
 - d. Identify hydraulic deficiencies such as surcharging, overtopping, or inadequate pipe capacity.
4. Problem Area Identification
 - a. Map and document locations with observed or modeled flooding, capacity exceedance, or maintenance issues.
 - b. Coordinate with Town staff and review historical complaint data to validate model results.
5. Reporting - Upon completion of the prior tasks, TNP will prepare a report that includes the following:
 - a. An executive summary
 - b. Background and study methodology
 - c. Maps/Exhibits of problem areas
 - d. A list of problem areas and the anticipated number of potential solutions for each area. (This information will be the basis for the scope/fee for Phases 3 and 4.)
 - e. A summary of each problem area and evaluation of its level of service and potential flood risk.
 - f. Supporting maps and exhibits
 - g. Model input and output

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

2025 Standard Hourly Rates

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

Utility Management, Utility Coordination, and SUE		Hourly Billing
Senior Utility Coordinator		\$190.00
Utility Coordinator		\$170.00
SUE Field Manager		\$190.00
Sr. Utility Location Specialist		\$180.00
Utility Location Specialist		\$135.00
1-Person Designator Crew w/Equipment***		\$165.00
2-Person Designator Crew w/Equipment***		\$220.00
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)		\$335.00 (4 hr. min.)
Core Drill (equipment only)		\$830.00 per day
SUE QL-A Test Hole (0 < 8 ft)***		\$2,400.00 each
SUE QL-A Test Hole (> 8 < 15 ft)***		\$2,900.00 each
Construction Management, Construction Engineering and Inspection (CEI)		Hourly Billing
Construction Inspector I/II		\$120.00
Construction Inspector III		\$140.00
Senior Construction Inspector		\$160.00
Construction Manager		\$235.00
Senior Construction Manager		\$280.00

Direct Cost Reimbursables

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

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

Notes:

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

* Rates shown are subject to change in subsequent years.

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

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

ATTACHMENT 'B-1' COMPENSATION SUMMARY

SERVICE	FEE	FEE BASIS
BASIC SERVICES		
<u>EXISTING CONDITIONS ASSESSMENT PHASE 1</u>		
Area 1	\$57,000	Fixed Fee
Area 2	\$27,000	Fixed Fee
Area 3	\$56,000	Fixed Fee
TOTAL FEE	\$140,000	



ATTACHMENT 'B-2' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

5237 N. Riverside Drive
Suite 100
Fort Worth, TX 76137
817-336-5773

Client Contact
Client
Address

Invoice number
Date

Professional services rendered for the month ending November 30,2022

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
Existing Conditions Assessment – Phase 1					
Area 1					
Area 2					
Area 3					
Total					

Invoice total

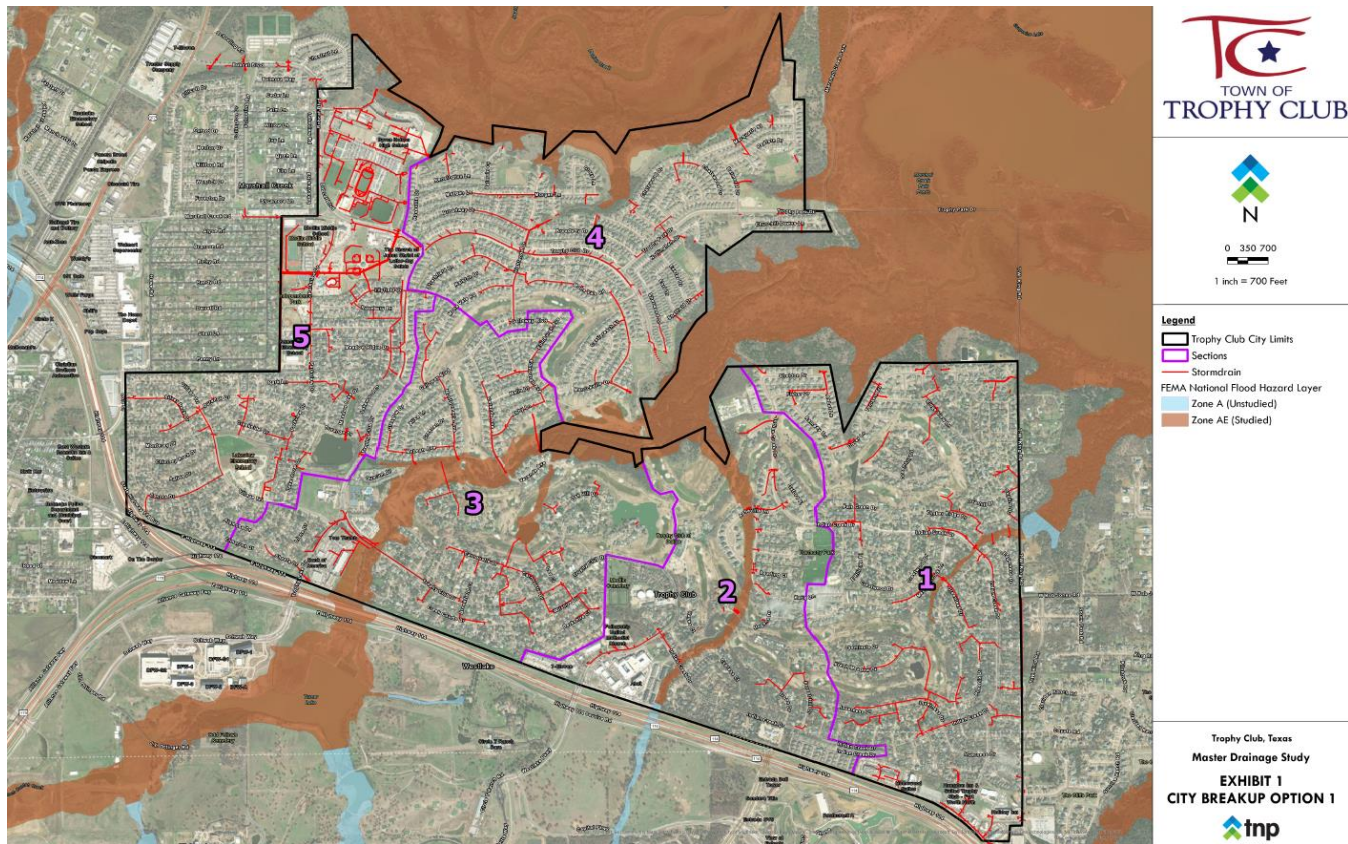
Please show project number on all payments of this statement

ATTACHMENT 'C' PROJECT SCHEDULE

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

ATTACHMENT 'D'

Area Limits





0 350 700



1 inch = 700 Feet

Legend

Trophy Club City Limits

Sections

Stormdrain

FEMA National Flood Hazard Layer

Zone A (Unstudied)

Zone AE (Studied)

Trophy Club, Texas

Master Drainage Study

**EXHIBIT 1
CITY BREAKUP OPTION 1**



TNP# TROC0000

Date Saved: 3/20/2025



TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Consider a resolution of the Town of Trophy Club suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates.
(Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: Oncor Electric Delivery Company ("Oncor") filed an application on or about June 26, 2025 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million, or approximately 13%, over present revenues. Oncor is requesting that the Town approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025 effective date of Oncor's rate increase for the maximum period permitted by law to allow the Town, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the Town to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the Town fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: There is no financial impact associated with this agenda item. Approving the resolution prevents Oncor's rate increase from becoming effective and engages the Steering Committee of Cities Served by Oncor to review and negotiate more reasonable terms.

LEGAL REVIEW: The Town is using documents created by the Steering Committee of Cities Served by Oncor, of which the Town of Trophy Club is a member, to suspend the Oncor rate filing request. The attached resolution as created and reviewed by Lloyd Gosselink Rochelle & Townsend, P.C.

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution of the Town of Trophy Club suspending the July 31, 2025 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates.

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

RESOLUTION OF THE TOWN OF TROPHY CLUB SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the Town of Trophy Club a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

WHEREAS, the Town of Trophy Club is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

SECTION 1.

That the July 31, 2025 effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

SECTION 2.

As indicated in the Town's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

SECTION 3.

That the Town's reasonable rate case expenses shall be reimbursed by Oncor.

SECTION 4.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5.

A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, BY A VOTE OF ____ TO _____. ON THIS 28TH DAY OF JULY, 2025.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: PD-AMD-25-002 (Hutchins BBQ PD Amendment)

Conduct a public hearing and consider an ordinance amending Planned Development District 25 (PD-25) to allow for a dining room expansion and off-site parking at 3000 SH 114. The applicant is Hutchins BBQ, on behalf of the landowner, Bread 114, LLC, and the subject property is legally described as Trophy Wood Business Center, Block B, Lot 2R2, approximately 2.052 acres, and is generally located at the northeast corner of Trophy Wood Drive and SH 114 in the Town of Trophy Club, Tarrant County, Texas. (Matt Cox, Community Development Director)

- i. Conduct Public Hearing
- ii. Consider Recommendation

BACKGROUND/SUMMARY: Planned Development District-25 (PD-25) was originally adopted in 2002 and encompasses approximately 16 acres of the area known as Trophy Wood Center. The PD has been amended in the past to accommodate unique development needs of the users and this particular lot, Trophy Wood Business Center, Block B, Lot 2R2, approximately 2.052 acres, was amended in July 2023 to provide for outside storage containers, a walk-in cooler on the exterior of the building, exterior modifications (smokestacks and exhaust fans, and signage).

The applicant, Hutchins BBQ, has requested a Planned Development District (PD-25) amendment to allow for the enclosure of the outdoor patio dining area of approximately 894 square feet (*Figure 1*). The existing horizontal fencing will be removed and replaced with a 12-foot-high split-face (CMU) wall with a standing-seam metal roof matching the original main dining area (*Figures 2, 3, 4 and 5*). The area will be accessed through one ingress/egress point to the interior of the structure and one ingress/egress to the outside walkway.



Figure 1



Figure 2



Figure 3

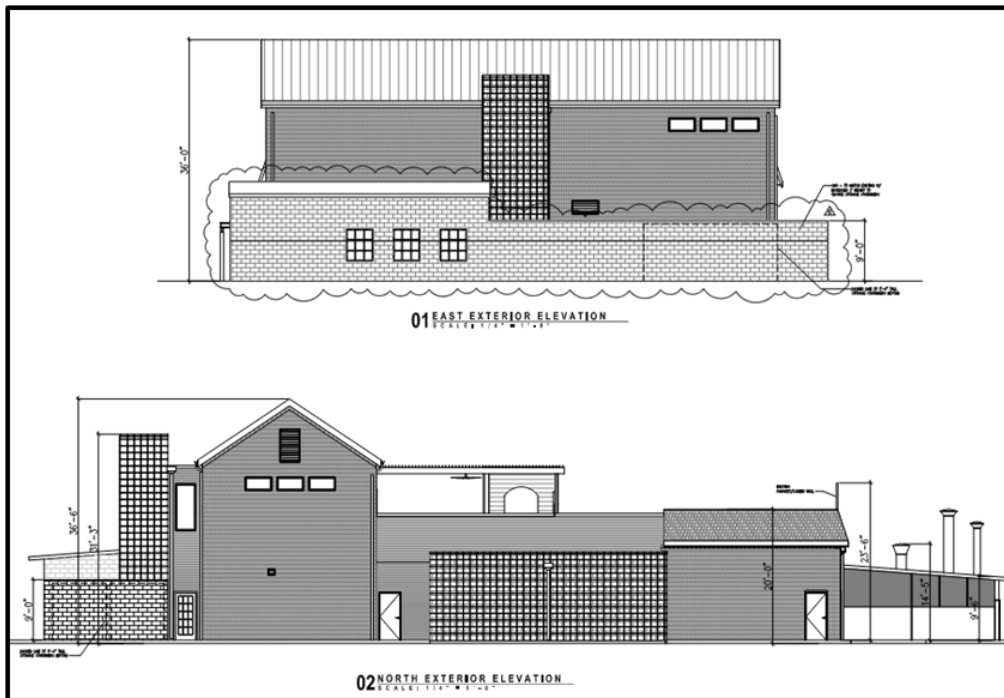


Figure 4

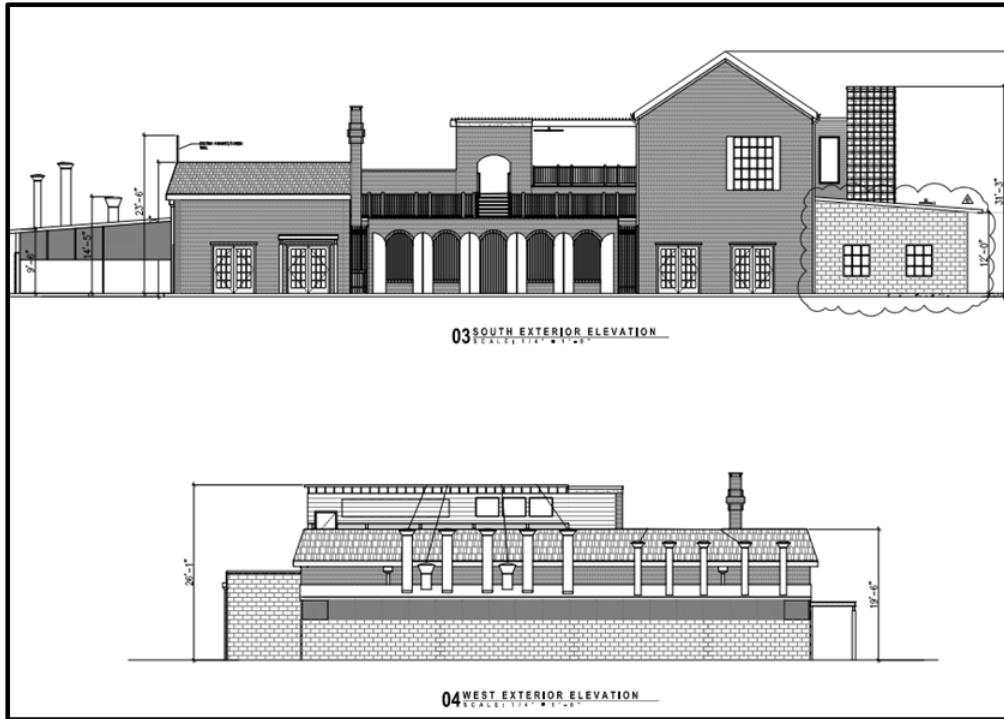


Figure 5

The site has limited parking and additional parking is required to satisfy the parking requirements. Hutchins BBQ has entered into a shared parking agreement (August 1, 2024) with Holiday Inn-Trophy Club for the use of 12 parking spaces for a term of 230 months (Figure 6). Trophy Club requires parking to be located on-site and the proposed PD amendment will allow the off-site parking to meet the requirements.



Figure 6

Existing PD Regulations:

The original PD 25 approved in 2002 required the following standards and the information below has been updated or identified as no changes are requested.

1. Final Detailed Site Plan and Elevations

The Architectural Site Plan A001, Adjacent Parking Plan A002, Exterior Elevations A300 and A301, shall satisfy the requirements of the Final Detailed Site Plan. A Civil Site Plan will not be required.

2. Site Line Studies

Site Line Studies previously established in Ordinance 2015-44 P&Z satisfy the site line study requirements. No changes requested.

3. Landscape Plan and Plant List

The previously approved Landscape Plan in Ordinance 2015-44 P&Z will be utilized for this application and a new plan will not be required. No changes requested.

4. Photometric Plan

The previously approved Photometric Plan in Ordinance 2015-44 P&Z will be utilized for this application and a new plan will not be required. No changes requested.

5. Wall and Fence Criteria

The previously approved Wall and Fence Criteria for the dumpster enclosure in Ordinance 2015-44 P&Z will be utilized for this application and a new plan will not be required. No changes requested for screening the dumpster. A decorative wood fence is being removed to enclose the patio.

6. Signage

The site signage for the restaurant was approved by Ordinance 2023-10-P&Z. No changes requested.

7. Development Schedule

The site is an existing development, and a Development Schedule is not required.

Notice of the public hearing was distributed as required by the Town of Trophy Club Zoning Ordinance and State Law. At the time of the agenda report submission, staff has not received any letters in support or in opposition to the PD Amendment application.

BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission conducted a public hearing on July 10, 2025, and unanimously recommended the item for approval with the additional recommendation that staff evaluate and consider pedestrian crosswalk markings and signage across Plaza Drive from the Holiday Inn to the restaurant area and near the Town-owned gravel parking lot adjacent to the restaurant.

FISCAL IMPACT: N/A

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

ATTACHMENTS:

1. Ordinance
2. Final Detailed Site Plan, Off-site shared parking exhibit, and Building Elevations
3. Applicant Statement
4. Executed Shared Parking Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance amending Planned Development District 25 (PD-25), to allow for a dining room expansion and off-site parking at 3000 SH 114, Trophy Club, Tarrant County, Texas.

TOWN OF TROPHY CLUB, TEXAS

ORDINANCE NO. 2025-XX P&Z

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS AMENDING ORDINANCE NO. 2002-41 P&Z, ORDINANCE NO. 2015-44 P&Z, ORDINANCE NO. 2023-10 P&Z, AND ORDINANCE NO. 2023-22, KNOWN AS PD PLANNED DEVELOPMENT DISTRICT NO. 25, TROPHY WOOD BUSINESS CENTER, BY ADOPTING EXHIBIT “D” ENTITLED “TRACT 3 DEVELOPMENT PLANS ”, TO AMEND AND ADOPT EXHIBITS 3-1, 3-3, AND 3-8 TO EXHIBIT “D-3” FOR LOT 2R-2, BLOCK B, TROPHY WOOD ADDITION (TRACT 3) AS SET FORTH IN EXHIBITS 3-1, 3-3, AND 3-8 TO EXHIBIT “D-3”; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS TO ADOPT EXHIBITS 3-1, 3-3, AND 3-8; PROVIDING A REVISED SITE PLAN, OFF-SITE PARKING STANDARDS, BUILDING ELEVATIONS, AND A PARKING LICENSE AGREEMENT, PROVIDING FOR AN AMENDMENT TO THE COMPREHENSIVE ZONING ORDINANCE OF THE TOWN; PROVIDING APPLICABLE REGULATIONS; PROVIDING A CUMULATIVE 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 A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; 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 Council of the Town of Trophy Club, Texas (the “Town Council”), is authorized and empowered by law, in accordance with Chapter 212 of the Texas Local Government Code, to regulate the subdivision of land and property development within the Town; and

WHEREAS, on December, 2, 2002, the Town adopted Ordinance No. 2002-41 P&Z, amending Ordinance No. 2000-06 P&Z of the Town, the same being the Comprehensive Zoning Ordinance, and amending the official zoning map of the Town by changing the zoning on a certain tract of land described as a 16.0 acre tract of land located generally to the North of State Highway 114, West of T.W. King Road, and South of Hanna and Jamie Court (the “Land”), from its then current zoning of “CG”, Commercial General, to PD Planned Development No. 25, Trophy Wood Business Center; and

WHEREAS, the owner/applicant of Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) has requested an amendment to PD-25 for the purpose of seeking approval of a Final Detailed Site Plan, Building Elevations, Off-Site Parking standards, and Off-Site Parking Agreement, for Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) and such amendments are set forth herein and in Exhibits 3-1, 3-3, and 3-8 to

Exhibit “D-3, entitled “Tract 3 Development Plans”, and

WHEREAS, all legal notices, requirements and conditions having been complied with, the case to rezone the Land came before the Planning and Zoning Commission; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the Town has recommended to the Town Council the adoption of the amendments to Ordinance No. 2002-41 P&Z, Ordinance No. 2015-44 P&Z, and Ordinance No. 2023-10 P&Z as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council at which the Town Council considered, among other things, the character of the land and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the Town, and does hereby find that the rezoning approved hereby accomplishes such objectives; and

WHEREAS, the Town Council has determined that there is a necessity and need for the change in zoning and that the proposed change is consistent with the Comprehensive Land Use Plan; and

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

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

SECTION 1. INCORPORATION OF PREMISES

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

SECTION 2. AMENDMENT

Exhibit “D-3” entitled “Tract 3 Development Plans” of Ordinance No. 2002-41 P&Z, and Ordinance No. 2015-44 P&Z of the Town of Trophy Club, Texas, the same being PD Planned Development No. 25, Trophy Wood Business Center, is hereby adopted to add the following regulations relating to Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) and to incorporate Exhibits 3.1, 3.3, and 3.8 to Exhibit “D-3” so that Exhibit “D” shall include the following and shall also include Exhibits 3.1, 3.3, and 3.8 and all other articles, chapter, sections, paragraphs, sentence, phrases and words are not amended but are hereby ratified and affirmed.

LOT 2R-2, BLOCK B, TROPHY WOOD BUSINESS CENTER (TRACT 3):

- A. Final Detailed Site Plan: A Final Detailed Site Plan for Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) of this PD Planned Development, and all parts therefore, is attached hereto as Exhibit “3.1”, “Final Detailed Site Plan”, of Exhibit D-3, “Tract 3 Development Plans”, and incorporated herein as if copied in its entirety. The Final Detailed Site Plan shall be adhered to in carrying out the development of Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) of the Land and compliance with each and every part of such Final Detailed Site Plan shall constitute as a condition precedent to the issuance of any building permit for Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) of the land in the PD Planned Development District.
- B. Landscape Plan & Plant List: The landscape plan and plant list established as Exhibit 3.2 Landscape Plan and Plant List, of Exhibit D-3 in Ordinance 2015-44 shall remain in full force and effect. No revisions are proposed to Exhibit 3.2.
- C. Building Elevations. The building elevations including fencing and screening for Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) of this PD Planned Development are attached hereto as Exhibit “3.3”, “Building Elevations”, of Exhibit D-3, “Tract 3 Development Plans”, and are incorporated herein as if copied in their entirety.
- D. Site Line Studies. The site line studies established as Exhibit 3.4 Site Line Studies, of Exhibit D-3 in Ordinance 2015-44 shall remain in full force and effect. No revisions are proposed to Exhibit 3.4.
- E. Photometric Plan. The photometric plan established as Exhibit 3.5 Photometric Plan, of D-3 in Ordinance 2015-44 shall remain in full force and effect. No revisions are proposed to Exhibit 3.5.
- F. Retaining Wall and Fence Criteria. The retaining wall and fence criteria established as Exhibit 3.6 Retaining Wall and Fence Criteria, of Exhibit D-3 in Ordinance 2015-44 shall remain in full force and effect. No revisions are proposed to Exhibit 3.6.
- G. Sign Criteria. The sign criteria for Lot 2R-2, Block B, Trophy Wood Business Center (Tract 3) established as Exhibit 3.7, “Sign Criteria”, of Exhibit D-3, “Tract 3 Development Plans” in Ordinance No. 2023-10 shall remain in full force and effect. No revisions are proposed to Exhibit 3.7.
- H. Civil Site Plan. The civil site plan requirement as identified in Section B. Additional Development Standards, Item 12, of the original PD Planned Development No. 25 ordinance (Ordinance No. 2002-41) has been completed upon the development of the site and no revisions are proposed in this ordinance.
- I. Development Schedule. The development schedule requirement as identified in Section B. Additional Development Standards, Item 12, of the original PD

Planned Development No. 25 ordinance (Ordinance No. 2002-41) has been completed upon the development of the site and no revisions are proposed in this ordinance.

- J. All parking lot landscape islands shall meet the landscaping requirements in the Code of Ordinances.
- K. Off-Site Parking. An off-site parking agreement has been executed, allowing eight (8) offsite parking spaces at the nearby Holiday Inn, Lot 3R3, Block B of the Trophy Wood Business Center shall count towards the parking requirement for PD Planned Development No. 25, as depicted in Exhibit 3.8. The Parking License Agreement should be maintained as per the terms of the Parking License Agreement, Exhibit 3.8.
- L. Section B. Additional Development Standards, Item 12, of the original PD Planned Development No. 25 ordinance (Ordinance No. 2002-41) shall be considered to have been fulfilled and no additional approvals shall be required. This ordinance shall satisfy the Town's requirements for securing permits and or certificates of occupancy provided that the proposed development does not exceed the development standard limitations outlined in this ordinance.
- M. Approvals for future developments shall not require an amendment to this PD ordinance provided that the proposed development does not exceed the development standard limitations of this ordinance.

SECTION 3. APPLICABLE REGULATIONS

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

SECTION 4. 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. SAVINGS

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

SECTION 6. PENALTY

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues. The penalty provided by this section shall be cumulative of all other penalties allowed by law, including without limitation, civil remedies available for enforcement of this Ordinance.

SECTION 7. SEVERABILITY

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases in 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 8. PUBLICATION

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption, penalty and effective date of this Ordinance as required by Section 3.16 of the Town's Charter, or Section 52.011 of the Texas Local Government Code, as applicable.

SECTION 9. EFFECTIVE DATE

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

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

Jeannette Tiffany, Mayor
Town of Trophy Club, Texas

[SEAL]

ATTEST:

Tammy Dixon, Town Secretary
Town of Trophy Club, Texas

APPROVED AS TO FORM:

Dean Roggia, Town Attorney
Town of Trophy Club, Texas

EXHIBIT 3.1
SITE PLAN

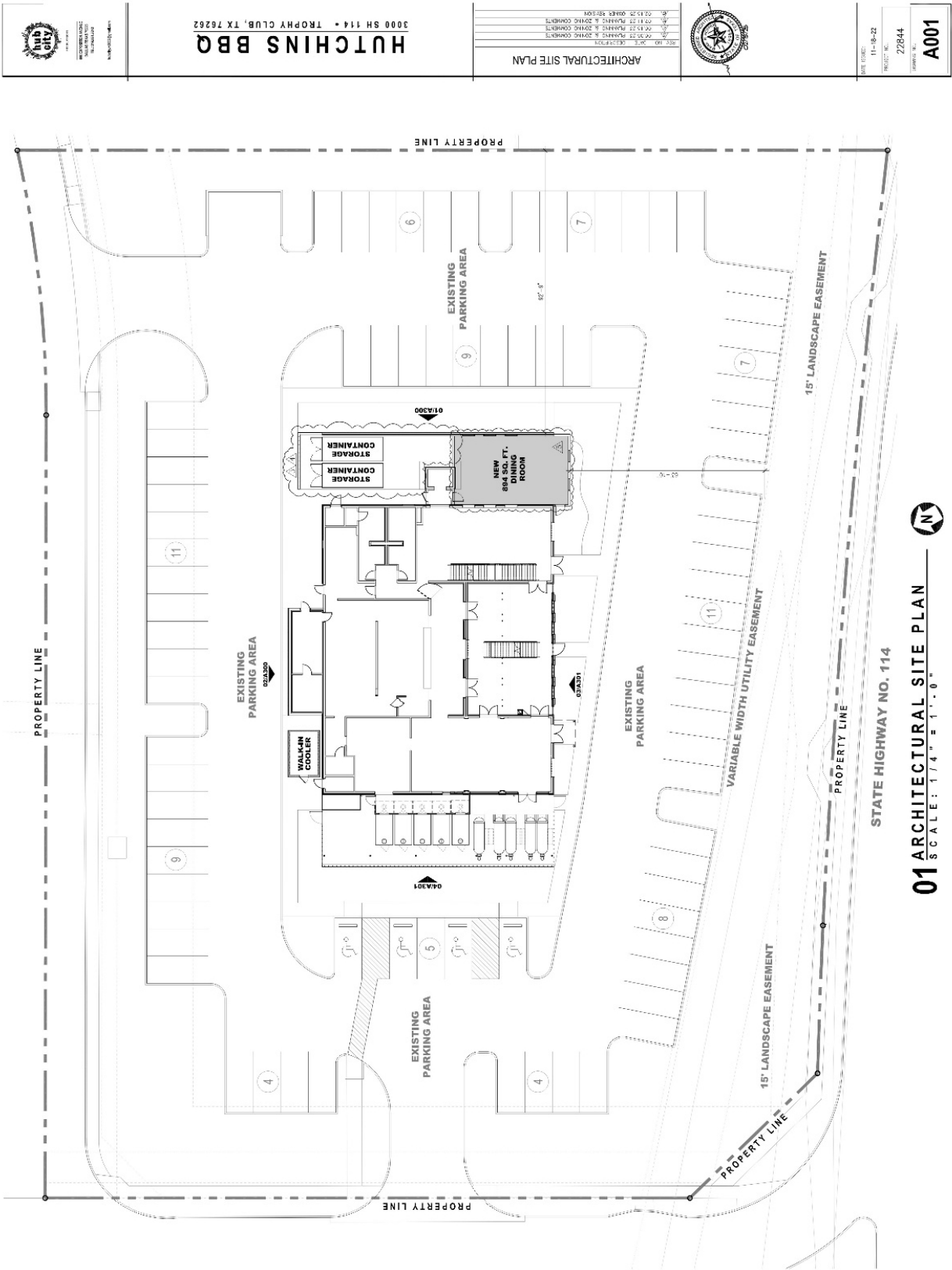


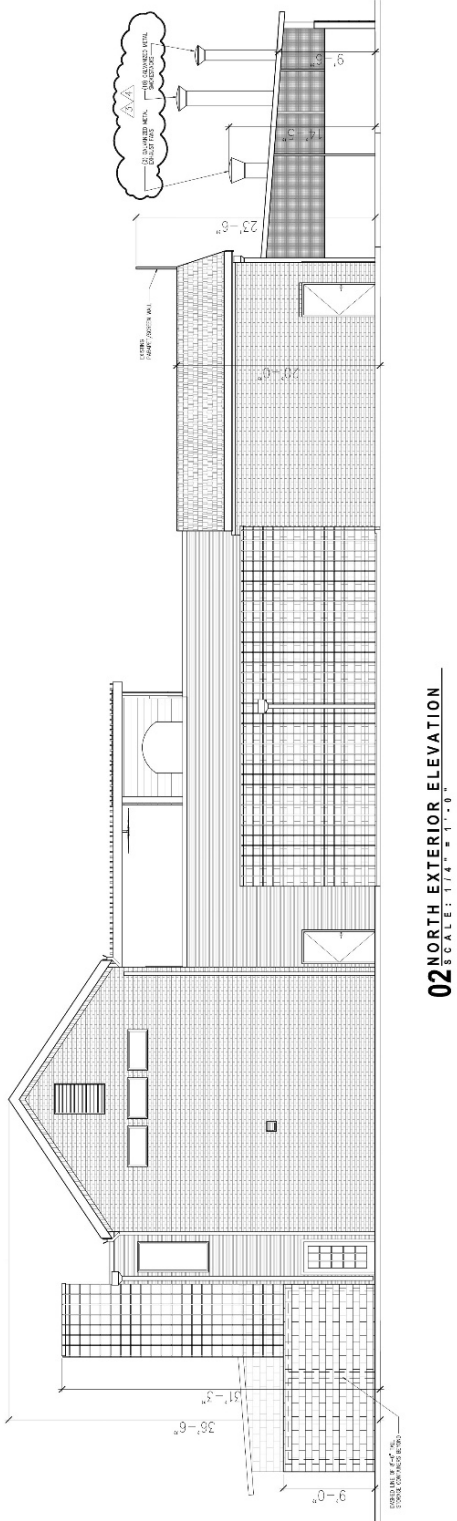
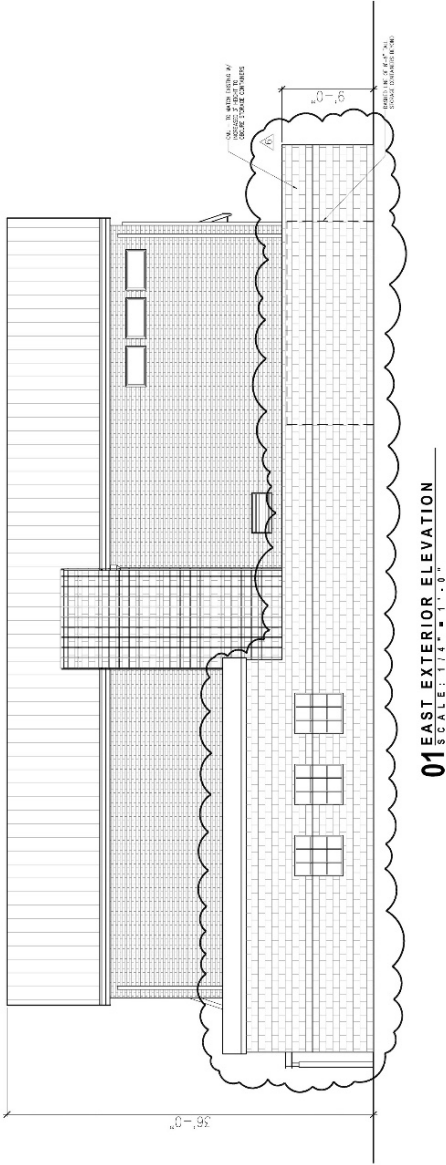
EXHIBIT 3.3 BUILDING ELEVATIONS



HUB CITY
 COMMERCIAL ARCHITECTURE
 1100 WEST 10TH STREET
 SUITE 100
 FORT WORTH, TX 76102
 TEL: 817.335.1100
 WWW.HUBCITYARCHITECTS.COM

3000 SH 114 • TROPHY CLUB, TX 76262
HUTCHINS BBQ

EXTERIOR ELEVATIONS
 DATE: 10/20/2016
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT NO.: 22844
 SHEET NO.: A300



[illegible]

EXHIBIT 3.8 PARKING PLAN

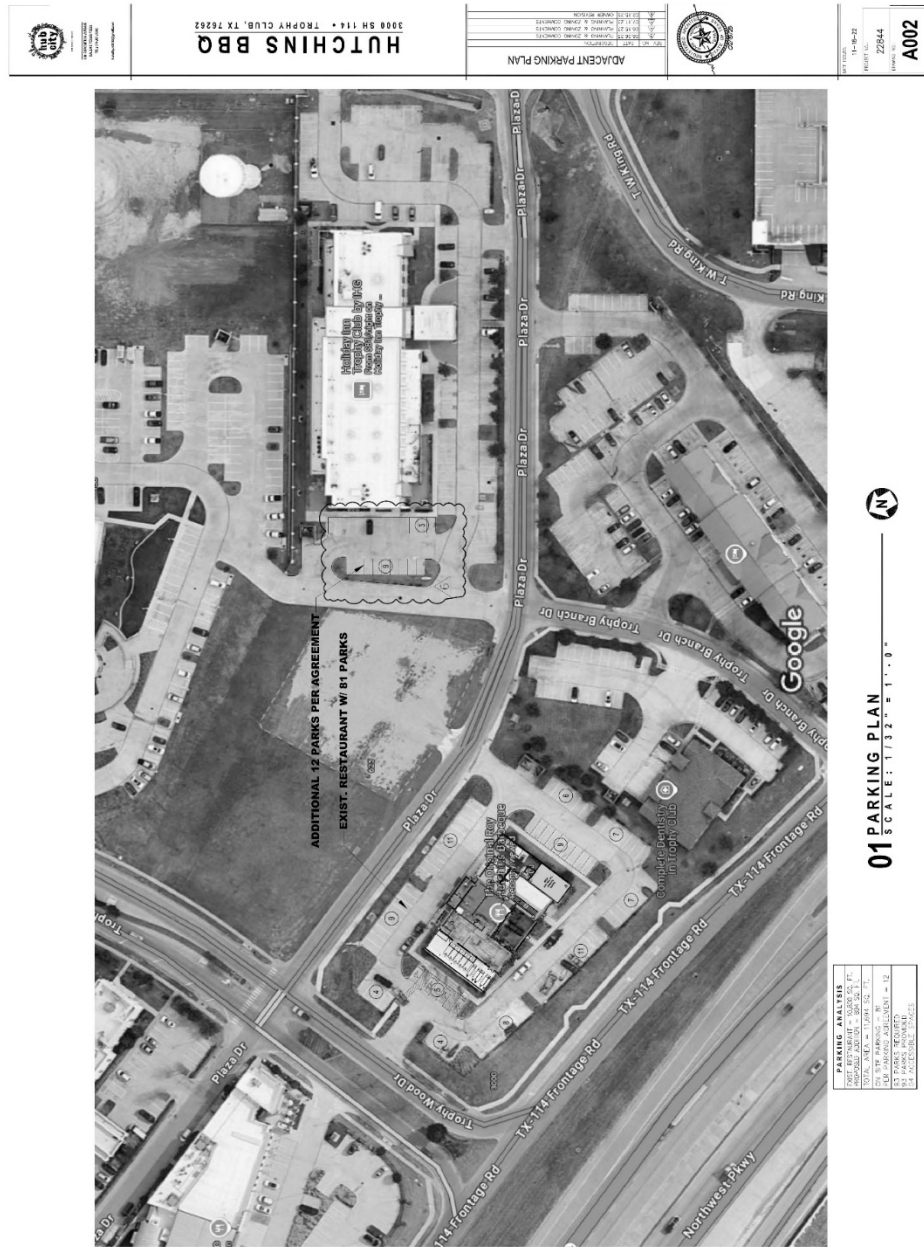


EXHIBIT 3.8 PARKING LICENSE AGREEMENT

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT is by and between SHRI SIDDHI VENYAK, LLC ("Holiday Inn – Trophy Club") and HUTCHINS NATIONAL, LLC ("Hutchins") and is effective as of the last of the dates set forth below (the "Effective Date").

Whereas, Hutchins operates a restaurant known as "The Original Roy Hutchins BBQ" at 3000 TX-114, Trophy Club, Texas 76262 (the "Restaurant"), and will be constructing a patio add-on and other associated improvements (the "Improvements") to the premises where the Restaurant is operated during the upcoming months; and

Whereas, as a result of the construction of such Improvements, the Restaurant will have need to accommodate the parking of additional vehicles; and

Whereas, due to the increased need for parking at such premises due to the construction of the Improvements, the Town of Trophy Club is requiring that Hutchins provide an additional 12 parking spaces; and

Whereas, Holiday Inn – Trophy Club operates a Holiday Inn hotel across the street from the Restaurant at 725 Plaza Dr., Trophy Club, TX 76262 (the "Hotel Property"); and

Whereas, Hutchins is interested in acquiring a license to use 12 parking spaces on the Hotel Property for the additional employees, customers, vendors, and construction workers who will be working at or patronizing the Restaurant as a result of the construction of the Improvements; and

Whereas, on the conditions and subject to the terms set forth herein, Holiday Inn – Trophy Club is willing to grant a irrevocable license to the Hutchins to use for the term of this Agreement 12 parking spaces on the Hotel Property for vehicular parking .

Now, therefore, for and in consideration of the covenants and obligations set forth below, Hutchins and Holiday Inn – Trophy Club agree as follows:

1. Subject to the Hutchin's faithful adherence to the terms and conditions of this Agreement, Holiday Inn – Trophy Club grants to Hutchins a irrevocable license (the "License") to use any 12 parking spaces on the Hotel Property for vehicular parking with the Restaurant. This License shall begin on the Effective Date and shall continue for a term of 230 months (the "Term").
2. The fee for the License shall be \$ 25⁰⁰ per calendar month and shall be due on or before the 15th day of each calendar month beginning with the first full calendar month after the Effective Date. If the Effective Date is on a day other than the 1st of any month, then the first month's License fee shall be prorated. If the License terminates on any day other than the last day of any month, then the last month's License fee shall also be prorated.

EXHIBIT 3.8 PARKING LICENSE AGREEMENT

3. Hutchins shall be responsible for complying with all of the Town's rules, regulations and ordinances with regard to parking. Holiday Inn – Trophy Club shall be responsible for maintaining the parking spaces and entrances into the parking spaces in good condition.

4. Hutchins may terminate this Agreement early at any time by providing Holiday Inn – Trophy Club 12 month's advanced written notice of such termination to the address below.

5. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In case any one 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 provision had never been contained herein. The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses. This Agreement embodies the totality of all agreements between Holiday Inn – Trophy Club and Hutchins with regard to the subject matter hereof and there are no other agreements, written or oral, that modify, amend or supersede those contained herein.

[the remainder of this page is intentionally left blank; signature page to follow]

EXHIBIT 3.8 PARKING LICENSE AGREEMENT

This Agreement is executed and made effective as of the Effective Date by the parties hereto.

HOLIDAY INN – TROPHY CLUB:

By: 

Print: RAS PATEL

Title: MANAGER

Date: 8/1/2024

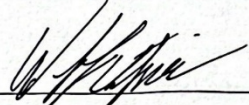
Address for Notices: 725 PALAZA DR

TROPHY CLUB

TX 76262

HUTCHINS:

HUTCHINS NATIONAL, LLC

By: 

Print: Wes Hutchins

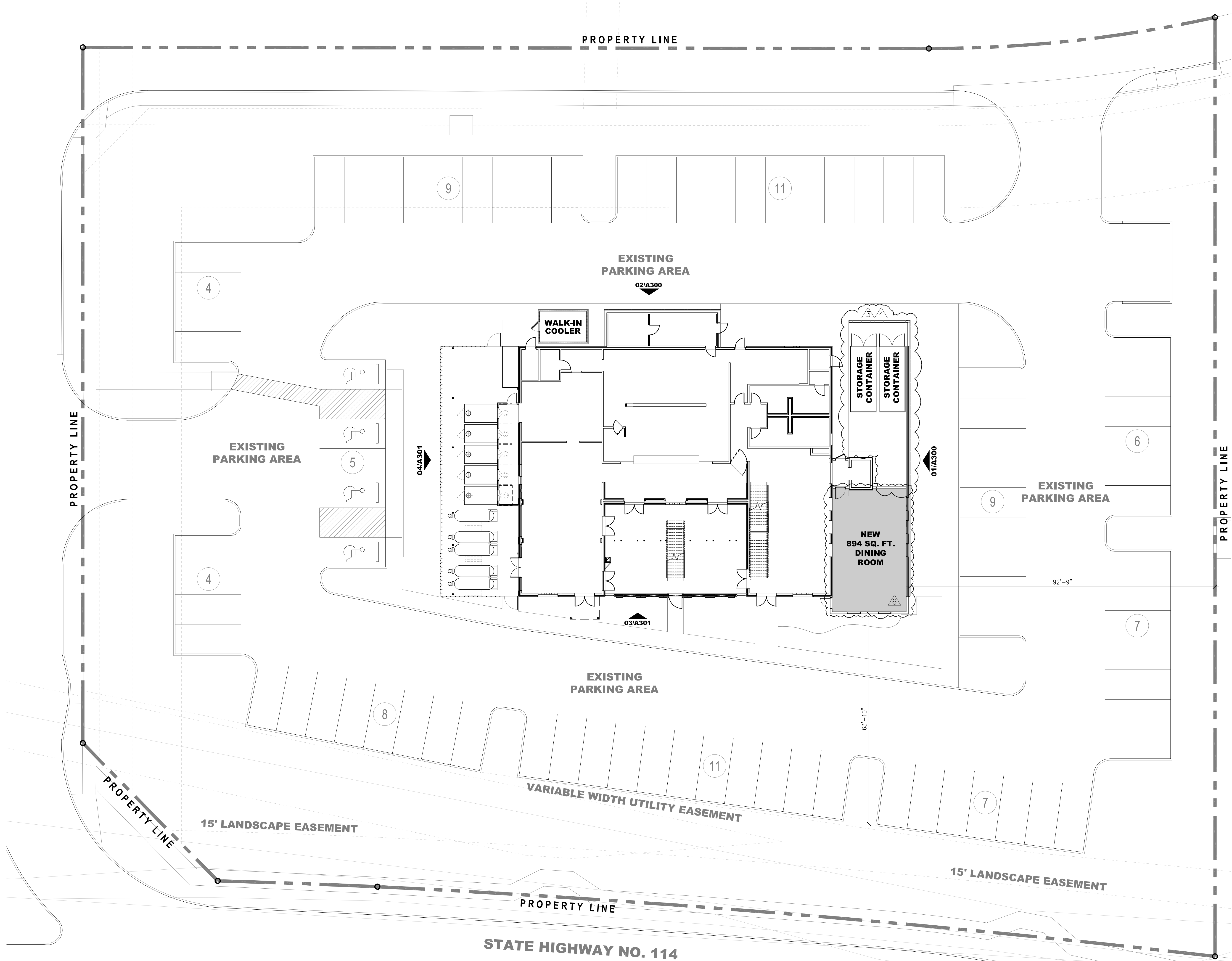
Title: Manager

Date: 8/1/2024

Address for Notices: 3000 TX-114

Trophy Club, TX

76262



800 EXPOSITION AVENUE
DALLAS TEXAS 75226
TEL: 214.821.8242

hubcityr2002@gmail.com

HUTCHINS BBQ

3000 SH 114 • TROPHY CLUB, TX 76262

ARCHITECTURAL SITE PLAN

REV. NO.	DATE	DESCRIPTION
1	06.06.23	PLANNING & ZONING COMMENTS
2	06.15.23	PLANNING & ZONING COMMENTS
3	07.11.23	PLANNING & ZONING COMMENTS
4	02.15.25	OWNER REVISION



DATE ISSUED:
11-18-22

PROJECT NO.:
22844

DRAWING NO.:

A001

01 ARCHITECTURAL SITE PLAN

SCALE: 1/4" = 1'-0"





PARKING ANALYSIS
EXIST. RESTAURANT = 10,800 SQ. FT.
PROPOSED ADDITION = 894 SQ. FT.
TOTAL AREA = 11,694 SQ. FT.
ON SITE PARKING = 81
PER PARKING AGREEMENT = 12
93 PARKS REQUIRED
93 PARKS PROVIDED
04 ACCESSIBLE SPACES

01 PARKING PLAN
SCALE: 1 / 32 " = 1 ' - 0 "



800 EXPOSITION AVENUE
DALLAS TEXAS 75226
TEL: 214.421.8242

hubcityr2002@gmail.com

HUTCHINS BBQ
3000 SH 114 • TROPHY CLUB, TX 76262

ADJACENT PARKING PLAN

REV. NO.	DATE	DESCRIPTION
1	06/06/23	PLANNING & ZONING COMMENTS
2	06/15/23	PLANNING & ZONING COMMENTS
3	07/11/23	PLANNING & ZONING COMMENTS
4	02/15/25	OWNER REVISION



DATE ISSUED:
11-18-22

PROJECT NO.:
22844

DRAWING NO.:
A002



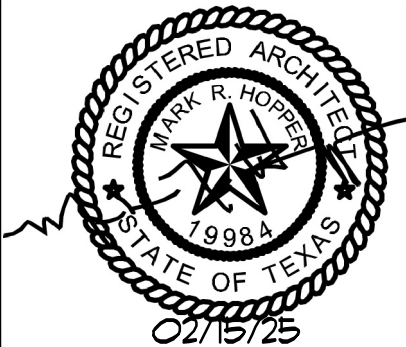
800 EXPOSITION AVENUE
DALLAS TEXAS 75208
TEL: 214.821.8242

hubcity.n2002@gmail.com

HUTCHINS BBQ
3000 SH 114 • TROPHY CLUB, TX 76262

EXTERIOR ELEVATIONS

REV. NO.	DATE	DESCRIPTION
1	06.06.23	PLANNING & ZONING COMMENTS
2	06.15.23	PLANNING & ZONING COMMENTS
3	07.11.23	PLANNING & ZONING COMMENTS
4	02.15.25	OWNER REVISION



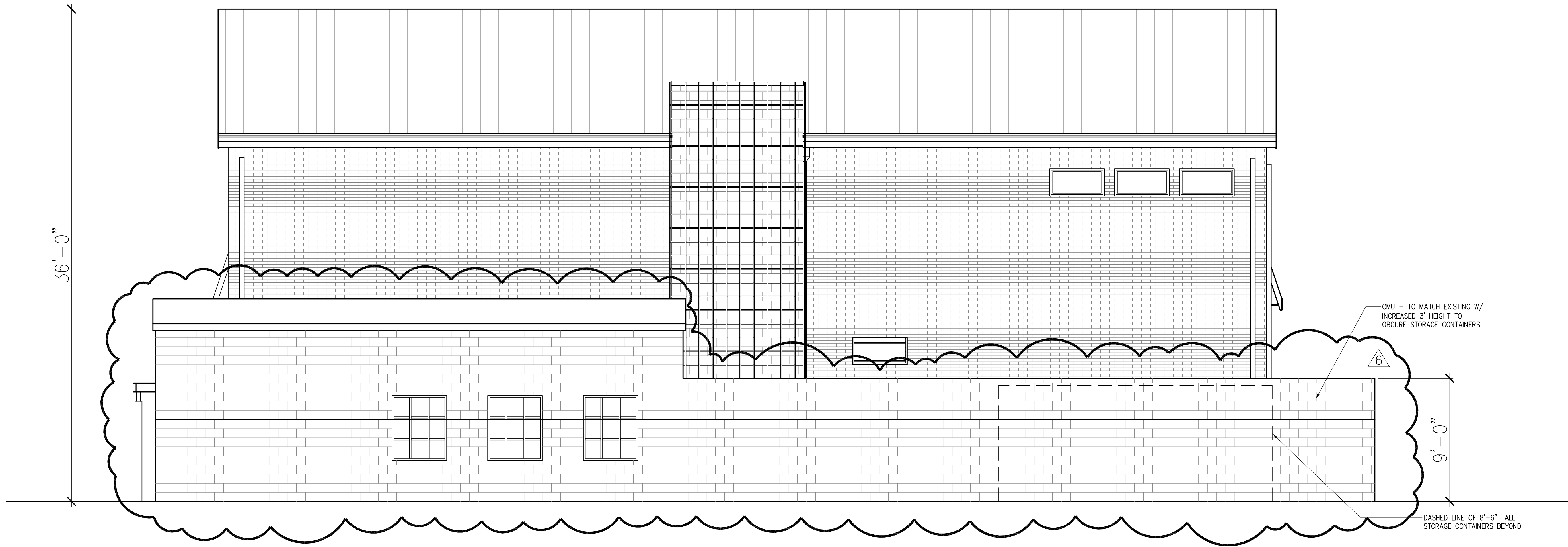
DATE ISSUED:
11-18-22

PROJECT NO.:

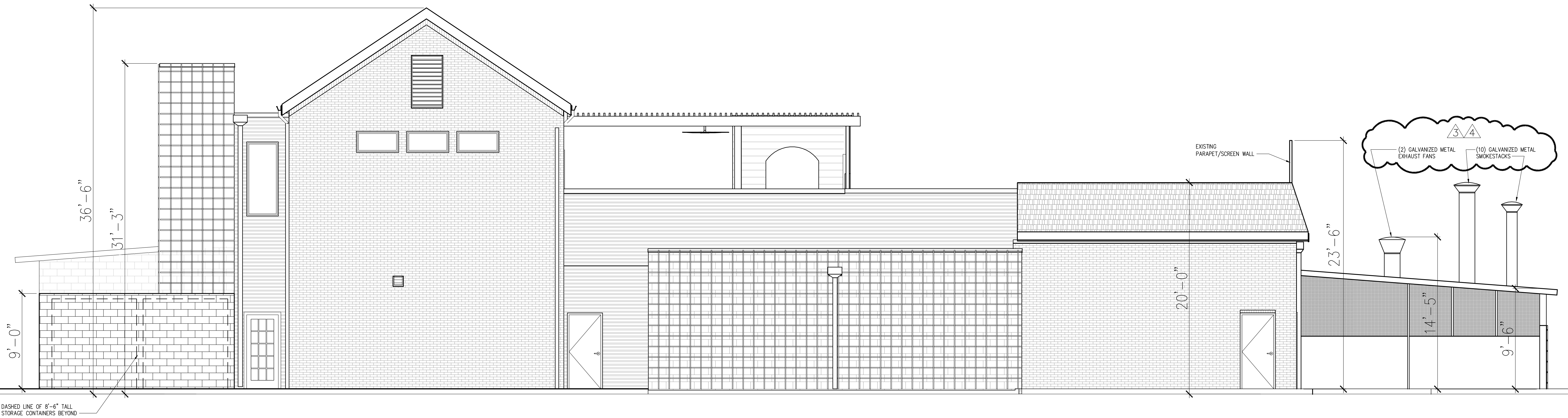
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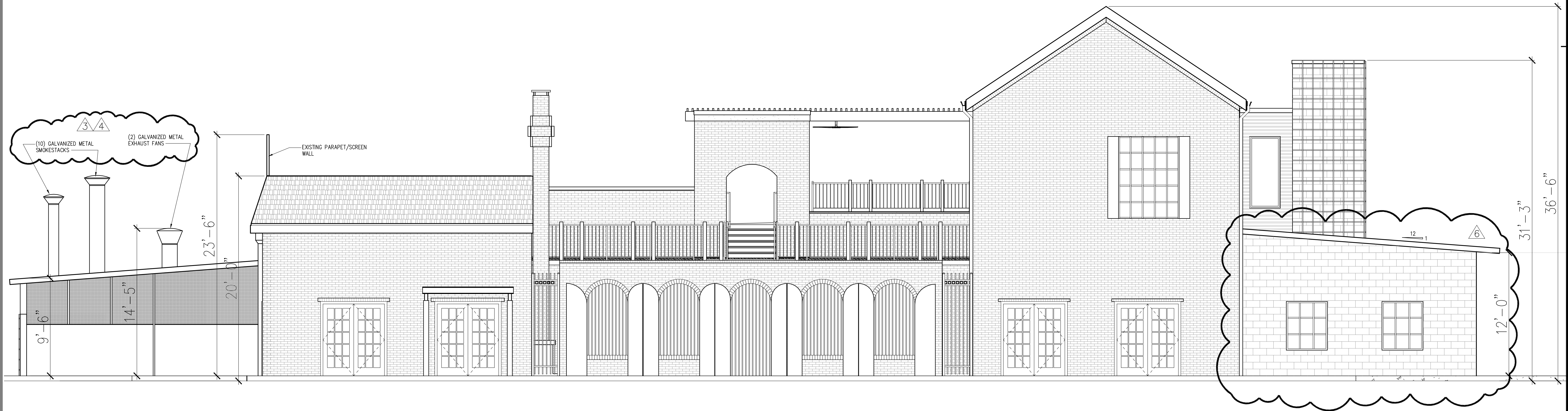
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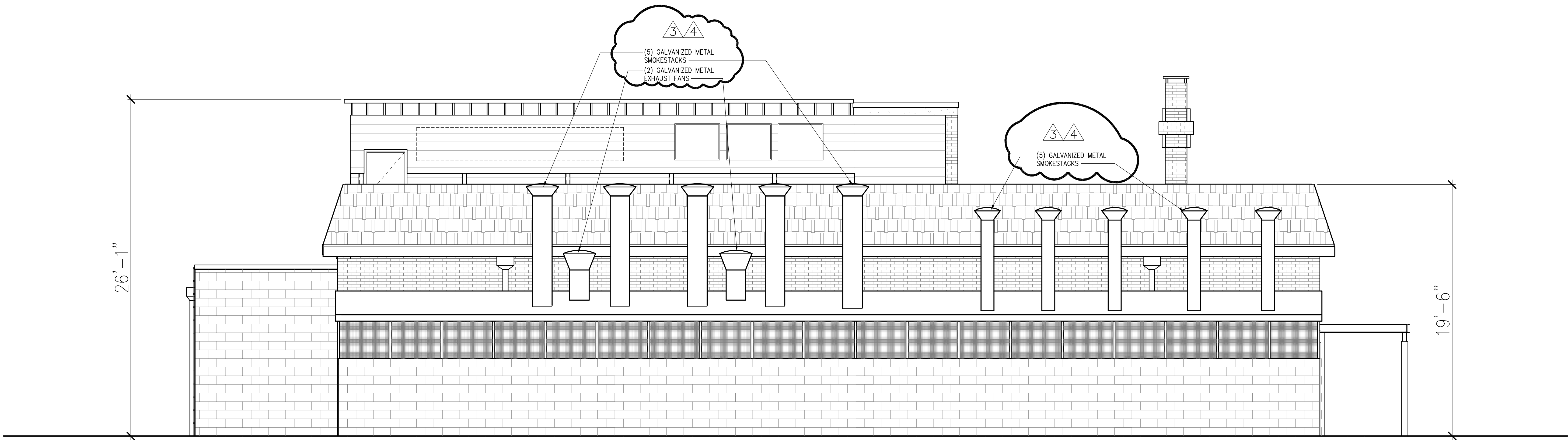
01 EAST EXTERIOR ELEVATION
SCALE: 1 / 4 " = 1 ' - 0 "



02 NORTH EXTERIOR ELEVATION
SCALE: 1 / 4 " = 1 ' - 0 "



03 SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



04 WEST EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



800 EXPOSITION AVENUE
DALLAS TEXAS 75208
TEL: 214.821.8242

hubcity.n2002@gmail.com

HUTCHINS BBQ
3000 SH 114 • TROPHY CLUB, TX 76262

EXTERIOR ELEVATIONS

REV. NO.	DATE	DESCRIPTION
1	06.06.23	PLANNING & ZONING COMMENTS
2	06.15.23	PLANNING & ZONING COMMENTS
3	07.11.23	PLANNING & ZONING COMMENTS
4	02.15.25	OWNER REVISION



DATE ISSUED:

11-18-22

PROJECT NO.:

22844

DRAWING NO.:

A301

HUB CITY PRODUCTIONS

800 EXPOSITION AVENUE • DALLAS TEXAS 75226 • 214.821.8242

C O M M U N I C A T I O N

DATE: 18 JUNE 2025

TO: HELEN-EVE BEADLE, ACIP
HE PLANNING + DESIGN
8458 HOWELL DRIVE
FRISCO, TEXAS 75034

FROM: ROBERT ROMANO

CC: WES HUTCHINS, MARK HOPPER

RE: ***HUTCHINS BBQ***
3000 HWY 114
TROPHY CLUB, TX 76262

ZONING PD-25 AMENDMENT

Per your request, the letter is to serve as a written explanation of the request for a change to the existing PLAN DEVELOPMENT 25 in Trophy Club, Texas.

The Original Roy Hutchin's BBQ in Trophy Club, TX, is a fantastic barbecue joint known for its authentic Texas flavor. Since 2005, they have been serving mouthwatering slow-cooked meats that capture the essence of traditional Texas barbecue.

With a cozy atmosphere and a commitment to quality, Roy Hutchin's BBQ is a must-visit destination for barbecue enthusiasts seeking an unforgettable dining experience. From tender brisket to juicy ribs and a variety of delicious sides, every dish is made with care and served with warm hospitality.

The current Trophy Club location opened in June of 2024 and has proved to be an immediate success. The restaurant has already outgrown it's dining room and the owners are looking to expand. The proposed PD AMENDMENT would include a new 894 square foot dining room as well as the additional 12 parking spaces (located at the adjacent Holiday Inn) needed to accommodate the expansion.

Thank you for your time and consideration.

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT is by and between SHRI SIDDHI VINYAK, LLC ("Holiday Inn – Trophy Club") and HUTCHINS NATIONAL, LLC ("Hutchins") and is effective as of the last of the dates set forth below (the "Effective Date").

Whereas, Hutchins operates a restaurant known as "The Original Roy Hutchins BBQ" at 3000 TX-114, Trophy Club, Texas 76262 (the "Restaurant"), and will be constructing a patio add-on and other associated improvements (the "Improvements") to the premises where the Restaurant is operated during the upcoming months; and

Whereas, as a result of the construction of such Improvements, the Restaurant will have need to accommodate the parking of additional vehicles; and

Whereas, due to the increased need for parking at such premises due to the construction of the Improvements, the Town of Trophy Club is requiring that Hutchins provide an additional 12 parking spaces; and

Whereas, Holiday Inn – Trophy Club operates a Holiday Inn hotel across the street from the Restaurant at 725 Plaza Dr., Trophy Club, TX 76262 (the "Hotel Property"); and

Whereas, Hutchins is interested in acquiring a license to use 12 parking spaces on the Hotel Property for the additional employees, customers, vendors, and construction workers who will be working at or patronizing the Restaurant as a result of the construction of the Improvements; and

Whereas, on the conditions and subject to the terms set forth herein, Holiday Inn – Trophy Club is willing to grant a irrevocable license to the Hutchins to use for the term of this Agreement 12 parking spaces on the Hotel Property for vehicular parking .

Now, therefore, for and in consideration of the covenants and obligations set forth below, Hutchins and Holiday Inn – Trophy Club agree as follows:

1. Subject to the Hutchin's faithful adherence to the terms and conditions of this Agreement, Holiday Inn – Trophy Club grants to Hutchins a irrevocable license (the "License") to use any 12 parking spaces on the Hotel Property for vehicular parking with the Restaurant. This License shall begin on the Effective Date and shall continue for a term of 230 months (the "Term").

2. The fee for the License shall be \$ 25⁰⁰ per calendar month and shall be due on or before the 15th day of each calendar month beginning with the first full calendar month after the Effective Date. If the Effective Date is on a day other than the 1st of any month, then the first month's License fee shall be prorated. If the License terminates on any day other than the last day of any month, then the last month's License fee shall also be prorated.

3. Hutchins shall be responsible for complying with all of the Town's rules, regulations and ordinances with regard to parking. Holiday Inn – Trophy Club shall be responsible for maintaining the parking spaces and entrances into the parking spaces in good condition.

4. Hutchins may terminate this Agreement early at any time by providing Holiday Inn – Trophy Club 12 month's advanced written notice of such termination to the address below.

5. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In case any one 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 provision had never been contained herein. The prevailing party in any legal proceeding brought in relation to this Agreement or transaction shall be entitled to recover from the non prevailing party's court costs, reasonable attorneys' fees and all other reasonable litigation expenses. This Agreement embodies the totality of all agreements between Holiday Inn – Trophy Club and Hutchins with regard to the subject matter hereof and there are no other agreements, written or oral, that modify, amend or supersede those contained herein.

[the remainder of this page is intentionally left blank; signature page to follow]

This Agreement is executed and made effective as of the Effective Date by the parties hereto.

HOLIDAY INN – TROPHY CLUB:

By: 

Print: RAS Patel

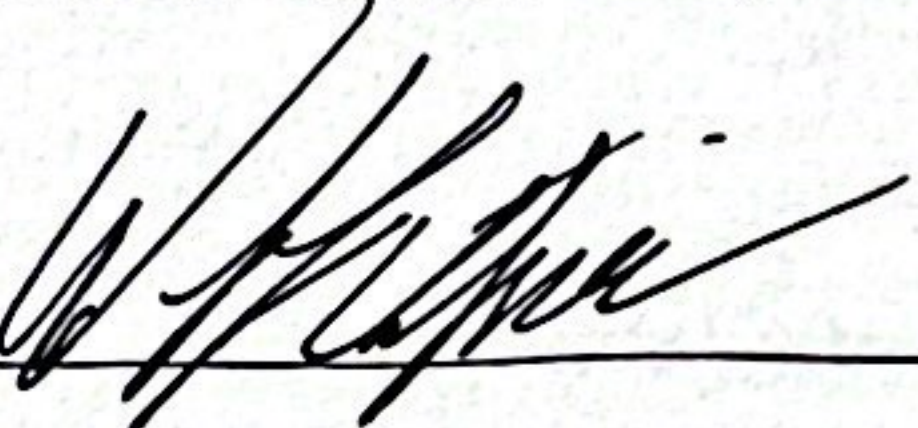
Title: MANAGER

Date: 8/1/2024

Address for Notices: 725 PALAZA DR
TROPHY CLUB
TX 76262

HUTCHINS:

HUTCHINS NATIONAL, LLC

By: 

Print: Wes Hutchins

Title: Manager

Date: 8/1/2024

Address for Notices: 3000 TX-114
Trophy Club, TX
76262



TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

FROM: Patrick Arata, Chief of Police

AGENDA ITEM: Conduct a public hearing and consider the FY 2026 Crime Control & Prevention District Budget. (Patrick Arata, Chief of Police)

- i. Conduct Public Hearing
 - ii. Consider Approval
-

BACKGROUND/SUMMARY: The Town of Trophy Club operates a Crime Control and Prevention District (CCPD), primarily funded by a dedicated quarter-cent sales tax. For Fiscal Year 2026, projected revenue from this funding source is approximately \$430,181. These funds support a wide range of community-based programs and initiatives aimed at enhancing public safety and fostering a secure environment for all residents.

At its regular meeting on July 9, 2025, the CCPD Board unanimously approved the proposed budget for FY 2026. The Town Council is now being asked to hold a public hearing and consider final approval of the proposed budget.

CCPD-Funded Programs Include:

- Bicycle Safety Education
- Citizen Police Academy
- Golf Cart Safety and Inspection
- Identity Theft Awareness and Prevention Training
- Community Safety Fairs
- Business Security Assessments
- Crime Prevention Education Initiatives
- Home Security Inspections
- National Night Out Events
- School Resource Officer and School Safety Programs
- Citizens on Patrol
- Crime Prevention Through Environmental Design (CPTED)
- Home Vacation Watch Services
- Neighborhood Watch Program
- Take Me Home/Silver Alert Program
- K-9 Program for drug prevention and enforcement support

Proposed FY 2026 Budget Overview:

The proposed FY 2026 CCPD budget totals \$539,884 in expenditures and is designed to support the Trophy Club Police Department's ongoing efforts to:

- Enhance community safety
- Upgrade essential police equipment
- Expand officer training and public education initiatives

The budget will be funded by an estimated \$430,181 in sales tax, grant, and interest revenue, with the remaining \$109,703 covered through an allocation from the CCPD fund balance. The projected ending fund balance as of September 30, 2024 was \$308,814.

Budget Highlights:

- Acquisition of two fully equipped police vehicles
- Expansion of officer training programs
- Continued support for public safety outreach efforts
- Introduction of a drone program and upgrade of duty weapons with RMR gun sight systems, funded under the small equipment budget line
- Third-year payment for the Flock Safety license plate reader system
- Ongoing support for community education initiatives and School Resource Officer (SRO) programs

New Position:

To support long-term staffing needs, the Police Department is proposing the addition of a Police Cadet position to the CCPD budget. This role is intended to prepare a future officer by enrolling the cadet(s) in the police academy, supporting recruitment and succession planning efforts. The total cost of the position is \$110,411.03 for FY 2026.

BOARD REVIEW/CITIZEN FEEDBACK: The FY 2026 Proposed CCPD Budget was presented during the CCPD Board's regularly scheduled meeting on July 9, 2025, and the Board approved the budget as presented.

FISCAL IMPACT:

The FY 2026 CCPD Budget projects \$430,181 in revenue and \$539,884 in expenditures. The CCPD will use \$109,703 of the September 30, 2024 \$308,814 fund balance.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Presentation
2. CCPD Budget
3. Budget Overview
4. Drone Justification
5. Traffic Safety Program Summary
6. Flock Safety Program Summary
7. Vehicle Replacement Summary
8. School Safety Program Summary
9. Training Programs Summary
10. Police Cadet Position Summary

ACTIONS/OPTIONS:

Staff recommends that the Town Council conduct the public hearing and move to approve the FY 2026 Crime Control & Prevention District Budget.



CRIME CONTROL AND PREVENTION DISTRICT (CCPD)

FY 26 Proposed Budget



PROPOSED BUDGET FOR FY 26

CCPD Fund	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ACTUAL	FY 2025 APPROVED	FY 2025 AMENDED	FY 2025 YEAR TO DATE	FY 2026 PROPOSED	FY 2027 PROJECTED
Beginning Fund Balance	\$ 274,127	\$ 280,480	\$ 257,573	\$ 312,685	\$ 312,685	\$ 312,685	\$ 308,814	\$ 199,111
Revenue								
Sales Tax	\$ 365,464	\$ 373,794	\$ 424,044	\$ 360,500	\$ 360,500	\$ 222,692	\$ 425,000	\$ 437,750
Grant Revenue	483	21,525	12,700	4,000	4,000	-	4,120	4,244
Interest Income	-	971	570	1,030	1,030	211	1,061	1,093
Assets Sold	-	10,000	-	-	-	-	-	-
Total Revenue	\$ 365,947	\$ 406,290	\$ 437,314	\$ 365,530	\$ 365,530	\$ 222,903	\$ 430,181	\$ 443,086
Expenditures								
Personnel								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,733	\$ 73,885
Overtime	-	13,700	16,556	20,400	20,400	-	25,000	25,750
Retirement	-	1,644	2,185	2,840	2,840	-	13,920	14,338
Medical Insurance	-	685	943	-	-	-	17,924	-
Dental Insurance	-	41	78	-	-	-	1,296	-
Vision Insurance	-	4	14	-	-	-	271	-
Life Insurance & Other	-	33	71	-	-	-	723	-
Social Security Taxes	-	-	1,074	1,265	1,265	-	5,997	6,177
Medicare Taxes	-	-	241	296	296	-	1,403	1,445
Unemployment Taxes	-	-	2	-	-	-	252	260
Workers' Compensation	-	585	164	1,087	1,087	209	3,364	3,465
Total Personnel	\$ -	\$ 16,692	\$ 21,328	\$ 25,888	\$ 25,888	\$ 209	\$ 141,884	\$ 125,320
Services & Supplies								
Professional Outside Services	\$ 47,913	\$ 40,468	\$ 41,402	\$ 45,000	\$ 45,000	\$ 27,573	\$ 35,000	\$ 36,050
Schools & Training	23,571	16,408	21,440	21,500	21,500	4,924	25,000	25,750
Equipment Maintenance	-	-	530	-	-	-	-	-
Qualifying Expenses	16,813	7,294	19,716	21,500	21,500	18,877	25,000	25,750
Meetings	-	272	1,266	800	800	-	825	850
Office Supplies	1,932	3,135	5,160	600	600	731	2,600	2,678
Postage	245	-	48	100	100	-	1,060	1,092
Publications/Books/Subscription	51	3,952	283	500	500	-	515	530
Uniforms	4,920	19,372	11,430	8,000	8,000	450	8,000	8,240
Protective Clothing	-	-	855	-	-	-	-	-
Small Equipment	48,198	73,111	45,898	75,000	75,000	25,007	120,000	123,600
Principle - Lease Payment	33,273	-	-	-	-	-	-	-
Interest - Lease Payment	157	-	-	-	-	-	-	-
Total Services & Supplies	\$ 177,073	\$ 164,013	\$ 148,029	\$ 173,000	\$ 173,000	\$ 77,562	\$ 218,000	\$ 224,540
Capital								
Capital Outlay	\$ 273,098	\$ 248,492	\$ 212,844	\$ 160,000	\$ 204,331	\$ 149,003	\$ 180,000	\$ 185,400
Total Capital	\$ 273,098	\$ 248,492	\$ 212,844	\$ 160,000	\$ 204,331	\$ 149,003	\$ 180,000	\$ 185,400
Total Expenditures	\$ 450,171	\$ 429,197	\$ 382,201	\$ 358,888	\$ 403,219	\$ 226,773	\$ 539,884	\$ 535,260
Other Sources (Uses)								
Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lease Proceeds	90,577	-	-	-	-	-	-	-
Total Other Sources (Uses)	\$ 90,577	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease)	\$ 6,353	\$ (22,907)	\$ 55,113	\$ 6,642	\$ (37,689)	\$ (3,871)	\$ (109,703)	\$ (92,173)
Ending Fund Balance	\$ 280,480	\$ 257,573	\$ 312,685	\$ 319,327	\$ 274,996	\$ 308,814	\$ 199,111	\$ 106,938

SCHOOL SAFETY PROGRAM IMPACT

VAPE-RELATED
INCIDENTS

69

DRUG-RELATED
TIPS

47

BULLYING/
HARRASSMENT

37

ASSAULTS,
FIGHTING, AND
THREATS

16

SEXUAL
MISCONDUCT/
ASSAULT

6

OTHER

29

**TOTAL:
204 TIPS**

ACROSS BYRON NELSON HIGH SCHOOL
AND MEDLIN MIDDLE SCHOOL



PROGRAM IMPACT

Golf Cart Safety
and Inspection

11

Identity Theft
Awareness and
Prevention
Training

Home Security
Inspection

Officer Completed
Training

Citizens on Patrol
16 Volunteers

418
Hours

National Night
Out Events

9

OTHER

EVO MAX DRONE



TOWN OF
TROPHY CLUB



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

FY2025-26 Proposed Budget

CCPD Fund	FY 2022 ACTUAL	FY 2023 ACTUAL	FY 2024 ACTUAL	FY 2025 APPROVED	FY 2025 AMENDED	FY 2025 YEAR TO DATE	FY 2026 PROPOSED	FY 2027 PROJECTED
Beginning Fund Balance	\$ 274,127	\$ 280,480	\$ 257,573	\$ 312,685	\$ 312,685	\$ 312,685	\$ 308,814	\$ 199,111
Revenue								
Sales Tax	\$ 365,464	\$ 373,794	\$ 424,044	\$ 360,500	\$ 360,500	\$ 222,692	\$ 425,000	\$ 437,750
Grant Revenue	483	21,525	12,700	4,000	4,000	-	4,120	4,244
Interest Income	-	971	570	1,030	1,030	211	1,061	1,093
Assets Sold	-	10,000	-	-	-	-	-	-
Total Revenue	\$ 365,947	\$ 406,290	\$ 437,314	\$ 365,530	\$ 365,530	\$ 222,903	\$ 430,181	\$ 443,086
Expenditures								
Personnel								
Salaries	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 71,733	\$ 73,885
Overtime	-	13,700	16,556	20,400	20,400	-	25,000	25,750
Retirement	-	1,644	2,185	2,840	2,840	-	13,920	14,338
Medical Insurance	-	685	943	-	-	-	17,924	-
Dental Insurance	-	41	78	-	-	-	1,296	-
Vision Insurance	-	4	14	-	-	-	271	-
Life Insurance & Other	-	33	71	-	-	-	723	-
Social Security Taxes	-	-	1,074	1,265	1,265	-	5,997	6,177
Medicare Taxes	-	-	241	296	296	-	1,403	1,445
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Ending Fund Balance	\$ 280,480	\$ 257,573	\$ 312,685	\$ 319,327	\$ 274,996	\$ 308,814	\$ 199,111	\$ 106,938



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TOWN OF TROPHY CLUB CRIME CONTROL AND PREVENTION DISTRICT (CCPD) FY 2025-2026 Budget Overview

Purpose and Background

The Trophy Club Police Department remains committed to public safety by investing in strong programs, effective training, and advanced technology. Our goal is to ensure officers are well-equipped to serve and protect the community.

For FY 2025-26, the CCPD will use a portion of its fund balance to support key initiatives, including:

- Continuing our K-9 Program as part of our ongoing drug prevention and enforcement efforts.
 - Purchasing and installing RMR Gun Sight Systems on duty handguns (\$21,000).
 - Launching a new Drone Program to support patrol, search and rescue, and situational awareness (\$30,000).
 - Adding a Police Cadet Position (\$110,411.03)
-

Budget Summary

Estimated Sales Tax Revenue: \$430,181

Beginning Fund Balance: \$308,814

Total Proposed Expenditures: \$539,884

Ending Fund Balance: \$199,111

To fund these priorities, we will use both projected sales tax revenue and a portion of the existing fund balance.

FY 2025-26 CCPD Budget Highlights with Justifications

Capital Purchases – \$180,000

2 Police Vehicles: \$60,000 each

These new patrol units replace aging vehicles to ensure reliable response times and reduce long-term maintenance costs.

Vehicle Equipment & Installation: \$30,000

Outfitting vehicles with lights, sirens, communication tools, and safety gear needed for patrol operations.

Officer Support and Public Safety Operations**Overtime Pay – \$31,565**

Covers additional staffing needs for School Resource Officers (SROs), community policing efforts, and special safety operations outside regular shifts.

Professional Services – \$35,000

Includes state-mandated racial profiling reports, legal consultation, and specialized external training to ensure compliance and quality.

Firearms & Equipment – \$25,000

Supports firearms qualifications, new weapon optics (RMR sights), ammunition, and other safety-related upgrades for duty weapons.

Protective Gear/Uniforms – \$8,000

Replaces worn-out gear and uniforms to maintain officer safety, professional appearance, and compliance with standards.

Office Supplies & Postage – \$5,000

Essential daily operational supplies for administrative functions and community outreach materials.

Police Cadet Position – \$110,411.03

The Police Department is adding funding for a **Police Cadet position**. This will be an over-hire to ensure the department remains fully staffed. The role is designed to proactively address staffing gaps and support the department's long-term personnel readiness.

Training & Community Education – \$25,000

Provides mandatory Texas Commission on Law Enforcement (TCOLE) training for officers, mental health and de-escalation instruction, and leadership development. These courses are critical for officer readiness and community trust.

Community Outreach Programs**Educational Classes for Residents and Students**

Programs focus on safety, fraud prevention, teen driving, drug awareness, and internet safety—engaging the community in crime prevention.

Small Equipment – \$120,000

Automated License Plate Recognition (ALPR)

Year 3 of the 5-year Flock Safety contract to enhance crime-solving capability.

TASER Support

Maintains warranties and replaces parts for 23 TASER units, ensuring all officers have reliable non-lethal force options.

SRO Crime Stoppers & Training

Funds school-related safety programs and provides SROs with specialized tools to connect with students and address juvenile issues.

Drone Program and RMR Gun Sight Systems

Supports advanced technology needs with drone deployment and upgraded firearm optics. This funding ensures both programs are operational and fully integrated into department operations.

Strategic Focus Areas

1. Investing in Equipment and Technology

New tools and updated systems that improve officer performance and public safety.

2. Enhancing Community Safety Programs

Programs proven to reduce crime and increase community engagement.

3. Training and Development

High-quality training for officers and public education initiatives.

Conclusion

The proposed FY 2025-26 CCPD budget reflects a balanced and responsible investment in public safety. It addresses both operational needs and long-term strategic priorities by funding:

Critical equipment upgrades to ensure our officers have the tools they need to perform their duties safely and effectively.

Community education and outreach programs that directly impact crime prevention and public engagement.

Ongoing training that promotes professionalism, accountability, and excellence in policing.

Personnel investments to sustain full staffing levels, including the addition of a Police Cadet to proactively maintain department readiness.

Our recent ranking as the 4th safest city in Texas is not just a milestone—it's proof that our proactive, data-driven approach is working. But maintaining this standard requires continued investment. The items outlined in this budget are not luxuries; they are

necessities for sustaining and enhancing the level of service our community expects and deserves.

With the CCPD board's support, we can build on our successes, address emerging challenges, and keep Trophy Club one of the safest and most desirable communities in the state.

We respectfully request approval of the FY 2025-26 CCPD budget.



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Justification for adding a drone to the Police Department

The addition of the Autel EVO Max 4N drone to the police department represents a strategic investment in enhancing public safety, officer efficiency, and operational capability. This drone is designed specifically for mission-critical applications in public safety and is equipped with advanced features that significantly improve situational awareness, search and rescue, and tactical response.

Key Benefits:

1. Superior Night Operations Capability

The EVO Max 4N features a starlight night vision camera, thermal imaging, and a laser rangefinder. This combination allows officers to effectively conduct operations in complete darkness—ideal for missing persons searches, suspect tracking, and perimeter security during nighttime incidents.

2. Advanced Obstacle Avoidance and Navigation

With an advanced obstacle avoidance system powered by AI and radar, the drone can safely operate in complex urban or wooded environments. This ensures safe navigation even in GPS-denied areas, such as dense forests or indoor spaces.

3. Real-Time Intelligence Gathering

The EVO Max 4N can transmit high-definition video in real time to command staff or officers on the ground. This improves decision-making during critical incidents, such as barricaded suspects, large crowd management, or active crime scenes.

4. Rapid Deployment and Portability

This drone is designed for quick deployment and ease of use in the field, allowing officers to launch it within minutes to assess potentially dangerous situations without placing personnel at risk.

5. Cost-Effective Force Multiplier

The drone serves as a force multiplier by reducing the need for multiple personnel in initial search or surveillance operations. It also minimizes risk to officers during dangerous calls for service.

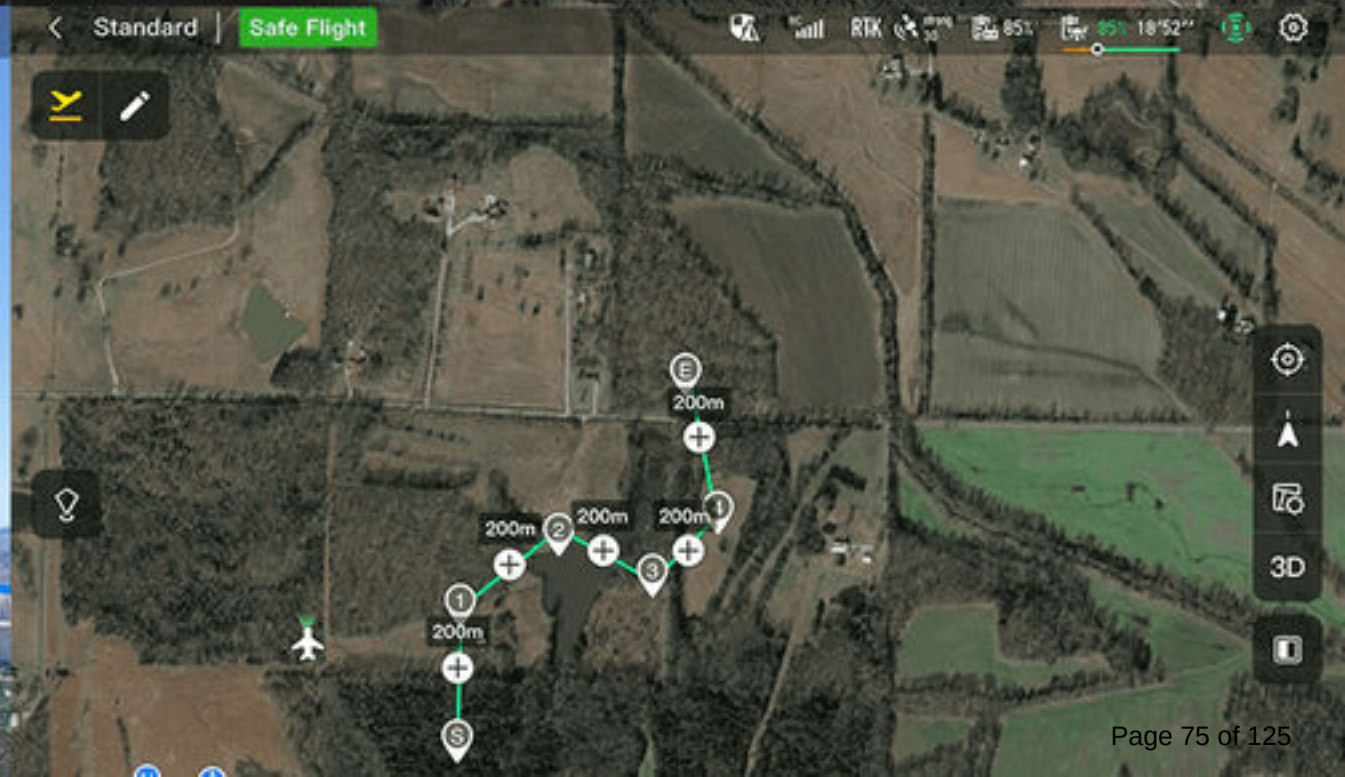
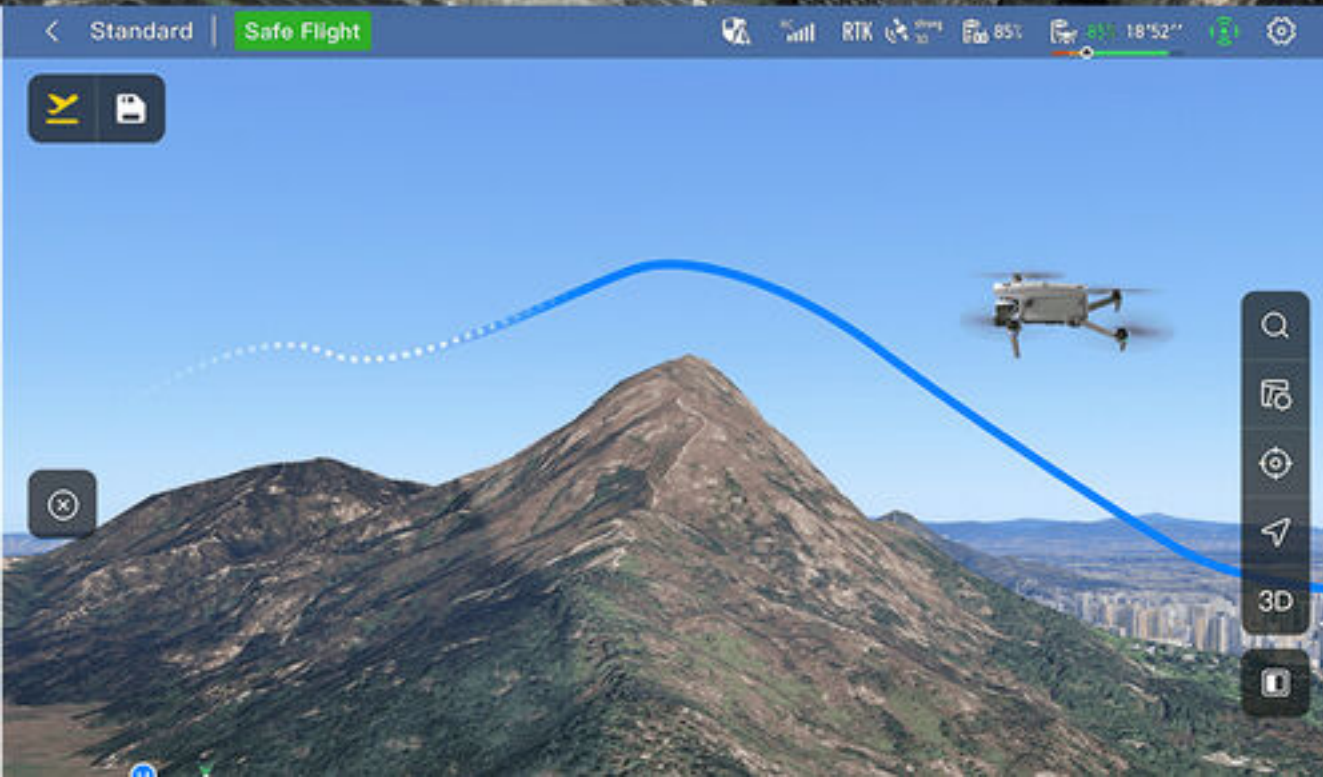
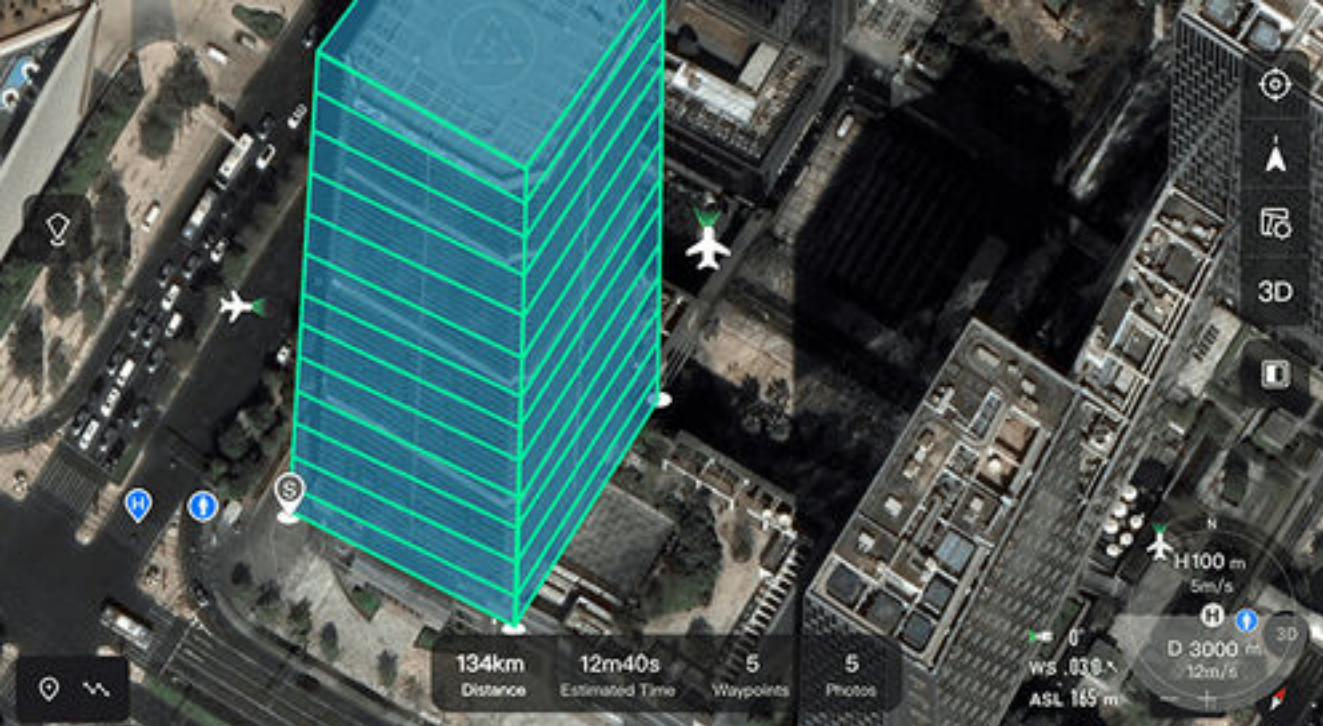
6. Support for Emergency and Disaster Response

In the event of natural disasters, the drone can assist in locating victims, assessing damage, and guiding first responders, making it a valuable asset for community-wide emergencies.

Conclusion

The Autel EVO Max 4N is a cutting-edge tool that aligns with the department's commitment to leveraging technology for smarter, safer policing. The investment will enhance operational efficiency, improve officer safety, and provide better service to the community, particularly during high-risk or time-sensitive incidents.

Cost: \$30,000.00 for Two Drones.







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In FY 2024–2025, the Trophy Club Police Department enhanced its traffic safety program with the acquisition of a radar speed trailer. This trailer displays real-time vehicle speeds, communicates safety messages, and captures critical traffic data including:

- Vehicle speed by time of day and day of the week
- Driver response behavior (speed reduction)
- Traffic volumes in problem-prone areas

The device has been deployed strategically throughout the Town to evaluate speed trends and guide targeted enforcement and education efforts. The community response has been positive, and early results confirm that the trailer contributes to greater driver awareness and public safety.

Program Impact – Data Highlights

1. Indian Creek (WB)

- Total Vehicles Recorded: 3,641
- Compliant: 2,977 (81.8%)
- Medium Risk: 3 (0.08%)
- High Risk: 1 vehicle

2. Bobcat Blvd / Marshall Creek (SB)

- Total Vehicles Recorded: 31,428
- Compliant: 22,671 (72.1%)
- Medium Risk: 155 vehicles
- High Risk: 8 vehicles
- Heavy volume during school drop-off and dismissal hours

3. Parkview Drive (SB)

- Total Vehicles Recorded: 11,284
- Compliant: 10,554 (93.5%)
- Medium Risk: 4
- High Risk: 3
- Data supports ongoing concerns about evening speeding

These deployments helped validate public concerns, direct patrol resources, and support data-driven decision-making in areas with high pedestrian and school-related traffic.

FY 2025–2026 Expansion Request

To build on the program's success, we are requesting funding for the purchase of a smaller, portable radar sign. This device will:

- Enhance flexibility in traffic calming operations
- Allow for quick relocation using pre-installed mounting brackets
- Increase our ability to monitor and respond to changing traffic patterns

Brackets will be installed at multiple high-priority locations around town to enable efficient rotation and maximize coverage with minimal labor.

The radar trailer has already proven itself a valuable investment in public safety and community trust. Expanding the program with a another, portable unit will increase visibility, responsiveness, and effectiveness in addressing speeding and traffic safety concerns.



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The **Flock Camera System** has become a critical public safety and investigative tool for the Trophy Club Police Department. Strategically installed at all Town entrances, the system monitors inbound traffic, flags vehicles tied to criminal activity, and helps officers respond to threats quickly and effectively.

We are currently in Year 3 of a 5-year contract with Flock Safety. For FY 2025, we are requesting funding to continue supporting this program and to expand coverage by adding two outbound-facing cameras. This enhancement will improve our ability to monitor and investigate vehicles exiting the Town following reported crimes or alerts.

Program Impact (Last 6 Months)

The most recent six-month performance review (ending January 1, 2025) highlights the system's effectiveness:

- **607 alerts generated**
- **204 system uses** by TCPD officers
- **9 arrests**, including multiple felony warrant subjects
- **65 actionable alerts** in December alone
- **49 investigative searches**
- **4 training/system tests**
- **Zero complaints or misuse** reported

Only **one camera required maintenance**, demonstrating improved system reliability.

Expansion Recommendation

Traffic and enforcement data show that **Trophy Lake Drive** and **Bobcat Boulevard** are two of the most commonly used outbound routes, including by individuals attempting to evade police. We recommend installing **two additional outbound-facing cameras** at:

- **Trophy Lake Drive**
- **Bobcat Boulevard**

This upgrade will enhance real-time alerting and assist in identifying suspect vehicles leaving the Town.

FY 2025 - 2026 funding will support:

- Year 3 of the 5-year contract with Flock Safety
 - System software access and maintenance
 - Data transparency and public reporting
 - Installation of two additional cameras
 - Officer training and usage monitoring
-

The Flock Camera System is a key component of our technology-driven approach to community policing and criminal interdiction. Continued investment ensures the safety of Trophy Club residents while promoting accountability and effectiveness in law enforcement operations.

Thank you for your ongoing support of this essential program.



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As part of the department's annual fleet rotation and operational readiness planning, we are requesting funding for two new police vehicles in FY 2025. This request includes:

1. One fully equipped front-line patrol unit
2. One fully equipped administrative replacement vehicle

These additions will support core patrol operations, maintain response efficiency, and replace aging vehicles reaching the end of their service life.

Patrol Unit

The requested patrol vehicle will be outfitted with:

- Emergency lighting and siren systems
- In-car video and mobile data terminal (MDT)
- Radio communications and storage systems
- Prisoner transport barrier and rear seat configuration

This vehicle will serve as a front-line marked unit, directly supporting patrol operations, emergency response, traffic enforcement, and community policing.

Administrative Vehicle

The administrative replacement vehicle will be used by supervisory or command staff and includes:

- Emergency lighting (low-profile/internal setup)
- Radio equipment
- Computer docking capability

This vehicle replaces a current admin unit that is no longer cost-effective to maintain and will be reassigned or retired per town policy.

Funding will support:

- Purchase of both vehicles through an approved cooperative purchasing contract
- Outfitting with all necessary law enforcement equipment
- Graphics, striping, and technology integration
- Installation services for radios, computers, and lighting systems

Rotating and updating vehicles ensures:

- Reduced maintenance costs
- Improved reliability and safety for officers
- Continued operational readiness for both emergency and administrative functions

Fleet readiness is essential to delivering professional and timely law enforcement services. These requested vehicles will help ensure the department remains equipped to meet the needs of the community, protect our officers, and maintain operational efficiency.



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As part of our ongoing commitment to student safety and violence prevention, we are requesting continued funding for the **School Safety Program** for Fiscal Year 2025 - 2026. A key component of this initiative is support for the **crime tip line**, which serves as an essential tool for early intervention and threat detection across our school campuses.

Program Impact

Over the past year, the tip line has proven to be an effective and confidential resource for students to report a wide range of safety concerns. The attached report reflects **204 total tips** received across **Byron Nelson High School and Medlin Middle School**, categorized as follows:

- **Vape-related incidents:** 69
- **Drug-related tips:** 47 (including marijuana, powder, pills)
- **Bullying/Harassment:** 37
- **Assaults, Fighting, and Threats:** 16
- **Sexual Misconduct/Assault:** 6
- **Other Safety Concerns:** 29 (including contraband, truancy, crisis, weapons, and self-harm)

These reports have enabled our School Resource Officers and administrative partners to respond quickly and appropriately, preventing escalation and addressing both criminal activity and student well-being.

The funding requested will continue to support:

- Operation and promotion of the anonymous crime tip line.
 - Officer follow-up and investigation time.
 - School safety outreach and awareness campaigns.
 - Data analysis and reporting to guide future prevention strategies.
-

The tip line continues to be a vital component of our proactive approach to school safety. With continued support from the CCPD, we can ensure this program remains strong, responsive, and impactful for the safety of our students and staff.



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As part of our public safety education and crime prevention strategy, we are requesting continued support in the FY 2025 budget for our **Identity Theft and Internet Fraud Community Training Program**. This initiative is designed to equip residents with practical tools to protect themselves against common scams, online threats, and fraudulent activity targeting individuals and families.

Program Impact

In 2025, we launched the program with our first in-person class, which was attended by 17 community members. The class covered topics including:

- Common types of internet fraud and scams.
- Identity theft warning signs and prevention.
- Steps to take if you become a victim.
- How to secure personal and financial information online.

Feedback from the first session was overwhelmingly positive, with attendees expressing interest in additional offerings.

We are currently preparing for our second class, scheduled for July or August 2025, and we anticipate training over 50 residents through this year's sessions.

Funding will support the following:

- Development and printing of training materials.
- Community outreach and marketing to increase attendance.
- Staff time to deliver instruction and follow-up support.
- Venue setup and AV support for in-person presentations.

The rise in internet scams and identity theft targeting residents—particularly seniors—underscores the need for proactive education. This training initiative is already making a meaningful impact and, with continued support from the CCPD Board, we can expand its reach and effectiveness in the coming year.

Proposal for CCPD-Funded Over-Hire Position

Purpose-Driven Over-Hire - This is an **over-hire position**, intentionally created to support the expansion and sustainability of CCPD-funded programs—not to increase total staffing beyond budgeted operational needs. - The position allows the department to proactively manage personnel transitions, training cycles, and temporary vacancies while ensuring uninterrupted support for key CCPD initiatives.

Sustaining Program Success - CCPD-funded programs like the **Drone Unit, K-9 Program, and SRO support initiatives** require ongoing operational and administrative capacity to function effectively. - This over-hire ensures there is always adequate coverage to manage these programs without pulling resources away from core patrol and public safety duties.

Strategic Use of CCPD Funds - Fully funded through CCPD, this role continues the **targeted investment model** already demonstrated with the Police Cadet position. - It reinforces CCPD's mission to **prevent crime and enhance safety** while easing staffing strain on the general department budget.

Operational Flexibility and Continuity - The over-hire structure provides **built-in flexibility**, enabling the department to: - Cover vacancies due to retirement, resignation, or extended leave. - Cross-train and onboard new officers without disrupting program operations. - Sustain long-term community initiatives even during personnel transitions.

Maintaining Excellence in Service - Trophy Club's rank as the **safest city in Texas** is tied to high-functioning, well-supported safety programs. - This over-hire ensures those programs remain robust, accountable, and fully integrated into daily operations.

No Additional Tax Burden - This position is **cost-neutral to taxpayers**, using CCPD funds already allocated for crime prevention and public safety operations. - It is a **responsible investment** that enhances efficiency, continuity, and readiness without impacting the Town's general fund.

Conclusion - The over-hire position is not an extra—it's a safeguard. - With CCPD board support, this role will protect program integrity, enhance readiness, and ensure that the department continues delivering the high standard of service our community expects.



TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

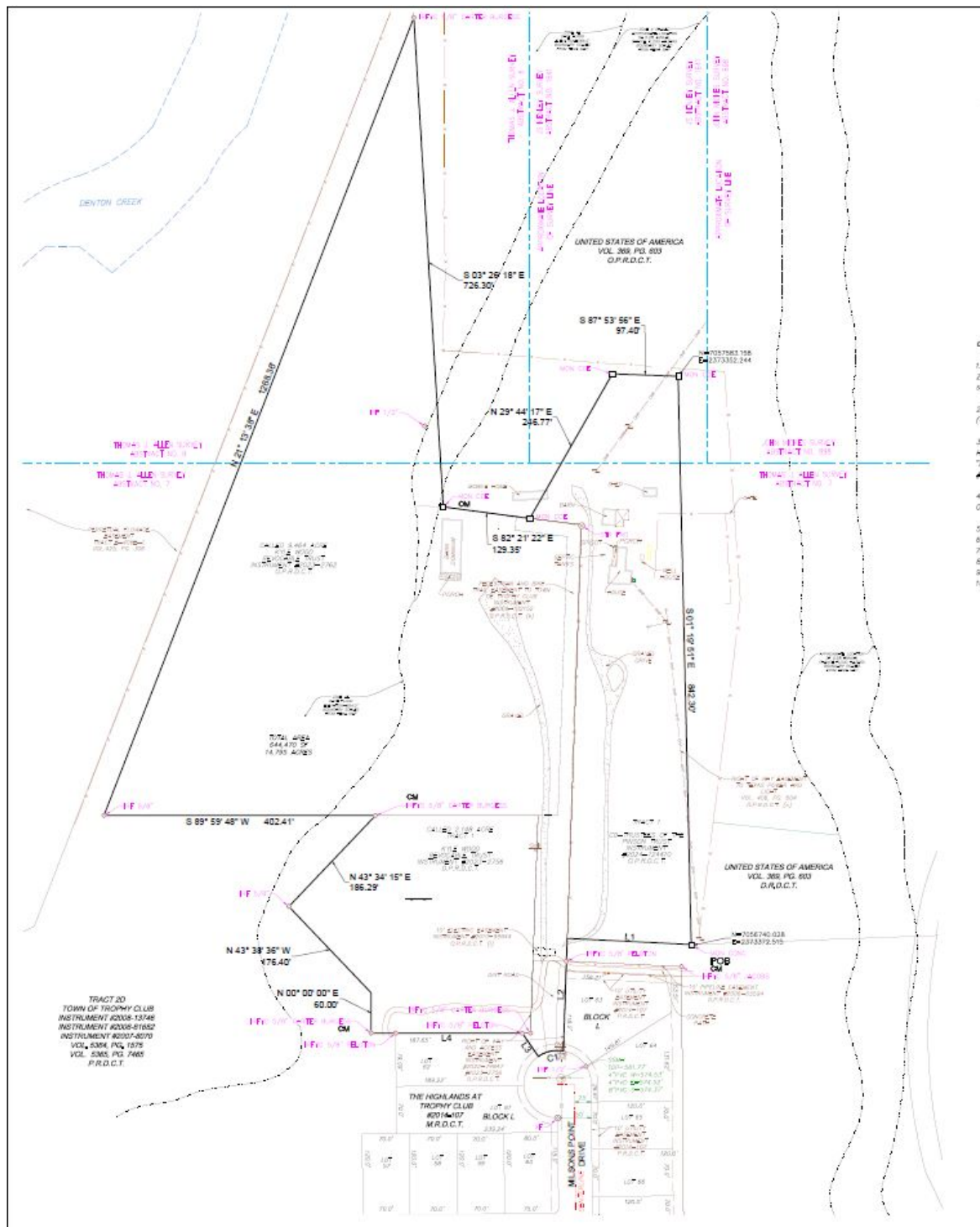
FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider a development agreement between the Town of Trophy Club and Foxwood, LLC for the Milson's Point Estates and authorizing the Town Manager to execute the same on behalf of the Town. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: Foxwood, LLC has provided a Development Agreement for a proposed residential development encompassing approximately 14.795 acres. This item includes a development agreement to provide municipal services for ETJ property that will be annexed into the Town's corporate limits, acknowledgment of a petition for voluntary annexation of a 3.182-acre parcel in the Town's ETJ, and support for a request to rezone two parcels into an amended Planned Development District (PD-27) to create a unified residential project.

Foxwood, LLC intends to develop a residential subdivision on approximately 14.795 acres, currently divided among three parcels:

- 2.14 acres zoned R-15, formerly a gas well site (well capped in 2015)
- 9.473 acres zoned PD-27
- 3.182 acres in the ETJ, with an existing structure to be demolished



Future development proposals will include:

- A petition for voluntary annexation of the ETJ parcel, to be submitted and presented at the August 11, 2025 Council Meeting in coordination with the Town Attorney
- A rezoning request to reclassify the R-15 and ETJ parcels as PD-27

- An amendment to PD-27 to incorporate all three parcels

All three parcels will be platted as one lot, and development standards will mirror the existing PD-27 ordinance to maintain consistency in design and regulation.

The proposed development will unify three distinct parcels under one zoning designation (PD-27) and one platted lot. The annexation of the ETJ parcel is required to bring it under Town jurisdiction and zoning control. Additionally, staff will coordinate with the Trophy Club Municipal Utility District (MUD) to ensure that the MUD also annexes the ETJ parcel into its service area, as the district must expand its boundaries to provide water and sewer service.

The Development Agreement, drafted by the Town Attorney, outlines the mutual obligations of both parties:

- The Town will provide municipal services such as police, fire, solid waste, and infrastructure oversight.
- The Developer will be responsible for all site improvements, including the demolition of the existing home on the ETJ parcel.

Future Planning & Zoning Commission action will include:

- Review of the PD-27 amendment
- Final zoning and design confirmation
- Review and recommendation of the preliminary and final plat

The proposed Development Agreement with Foxwood, LLC and request to annex, rezone, and consolidate the parcels under PD-27 is consistent with sound planning practices and will support efficient future development.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: This residential project is expected to provide long-term positive fiscal impacts through increased property valuation. No extraordinary financial obligations are expected of the Town beyond typical service provision.

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

ATTACHMENTS:

1. Development Agreement
2. Development Plan (Concept)

3. Title Survey with Current Zoning

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the development agreement between the Town of Trophy club and Foxwood, LLC for the Milson's Point Estates and authorizing the Town Manager to execute same on behalf of the Town.

DEVELOPMENT AGREEMENT

BETWEEN

Foxwood LLC

AND

THE TOWN OF TROPHY CLUB, TEXAS

Dated: July 28, 2025

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is executed between Foxwood LLC, a Texas limited liability company, and its affiliate or successor in interest (collectively referred to as the “Owner” whether one or more), and the Town of Trophy Club, a Texas home rule municipality (“Town”) (Owner and Town being referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

WHEREAS, the Owner owns or controls approximately 14.795 acres of land, more or less, located wholly within Denton County, Texas, and 3.182 acres of the land is located within the extraterritorial jurisdiction (“ETJ”) of the Town, and not within the ETJ or corporate limits of any other municipality (the “ETJ Property”); and 11.613 of the land is located within the corporate limits of the Town (the “In-Town Property”), as more particularly shown and described on the attached **Exhibit “A”** (“Property Description and Survey”) and generally identified as a tract or tracts of land located at or near 2711 Trophy Park Dr, Trophy Club, TX, which is incorporated into this Agreement for all purposes (collectively the “ETJ Property” and the “In Town Property” are referred to as the “Property”); and

WHEREAS, the Parties intend for the Property to be developed within the Town, and the Parties acknowledge and agree that, pursuant to the authority of Section 242.001(a)(3) of the Texas Local Government Code, the Town shall exercise exclusive jurisdiction over the subdivision and platting of the Property and the design, construction, installation, and inspection of sewer, drainage, roadway, and other municipal public infrastructure (“Public Infrastructure”) to serve the Property, and that the ETJ Property has never been platted, and Denton County (“County”) has not exercised and shall have no jurisdiction over such matters upon annexation of the ETJ Property; and

WHEREAS, it is anticipated that the Trophy Club Municipal Utility District No. 1 (“the District”) will be the provider of water and sewer (wastewater) service to the Property, which is not currently available to the ETJ Property, but is anticipated to be available to the ETJ Property in the future through development of the Project (defined below) and subject to District approval; and

WHEREAS, the Parties intend that the Property be developed: (i) for single-family residential purposes, which is consistent with the surrounding uses; and (ii) pursuant to binding, contractual development regulations that are approved by Owner and the Town pursuant to this Agreement, and will provide regulatory certainty during the term of this Agreement and will be recorded in the real property/deed records of Denton County, Texas, so as to bind Owner and future Owners of the Property; and

WHEREAS, this Agreement is entered into pursuant to Chapter 43 of the Texas Local Government Code, and in exchange for the promises made by the Town as provided herein, the Owner agrees to the voluntary annexation of the ETJ Property as described in this Agreement; and

WHEREAS, the Parties' intended development of the Property, including the design, construction, and installation of Public Infrastructure, will benefit the Town and its current and future citizens, including the creation of substantial future tax base for the Town; and

WHEREAS, the Parties intend that this Agreement be a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Town is agreeable to the ETJ Property being annexed and incorporated into the corporate boundaries of the Town and to the Property being developed for the Project under the rules and regulations of this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement under state law, including, but not limited to, the authority granted by Section 212.171 et. sq. of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the above recitals above and the terms, conditions, and agreements stated in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Purposes.** The Parties desire to enter into this Agreement to provide for the annexation of the ETJ Property and development of the Property on a mutually acceptable basis.

2. **Consideration.** The covenants of, benefits to, and performances by the Parties set forth in this Agreement, and the mutual promises expressed herein are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

3. **Term.** The term of this Agreement shall be from the effective date until ten (10) years from the effective date, and shall expire thereafter, unless extended by mutual written agreement of the Parties.

4. **Municipal Services.** The Town agrees to provide municipal services to the ETJ Property commencing upon the effective date, or upon availability and capacity of such municipal services, pursuant to Section 43.0672. The Parties understand and acknowledge that water and sewer (wastewater) service to the In-Town Property is currently available, but water and sewer (wastewater) service to the ETJ Property is not currently available as of the effective date of this Agreement. However, water and sewer (wastewater) service to the ETJ Property is anticipated to be available in the future prior to the schedule for completion of the Project, subject to approval by the District. Pursuant to this Section, municipal services shall be provided pursuant to Section 6.a. of this Agreement in conjunction with the voluntary annexation of the ETJ Property. The Town will provide the same police, fire, solid waste, and stormwater drainage services available to other citizens of the Town.

5. **Development Regulations.**

a. Development of the Property shall be done in full compliance with all Town ordinances, standards, rules, and regulations (collectively the “Town’s Development Regulations”).

b. Building and Fire Permitting. Following the effective date of this Agreement, the fire codes and any permitting requirements therein adopted by the Town shall apply to development of the Property.

c. Plat. To the extent required by the Town’s Development Regulations, the Owner has already submitted, or may submit a plat or replat, for all or any portion of the Property. Any plat or replat shall comply with this Agreement and the Town’s Development Regulations. The processing and content of all plats or replats for the Property must adhere to the Town’s Development Regulations.

d. Vested Rights. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the ETJ Property, Owner may claim vested rights as to the portion of the ETJ Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the Town’s building material regulations in the zoning ordinance, if any, or in other Town ordinances to be inapplicable.

e. Easements and Access. The Town agrees to work in good faith to assist Owner with necessary approvals or acknowledgement to provide Owner with access to the Property. The Owner shall provide all easements and rights-of-way necessary for the Public Infrastructure.

6. Annexation.

a. This Agreement shall constitute the Owner’s consent to voluntary annex the ETJ Property into the Town for all municipal purposes pursuant to Chapter 43, Texas Local Government Code. Owner agrees to execute and supply any and all instruments and/or other documentation necessary to complete Town the annexation process of the ETJ Property into the Town’s corporate limits within six (6) months of the effective date. This Agreement constitutes the service plan agreement for providing Town services to the ETJ Property in compliance with Subchapter C-3, Chapter 43, Texas Local Government Code. Upon the effective date of this Agreement, the Town will provide the same police, fire, solid waste, and stormwater drainage services available to other citizens of the Town. If the Town is unable to complete the annexation of the ETJ Property for any reason, including but not limited to procedural error or legal challenge, Owner shall execute another voluntary annexation petition for the ETJ Property within ten (10) days of being requested to do so. Prior to completing the annexation process of the ETJ Property, the Town shall have considered this Agreement, shall have submitted it to Owner, and Owner shall review and approve the Agreement, and this Agreement shall be considered a binding, and mutually agreed upon, contractual obligation between the Town and Owner. Owner acknowledges and agrees that this Section 6.a. was a material inducement for the Town to enter into this Agreement with Owner. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist; the Town shall complete annexation proceedings following the recordation of this Agreement in the Real Property Records

of Denton County. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the Town's authority to annex the ETJ Property.

b. The Parties agree to cooperate in good faith with each other in such annexation process, including, but not limited to, the execution by the Owner and the Town of such further documents or instruments as may be reasonably requested from time to time by either Party to properly complete such voluntary annexation. The Parties will ensure that the annexation process for this ETJ Property will not limit the Town's ability to annex other property.

7. Zoning.

a. Owner shall apply for zoning of the ETJ Property to "PD Planned Development District – PD-27" following the completion of the annexation process of the Property, and Owner shall also request to rezone the two (2) In-Town Property parcels into an amended "PD-27" to create a unified residential Project, to ensure that the ETJ Property and the In-Town Property are zoned PD-27. The Town Council shall consider a zoning change application for the Property consistent with the above referenced zoning. The Town shall consider Owner's requests, if any, to zone various phases of the Property, to "PD Planned Development District – PD-27", subject to all applicable state and local laws, ordinances, rules, and regulations. Owner's development of the Project, shall comply with Chapter 10, Division 7, of the Town Code of Ordinances, which requires a separate "Developer's Agreement" to ensure satisfaction of the Town's bonding and financial assurances requirements and timely completion of the Project in accordance with the Town's Development Regulations and Section 8 of this Agreement.

b. While the Parties expressly acknowledge that the ETJ Property will complete the voluntarily annexation process in accordance with Section 6.a. of this Agreement, the Parties agree that the applicable provisions of this Agreement memorialize the plan for development of the ETJ Property annexed into the Town as provided for in Section 212.172 of the Texas Local Government Code. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section 7. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the Town to zone, or to determine appropriate zoning, and the Town reserves the right, at all times, to control the zoning process for all property that is to be zoned as provided herein.

8. Regulations Regarding Building Products, Materials, or Methods. The Parties find that the Project constitutes an area of architectural importance and significance and the Town Council hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Owner voluntarily consents to the application of the Town's Development Regulations, including, but not limited to those regulations that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential building for the Project, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation,

maintenance, or other alteration of the building. In addition, Owner voluntarily consents to the application of the Town's Development Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the Town will not issue any permits for the Project in violation of this section; (b) the covenants contained within this section constitute a material term of this Agreement; (c) Owner's voluntary consent to the application of the Town Development Regulations to the Property, as described in this section, constitutes a material inducement for the Town to annex the ETJ Property; (d) the covenants contained herein shall run with the land and shall bind Owner and all successors and assigns; and (e) this section shall survive termination or expiration of this Agreement.

9. Development Fees and Impact Fees.

a. All inspection fees, permitting, inspection, park, and all other applicable Town fees ("Development Fees") shall be paid by the Owner in accordance with the Town's Code of Ordinances.

b. All impact fees shall be assessed in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and the Town's Code of Ordinances.

10. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

11. Force Majeure. Each Party shall use good faith, due diligence, and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event the either Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within twenty (20) days after the occurrence of a force majeure event, the affected Party must give Notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" includes events or circumstances that are not within the reasonable control of the affected Party and that could not

have been reasonably avoided, including, but not limited to, events or circumstances related to an epidemic or pandemic, supply shortage delays, labor shortage delays, government acts or omissions, a state of emergency, a government order, or a quarantine.

12. Recordation. Pursuant to the requirements of Section 212.172(f) of the Texas Local Government Code, this Agreement shall be recorded in the real property/deed records of Denton County, Texas.

13. Notices. Any notice or other communication required by this Agreement to be given, provided, or delivered to a Party shall be in writing addressed to the Parties as set forth below. Notices shall be considered “given” for purposes of this Agreement: (a) if sent by certified mail, five (5) business days after deposited with the U.S. Postal Service, certified mail, return receipt requested; or (b) if sent by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address as evidenced by a receipt signed by any person at the notice address.

TOWN:

Town of Trophy Club, Texas
Attn: Town Manager
1 Trophy Wood Dr.,
Trophy Club, Texas 76262

OWNER:

Foxwood LLC
Attn: Greg Fox
129 S. Main St
Grapevine, TX 76051

Either Party has the right to change, from time to time, its notice addresses by giving written notice to the other Party in accordance with the terms of this paragraph.

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

15. Non-Waiver. If a Party fails to insist on strict performance of any provision of this Agreement, such failure shall not be deemed a waiver by such Party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Agreement.

16. Chapter 245. Pursuant to Section 212.172(g), Texas Local Government Code, this Agreement shall constitute a “permit” and the Project shall constitute a “Project” under Chapter 245, Texas Local Government Code.

17. Binding Obligations; Governmental Powers. This Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement as provided in Section 212.172(f) of the Texas Local Government Code and forms a part of any other requirements for development. This Agreement, when recorded on or after the effective date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property. The Town does not waive any of its governmental powers, immunities, or rights. In addition, nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions.

18. No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their permitted assignees. Except for any permitted assignee, which shall only include a third-party purchaser of the Property, no other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

19. Entire Agreement; Amendment; Severability. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, the unenforceable provision shall be deleted from this Agreement, the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties, and the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

20. Authority. The Town represents and warrants that this Agreement has been approved and duly adopted by the Town Council of the Town in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner and that the individuals executing this Agreement on behalf of Owner have been authorized to do so.

21. Attorney’s Fees. In the event any legal action or proceeding is commenced between the Town and Owner to enforce provisions of this Agreement and recover damages for breach, the prevailing Party in such legal action shall be entitled to recover its/their reasonable attorney’s fees and expenses incurred by reason of such action.

22. Binding Effect; Recordation. This Agreement shall: (a) be binding on and inure to the benefit of the Parties, their respective successors and assigns, and (b) promptly following the effective date, be recorded in the real property/deed records of Denton County, Texas, and, upon such recordation, shall constitute a covenant running with the land, binding upon all Parties having any right, title, or interest in the Property, or any part thereof.

23. Assignment. The obligations of Owner hereunder shall run with the land, and Owner may assign all or a part of its rights and obligations under this Agreement to any permitted assignee with the prior written consent of the Town, which shall not be unreasonably withheld.

24. Recitals. The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

25. Effective Date. Effective date means the effective date of this Agreement, which shall be the date on which all of the following events have occurred: (i) the Town Council has approved this Agreement; (ii) the Parties have fully executed this Agreement.

26. Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

27. Texas Boycott Prohibitions. To the extent required by Texas law, Owner verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the Agreement discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) it does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) it does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) it is not owned by or the majority of its stock or other ownership interest is held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

28. Form 1295. To the extent required by law, Owner has submitted herewith a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The Parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form

1295; that the information contained in the Form 1295 has been provided solely by the Owner; and neither the Town nor its consultants have verified such information.

29. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

30. Annexation Disclosure. Owner expressly acknowledges that Owner is not required to enter into this Agreement and that annexation proceedings are subject to Owner's consent. This consensual annexation is authorized and governed by Chapter 43 of the Texas Local Government Code, Section 212.172(b)(7) of the Texas Local Government Code, and this Agreement. In accordance with Section 212.172(i) of the Texas Local Government Code, immunity from suit for the purpose of adjudicating a claim for breach of this Agreement is waived. The Parties acknowledge that this section complies with Section 212.172(b-1) of the Texas Local Government Code.

31. Governmental Functions. The Parties hereby acknowledge and agree that the Town is entering in to this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of the Town's governmental immunity from liability, which is expressly reserved to the fullest extent allowed by law.

32. Exhibits. The following Exhibits are attached hereto and incorporated herein for all purposes:

Exhibit "A" Property Description and Survey

[Signature Page(s) Follows]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned hereto have executed this Agreement to be effective after (1) approval by the Town Council, and (2) as of the date of execution of the last signature below.

TOWN OF TROPHY CLUB

By: _____
Brandon Wright

Its: Town Manager

Date: _____

ATTEST:

Tammy Dixon, Town Secretary

Foxwood LLC,
a Texas limited liability company

By: Foxwood LLC

Name: Greg Fox

Title: Principal

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he is the _____ of _____, a Texas limited liability company, and that (s)he is authorized by said limited liability company to execute the foregoing instrument as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2025.

Notary Public in and for
The State of Texas

My Commission Expires:

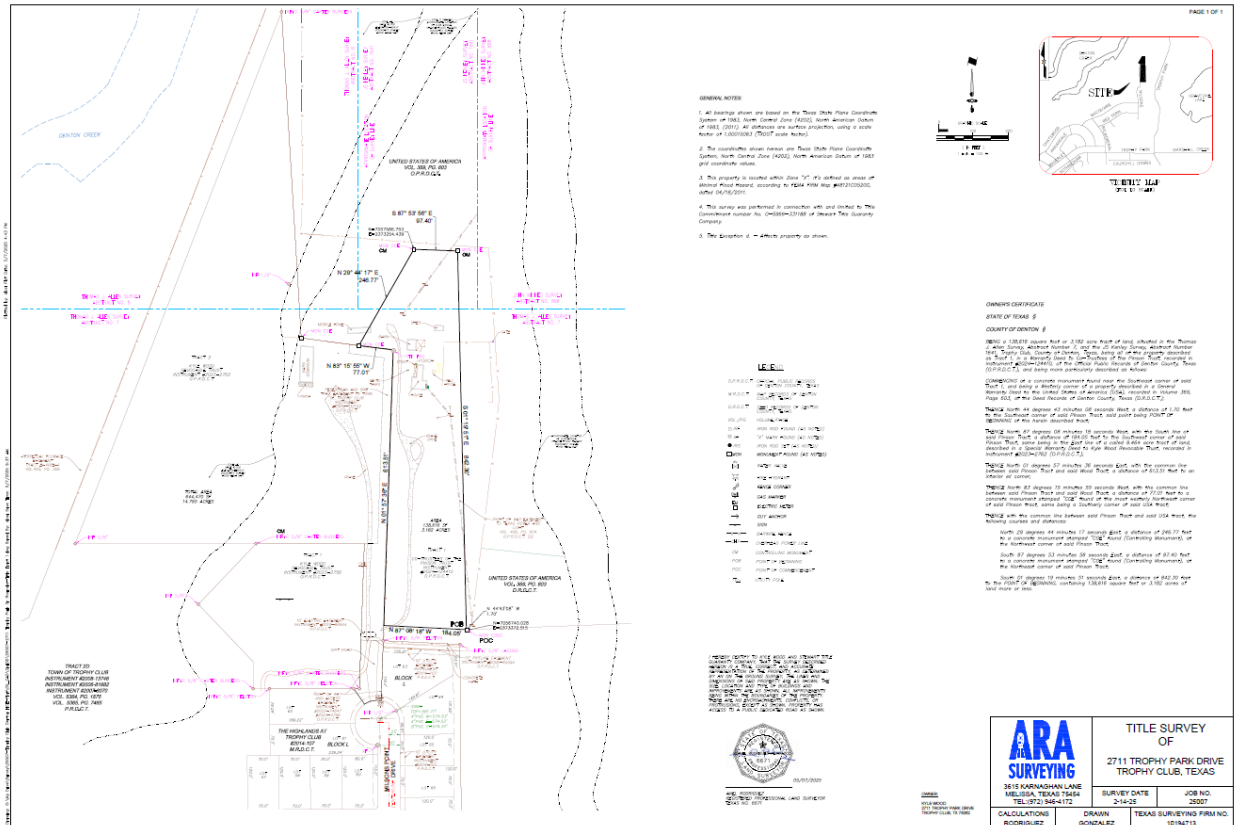
Typed or Printed Name of Notary

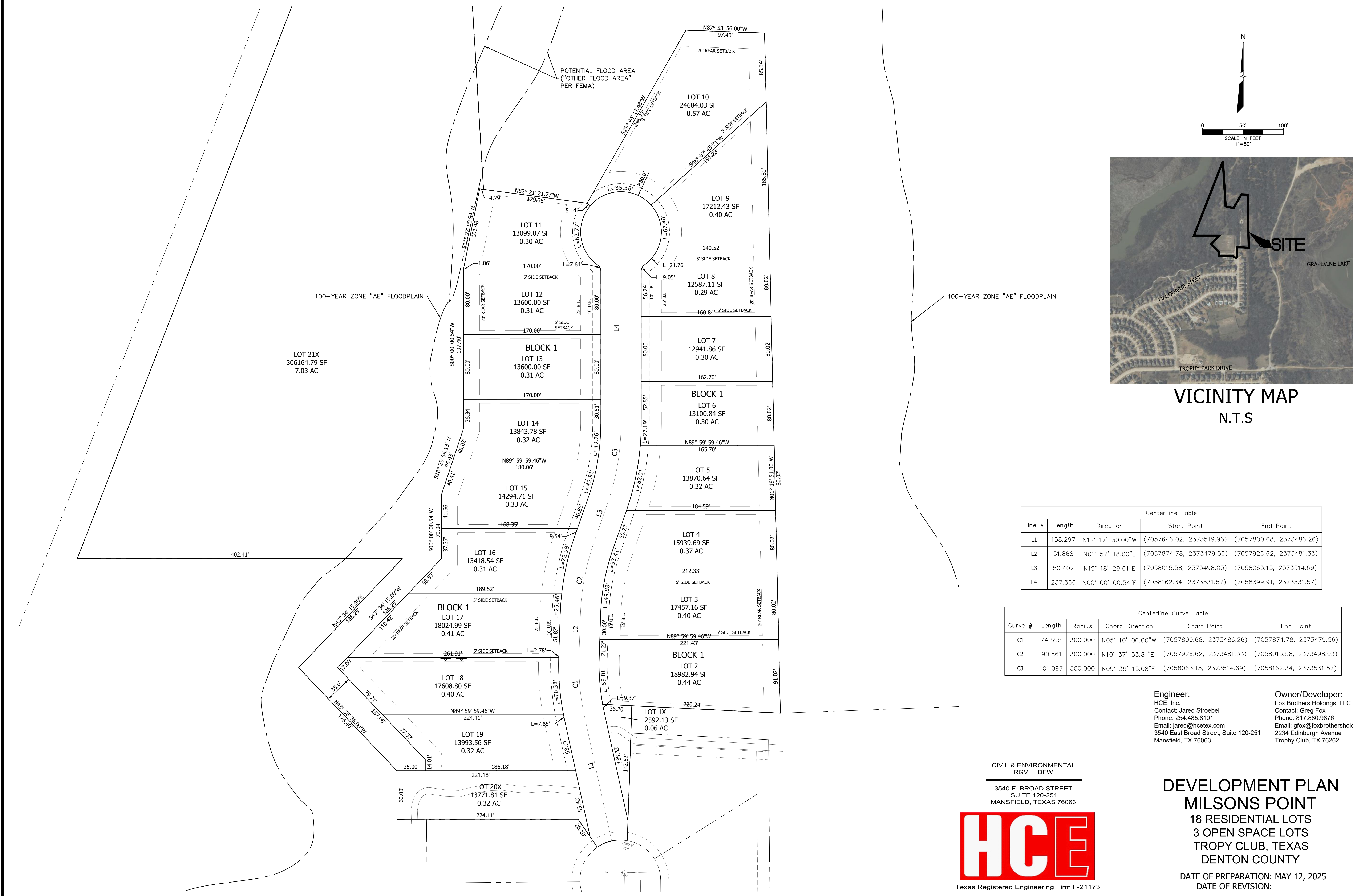
[illegible]

EXHIBIT "A"

PROPERTY DESCRIPTION AND SURVEY

[ETJ PROPERTY]





VICINITY MAP
N.T.S

CenterLine Table					
Line #	Length	Direction	Start Point	End Point	
L1	158.297	N12° 17' 30.00"W	(7057646.02, 2373519.96)	(7057800.68, 2373486.26)	
L2	51.868	N01° 57' 18.00"E	(7057874.78, 2373479.56)	(7057926.62, 2373481.33)	
L3	50.402	N19° 18' 29.61"E	(7058015.58, 2373498.03)	(7058063.15, 2373514.69)	
L4	237.566	N00° 00' 00.54"E	(7058162.34, 2373531.57)	(7058399.91, 2373531.57)	

Centerline Curve Table					
Curve #	Length	Radius	Chord Direction	Start Point	End Point
C1	74.595	300.000	N05° 10' 06.00"W	(7057800.68, 2373486.26)	(7057874.78, 2373479.56)
C2	90.861	300.000	N10° 37' 53.81"E	(7057926.62, 2373481.33)	(7058015.58, 2373498.03)
C3	101.097	300.000	N09° 39' 15.08"E	(7058063.15, 2373514.69)	(7058162.34, 2373531.57)

Engineer:
HCE, Inc.
Contact: Jared Stroebe
Phone: 254.485.8101
Email: jared@hceetex.com
3540 East Broad Street, Suite 120-251
Mansfield, TX 76063

Owner/Developer:
Fox Brothers Holdings, LLC
Contact: Greg Fox
Phone: 817.880.9876
Email: gfox@foxbrothersholdings.com
2234 Edinburgh Avenue
Trophy Club, TX 76262

CIVIL & ENVIRONMENTAL
RGV I DFW

3540 E. BROAD STREET
SUITE 120-251
MANSFIELD, TEXAS 76063



Texas Registered Engineering Firm F-21173

DEVELOPMENT PLAN
MILSONS POINT
18 RESIDENTIAL LOTS
3 OPEN SPACE LOTS
TROPY CLUB, TEXAS
DENTON COUNTY

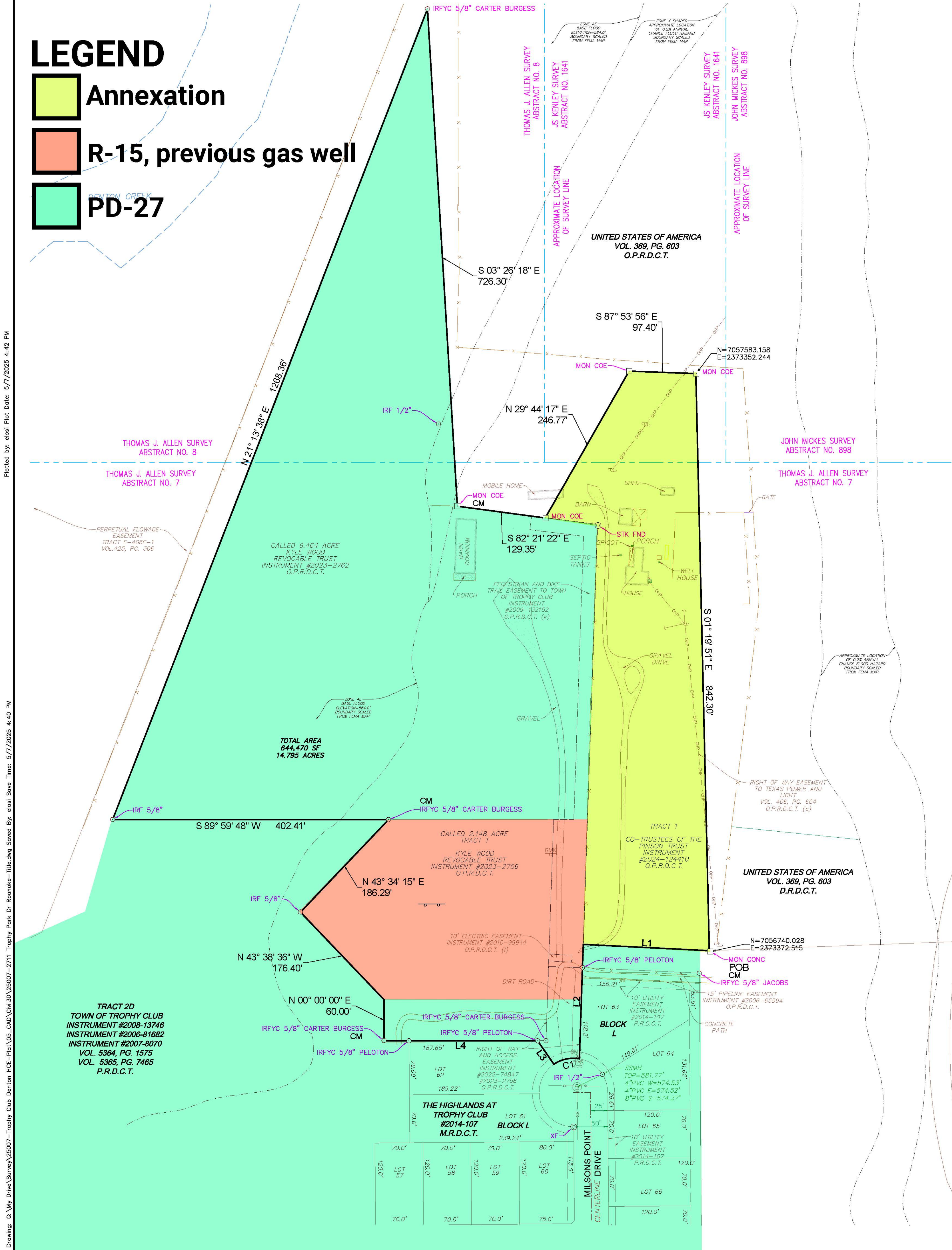
DATE OF PREPARATION: MAY 12, 2025
DATE OF REVISION:

LEGEND

- Annexation
- R-15, previous gas well
- PD-27

Plotted by: eol Plot Date: 5/7/2025 4:42 PM

Drawing: G:\My Drive\Survey\25007-Trophy Club Denton HSE-Plan\05_CAD\Civil3D\25007-2711 Trophy Park Dr Remake-Title.dwg Saved By: eol Save Time: 5/7/2025 4:40 PM



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N87° 08' 18"W	184.05'
L2	S01° 57' 18"W	167.08'
L3	N34° 36' 05"W	41.96'
L4	N89° 59' 59"W	224.11'

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA (Δ)	CHORD BEARING
C1	38.94'	50.00'	44°37'04"	S77° 42' 30"W

GENERAL NOTES:

- All bearings shown are based on the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011). All distances are surface projection, using a scale factor of 1.00015063 (TXDOT scale factor).
- The coordinates shown hereon are Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 grid coordinate values.
- A portion of this property is located within Zone "AE". It's defined as areas of Special Flood Hazard Areas, Base Flood Elevation: 564.0 feet. A portion of this is property is located within Zone "X" shaded. It's defined as areas of 0.2% Chance of Flood Hazard, according to FEMA FIRM Map #48121C0520G, dated 04/18/2011.
- This survey was performed in connection with and limited to Title Commitment number No. 0-5966-331188 and M-5967-711282 of the Stewart Title Guaranty Company.
- Title Exception c. - Affects property as shown.
- Title Exception j. - Does not affect property. Superseded.
- Title Exception k. - Affects property as shown.
- Title Exception l. - Affects property as shown.
- Title Exception m. - Does not affect property.
- Title Exception n. - Does not affect property. Superseded.

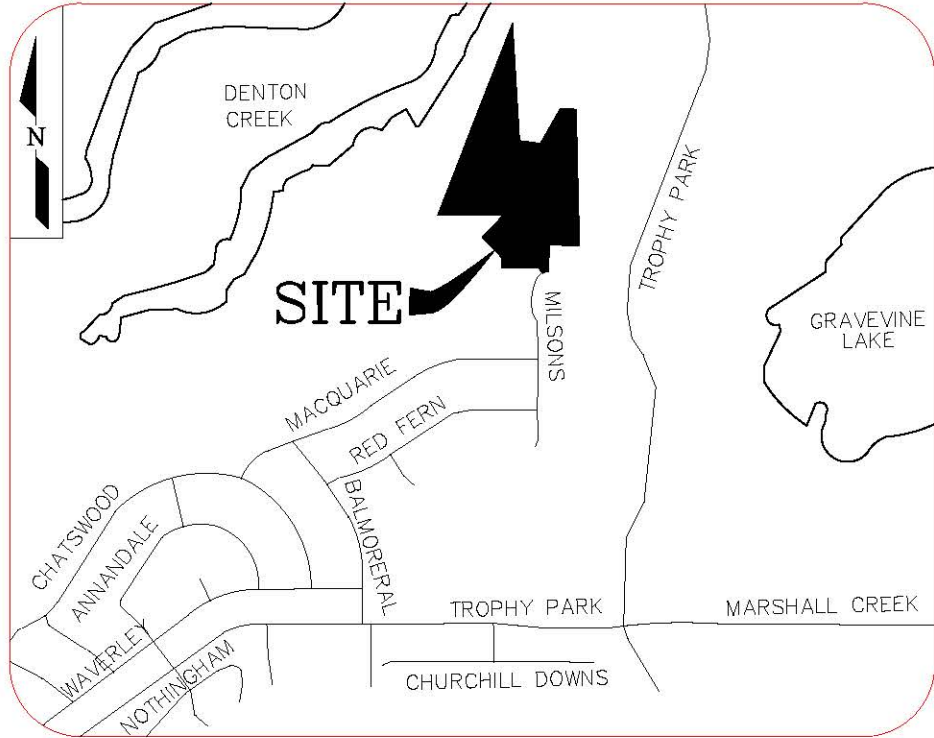
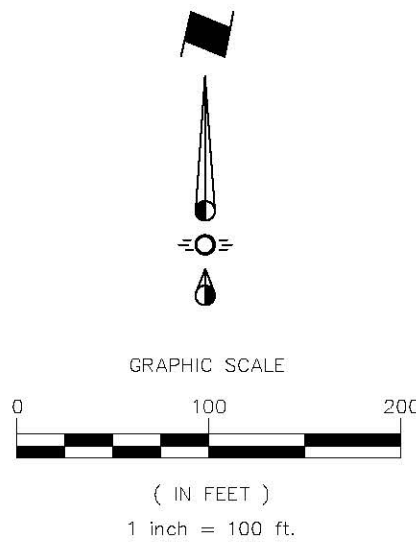
LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS
M.R.D.C.T. MAP RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T. DEED RECORDS OF DENTON COUNTY, TEXAS
VOL./PG. VOLUME/PAGE
○ IRF IRON ROD FOUND (AS NOTED)
⊙ XF "X" MARK FOUND (AS NOTED)
● IRS IRON ROD SET (AS NOTED)
□ MON MONUMENT FOUND (AS NOTED)
WV WATER VALVE
FD FIRE HYDRANT
FC FENCE CORNER
GM GAS MARKER
EM ELECTRIC METER
GUY GUY ANCHOR
SIGN
-X-X- BARWIRE FENCE
-OHP- OVERHEAD POWER LINE
CM CONTROLLING MONUMENT
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
UP UTILITY POLE

I HEREBY CERTIFY TO KYLE WOOD AND STEWART TITLE GUARANTY COMPANY, THAT THE SURVEY DESCRIBED HEREON IS A TRUE, CORRECT, AND ACCURATE REPRESENTATION OF THE PROPERTY, AS DETERMINED BY AN ON THE GROUND SURVEY, THE LINES AND DIMENSIONS OF SAID PROPERTY ARE AS SHOWN, THE SIZE, LOCATION AND TYPE OF BUILDINGS AND IMPROVEMENTS ARE AS SHOWN, ALL IMPROVEMENTS BEING WITHIN THE BOUNDARIES OF THE PROPERTY. THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN. PROPERTY HAS ACCESS TO A PUBLIC DEDICATED ROAD AS SHOWN.



ANEL RODRIGUEZ
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NO. 6671



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

BEING a 644,470 square foot or 14.795 acre tract of land, situated in the Thomas J. Allen Survey, Abstract Number 7, Thomas J. Allen Survey, Abstract Number 8, and in the JS Kenley Survey, Abstract Number 1641, Trophy Club, County of Denton, Texas, being all of the property described as Tract 1, in a Warranty Deed to Co-Trustees of the Pinson Trust, recorded in Instrument #2024-124410, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), being all of a called 2.148 acre tract of land, described as Tract 1, in a Special Warranty Deed to Kyle Wood, recorded in Instrument #2023-2756 (O.P.R.D.C.T.), and being all of a called 9.464 acre tract of land, described in Special Warranty Deed to Kyle Wood Revocable Trust, recorded in Instrument #2023-2762 (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a concrete monument found near the Southeast corner of said Pinson tract, and being a Westerly corner of a property described in a General Warranty Deed to the United States of America (USA), recorded in Volume 369, Page 603, of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE North 44 degrees 43 minutes 08 seconds West, a distance of 1.70 feet to the Southeast corner of said Pinson tract, said point being the POINT OF BEGINNING of the herein described tract;

THENCE North 87 degrees 08 minutes 18 seconds West, with the South line of said Pinson tract, a distance of 184.05 feet to the Southwest corner of said Pinson Tract, same being in the East line of said 9.464 acre Wood tract;

THENCE South 01 degrees 57 minutes 18 seconds West, with the East line of said 9.464 acre Wood tract, a distance of 167.08 feet to the Southwest corner of Lot 63, Block L, of The Highlands at Trophy Club, an Addition to the Town of Trophy Club, recorded in Instrument #2014-107, of the Map Records of Denton County, Texas (M.R.D.C.T.), same being the Southeast corner of said 9.464 acre tract, and being the beginning of a curve to the left having a radius of 50.00 feet, a chord bearing and distance of South 77 degrees 42 minutes 30 seconds West, 37.96 feet;

THENCE continuing with said curve to the left and with the North right of way line of Milsons Point Drive, a 50.00 foot right-of-way, recorded in Instrument #2014-107 (M.R.D.C.T.), through a central angle of 44 degrees 37 minutes 04 seconds, an arc length of 38.94 feet to the Southwest corner of said 9.464 acre tract, same being an Easterly corner of Lot 62, said Block L;

THENCE North 34 degrees 36 minutes 05 seconds West, with the common line between said 9.464 acre tract 1 and said Lot 62, a distance of 41.96 feet to a 5/8 inch iron rod with a yellow cap stamped "Peloton" found at the Northeast corner of said Lot 62, same being in the South line of said 2.148 acre Wood tract;

THENCE North 89 degrees 59 minutes 59 seconds West, with the common line between said 2.148 acre tract 1 and said Lot 62, a distance of 187.65 feet passing a 5/8 inch iron rod with a yellow cap stamped "Peloton" found at the Northwest corner of said Lot 62, continuing with said South line for a total distance of 224.11 feet to a 5/8 inch iron rod with a yellow cap stamped "Carter Burgess" found (Controlling Monument) at the Southwest corner of said 2.148 acre tract, same being in the East line of the remainder of a tract of land described as Tract 2D, for the Town of Trophy Club, recorded in Instrument #2008-13745, Instrument #2008-81682, Instrument #2007-8070, Volume 5364, Page 1575 and Volume 5365, Page 7465, (O.P.R.D.C.T.);

THENCE with the West line said 2.148 acre tract, the following courses and distances:

North 00 degrees 00 minutes 00 seconds East, a distance of 60.00 feet to a corner;

North 43 degrees 38 minutes 36 seconds West, a distance of 176.40 feet to a 5/8 inch iron rod found;

North 43 degrees 34 minutes 15 seconds East, a distance of 186.29 feet to a 5/8 inch iron rod with a yellow cap stamped "Carter Burgess" found (Controlling Monument) at the Northwest corner of said 2.148 acre tract, and being in a South line of said 9.464 acre tract;

THENCE South 89 degrees 59 minutes 48 seconds West, a distance of 402.41 feet to a 5/8 inch iron rod found at the most westerly Southwest corner of said 9.464 acre tract;

THENCE North 21 degrees 13 minutes 38 seconds East, with the West lien of said 9.464 acre tract, a distance of 1268.36 feet to a 5/8 inch iron rod with yellow cap stamped "Carter Burgess" found at the North corner thereof, same being a southerly corner of said USA tract;

THENCE South 03 degrees 26 minutes 18 seconds East, with the common line between said 9.464 acre tract and said USA tract, a distance of 726.30 feet to a concrete monument stamped "COE" found (Controlling Monument);

THENCE South 82 degrees 21 minutes 22 seconds East, with the common line between said 9.464 acre tract and said USA tract, a distance of 129.35 feet to a concrete monument stamped "COE" found at the most westerly Northwest corner of said Pinson tract;

THENCE with the common line bween said Pinson tract and said USA tract, the following courses and distances:

North 29 degrees 44 minutes 17 seconds East, a distance of 246.77 feet to a concrete monument stamped "COE" found at the Northwest corner of said Pinson tract;

South 87 degrees 53 minutes 56 seconds East, a distance of 97.40 feet to a concrete monument stamped "COE" found at the Northeast corner of said Pinson tract;

South 01 degrees 19 minutes 51 seconds East, a distance of 842.30 feet to the POINT OF BEGINNING, containing 644,470 square feet or 14.795 acres of land more or less.



3615 KARNAGHAN LANE
MELISSA, TEXAS 75454
TEL: (972) 946-4172

OWNER:

KYLE WOOD
2711 TROPHY PARK DRIVE
TROPHY CLUB, TX 76262

TITLE SURVEY
OF
2711 TROPHY PARK DRIVE
TROPHY CLUB, TEXAS

SURVEY DATE
2-14-25

JOB NO.
25007

CALCULATIONS
RODRIGUEZ

DRAWN
GONZALEZ

TEXAS SURVEYING FIRM NO.
10194713



TOWN COUNCIL COMMUNICATION

MEETING DATE: July 28, 2025

FROM: Jill Lind, Director of Communications and Marketing

AGENDA ITEM: Consider approval of the Town of Trophy Club Tourism Incentive Program to support hotel-based tourism and economic growth. (Jill Lind, Director of Communications & Marketing)

BACKGROUND/SUMMARY: As part of the Town's broader Explore Trophy Club initiative, the Tourism Incentive Program (TIP) is developed to increase overnight stays and tourism-related activity by collaborating directly with Trophy Club hoteliers. The program establishes a formal structure for reimbursing local hotels for qualified expenses that support tourism, including room-night discounts, group booking incentives, special marketing efforts such as group meals or transportation, and wayfinding signage.

Funded through Hotel Occupancy Tax (HOT) revenue and aligned with allowable uses under Texas Tax Code Chapter 351, the TIP is a targeted effort to attract visitors through hosted events, coordinated travel opportunities, and hospitality partnerships. The program is administered by the Tourism Program Coordinator, designated by the Town Manager, and includes structured participation requirements such as annual application procedures and attendance at an Executive Tourism Meeting. Eligible hotels must be current on all local tax obligations and submit documentation for approved expenses in accordance with the program's reimbursement schedule.

If approved, staff will begin notifying eligible hotels of the TIP program to incorporate and develop strategies for the upcoming fiscal year. All hotels will be invited to an Executive Tourism Meeting for the purpose of coordinating efforts, providing an overview of desired impacts, and outlining the reimbursement application process.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The TIP program is funded through the Hotel Occupancy Tax (HOT). These funds are designated to support initiatives that promote tourism and benefit Trophy Club's hotel and convention industry. Reimbursement is subject to available funding as appropriated in the Town's annual budget. Any unused reimbursement allocations revert to the HOT fund balance at the end of the fiscal year and do not carry over.

Each hotel is eligible for up to \$20,000 annually in reimbursements for room-night rebates and special marketing incentives, plus up to \$5,000 annually (at a 75% reimbursement rate) for approved wayfinding signage—bringing the total potential annual reimbursement to \$25,000

per hotel. The Town of Trophy Club has five hotels located along SH114 bringing the total potential investment to a maximum amount of \$125,000 annually.

The Town of Trophy Club Finance Department will verify that Hotel Occupancy Tax, Sales Tax, and Property Tax payments are up-to-date for all hotels requesting incentive or room discount reimbursements. Requests will be denied for any hotel deemed delinquent.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Presentation
2. Explore TC Tourism Incentive Program

ACTIONS/OPTIONS:

Staff recommends approval of the Town of Trophy Club Tourism Incentive Program to support hotel-based tourism and economic growth. (Jill Lind, Director of Communications & Marketing)



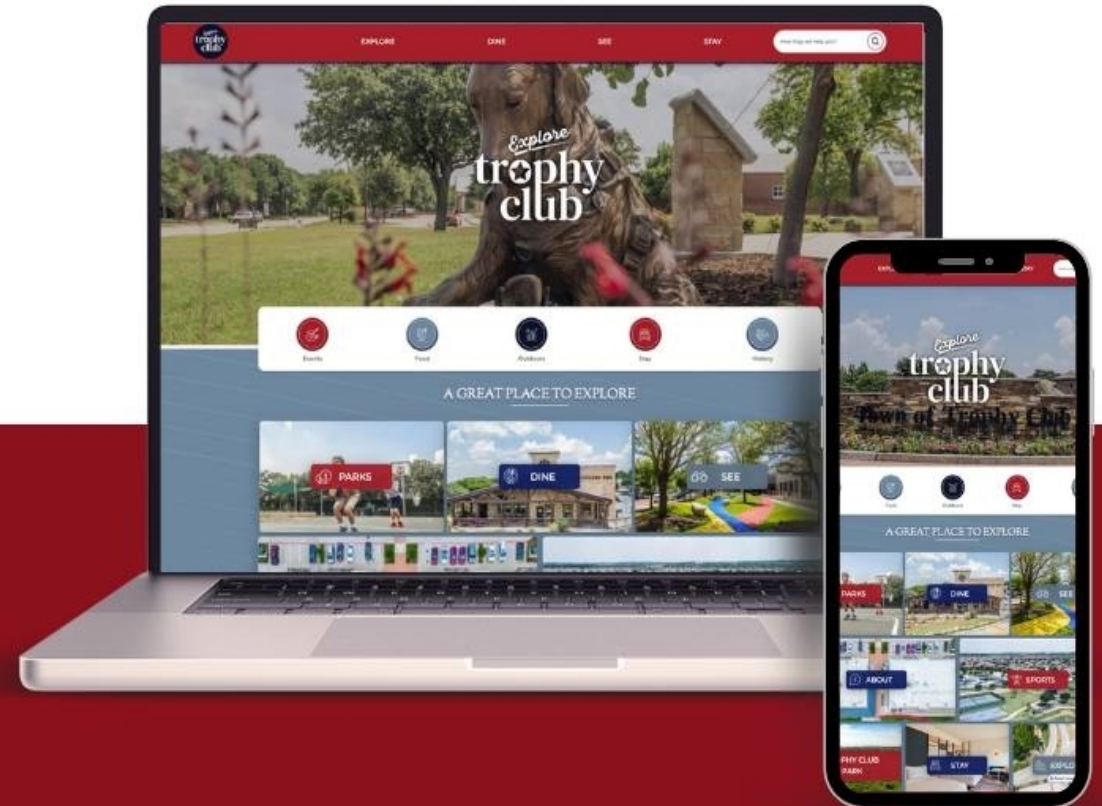
Tourism Incentive Program (TIP)

Supporting hotel-based tourism and economic growth in Trophy Club.

What is the Tourism Incentive Program (TIP)

PROGRAM PURPOSE:

- Part of the broader *Explore Trophy Club* initiative
- Designed to increase overnight stays and drive tourism activity
- Collaborative effort with Trophy Club hoteliers
- Funded by Hotel Occupancy Tax (HOT) revenue
- Aligns with Texas Tax Code Chapter 351



Goals of the Tourism Incentive Program (TIP)

PROGRAM GOALS:

- Support local economic development
- Boost hotel occupancy through group events and tourism promotion
- Encourage strategic hospitality partnerships
- Offer a structured, accountable process for hotel reimbursements



 TOWN OF
TROPHY CLUB

Communications & Marketing
1 Trophy Wood Drive
Trophy Club, TX 76262
682-237-2987
www.trophyclub.org

**TOWN OF TROPHY CLUB
TOURISM INCENTIVE PROGRAM (TIP) FUNDS**

PURPOSE

Managed by the Town of Trophy Club, the Tourism Incentive Program (TIP) is designed to provide Trophy Club hoteliers with funding that can be used for marketing and incentives offered to secure room reservations and host meetings and events that ultimately increase tourism and generate a positive economic impact for Trophy Club.

All hotels located within the town limits of Trophy Club, that are current on their Hotel Occupancy Tax payments, are eligible to request funds from this allocation. This allocation is used to reimburse hotels for room rebates, special marketing initiatives, and a portion of the cost of wayfinding signage.

MAXIMUM ANNUAL REIMBURSEMENT ALLOCATION PER HOTEL

Maximum annual reimbursement allocations are subject to change each year. Hotels are invited to participate in the program using the following procedures:

1. Each year, as part of the annual Town budget, the Trophy Club Town Council allocates an amount of Tourism funding, intended for hotel incentive reimbursements.
2. The Town of Trophy Club Finance Department will review the tax payment status of each hotel and provide the information to the designated Tourism Program Coordinator.
3. Trophy Club's Director of Communications & Marketing notifies each Trophy Club hotel of its maximum annual reimbursement allocation and its eligibility to participate in the fiscal year's program and invites them to make an application for reimbursement.
4. A hotel representative must attend an annual Executive Tourism Meeting to continue receiving reimbursement funds.
5. Any unused reimbursement funds are relinquished to the Hotel Occupancy Tax Fund Balance at the end of the fiscal year.

PER-ROOM-NIGHT REBATES

Trophy Club hotels that are current with their Hotel Occupancy Tax payments can request reimbursement of per-room-night rebates or discounts offered for town-partnered programs, family reunions, business travelers, or other organizations as an incentive for groups to reserve blocks of rooms. The amount eligible for reimbursement is the difference between the regular per-room-per-night rate and any special or discounted rate that is offered to a group based on the actual number of room nights rented at the discounted rate.

Example: The advertised rate for ABC Hotel is \$109.95 per-room-per-night. Hotel ABC offers a special rate of \$79.95 per-room-per-night to the Tritons Swim Team, coming to Trophy Club for a competition at the Trophy Club Community Pool Complex. The swim team needs 15 rooms for two nights at the \$79.95 rate per-room-per-night. The hotel is discounting their rate by \$30 per-room-per-night. Through this agreement, the hotel can request reimbursement for the \$30 discount for 30 room nights or \$900 by completing the Trophy Club Tourism Hotel Incentive Rebate Form (Exhibit A) attached and submitting it to the Director of Communications & Marketing.

SPECIAL MARKETING INCENTIVES

activities or items provided as
Trophy Club hotels. Examples

ive for booking rooms.

to include in welcome kits for

Communications & Marketing
1 Trophy Wood Drive
Trophy Club, TX 76262
682-237-2987
www.trophyclub.org

Club
Request Form

30) will be reimbursed during
Town of Trophy Club Director
following the year for which the

ts are up-to-date for all hotels
eried for any hotel deemed

he following periods:

MONTH	MONTH	MONTH	TOTAL REIMB REQUEST

d to the Hotel Occupancy Tax
any hotel participating in these
as specified herein within the

EL per bed type

ing incentives, or wayfinding
Exhibit A and including backup

Communications & Marketing at

documentation as requested
rebat and/or reimbursement

What Can Be Reimbursed?

ELIGIBLE REIMBURSEMENTS:

- **Per-room-night rebates for group bookings**
- **Special marketing incentives**
 - **Group meals, welcome gifts, transportation, etc.**
- **Wayfinding signage**
 - **Directional signs per TXDOT guidelines**



Reimbursement Caps and Eligibility

PROGRAM FUNDING & LIMITS:

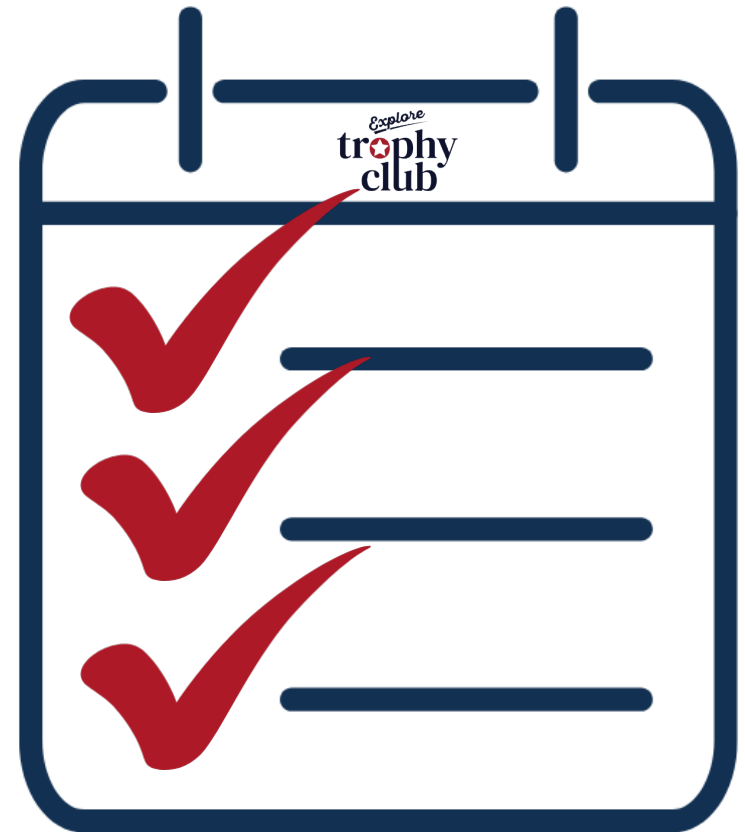
- **\$20,000 per hotel annually** for rebates & incentives
- **\$5,000 annually per hotel** for signage (at 75% reimbursement rate)
- **\$25,000 total potential per hotel per year**
- **Eligibility:** Hotels must be current on HOT, Sales, and Property Taxes



How Do Hotels Qualify?

PARTICIPATION REQUIREMENTS:

- Complete and submit Reimbursement Request Form (Exhibit A)
- Attend **Annual Executive Tourism Meeting** (July–September)
- Provide supporting documentation for all expenses
- Meet required submission deadlines:
 - **April 15** for October–March expenses
 - **October 15** for April–September expenses



Who Oversees the Program?

PROGRAM ADMINISTRATION:

- **Tourism Program Coordinator:**
 - Currently the Director of Communications & Marketing
 - Appointed by the Town Manager
 - Manages outreach, reviews applications, coordinates with Finance
- **Oversight and dispute resolution by the Town Manager**

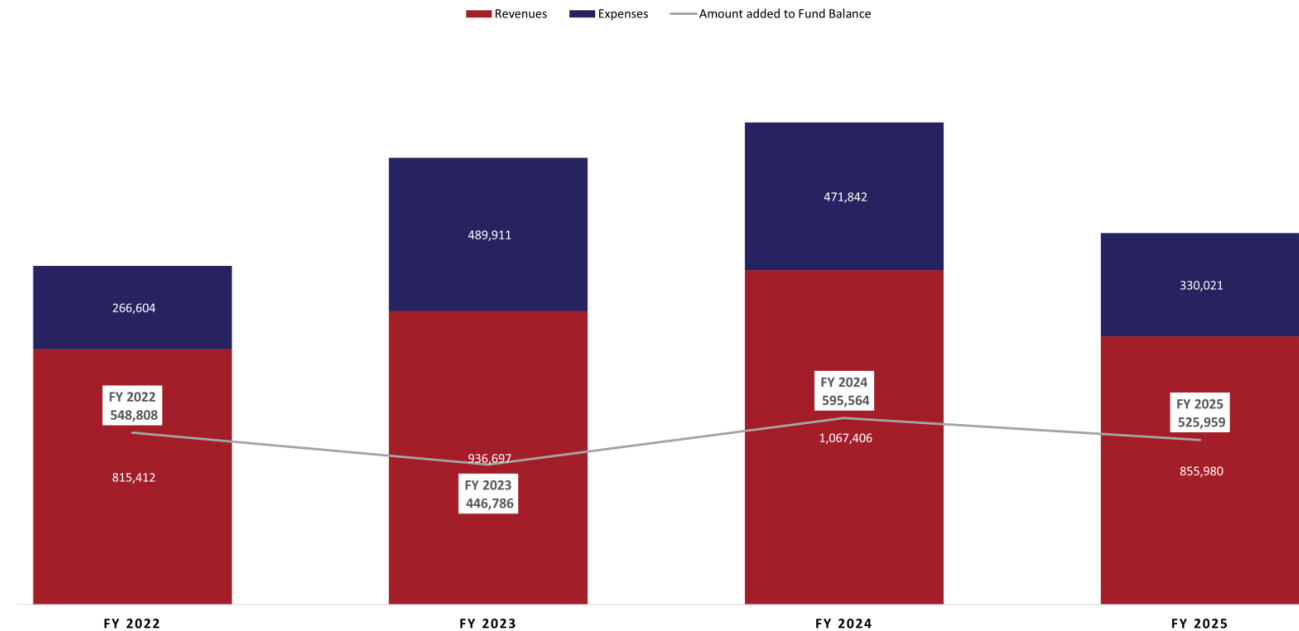


Fiscal Impact

FINANCIAL STRUCTURE:

- Funded by **Hotel Occupancy Tax (HOT) revenue**
- FY25 HOT revenue: **\$855,980**
- FY25 HOT expenses*: **\$330,021**
- **TIP reimbursements allocated from HOT fund**
- **Unused allocations revert to HOT fund balance**

TOWN OF TROPHY CLUB HOT REVENUE/EXPENDITURES
FISCAL YEAR 2022 - 2025



Program Launch & Hotel Outreach

NEXT STEPS:

- **Finalize** policy and forms
- **Notify** eligible hotels of FY26 allocations
- **Schedule** Executive Tourism Meeting
- **Begin** accepting applications per fiscal calendar





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

TOWN OF TROPHY CLUB TOURISM INCENTIVE PROGRAM (TIP) FUNDS

PURPOSE

Managed by the Town of Trophy Club, the Tourism Incentive Program (TIP) is designed to provide Trophy Club hoteliers with funding that can be used for marketing and incentives offered to secure room reservations and host meetings and events that ultimately increase tourism and generate a positive economic impact for Trophy Club.

All hotels located within the Town limits of Trophy Club, that are current on their Hotel Occupancy Tax, Sales Tax, and Property Tax payments, are eligible to request funds from this allocation. This allocation is used to reimburse hotels for room rebates, special marketing initiatives, and a portion of the cost of wayfinding signage.

MAXIMUM ANNUAL REIMBURSEMENT ALLOCATION PER HOTEL

Maximum annual reimbursement allocations are subject to change each year. Hotels that are current with Hotel Occupancy Tax payments are eligible to request a up to \$20,000 annually per property per fiscal year (October 01 – September 30) for reimbursement for the cost of per-room-night rebates or special marketing incentives as outlined below. Funding availability for Trophy Club hotels is subject to being appropriated and approved in the Town's annual budget.

Hotels are invited to participate in the program using the following procedures:

1. Each year, as part of the annual Town budget, the Trophy Club Town Council allocates an amount of Tourism funding, intended for hotel incentive reimbursements.
2. The Town of Trophy Club Finance Department will review the tax payment status of each hotel and provide the information to the designated Tourism Program Coordinator. The **Tourism Program Coordinator** is the designated individual responsible for administering the Tourism Incentive Program (TIP) on behalf of the Town of Trophy Club. This role serves as the primary point of contact for all communication between the Town and participating hotels.
 - The Tourism Program Coordinator is appointed by the Town Manager and may be a staff member whose role includes communications, marketing, or economic development functions.
 - The current designee for this role is the Director of Communications & Marketing, or their successor as identified by the Town Manager.
 - Responsibilities of the Tourism Program Coordinator include:
 - Notifying eligible hotels of their participation status and annual reimbursement allocation;
 - Receiving and reviewing reimbursement applications and supporting documentation;
 - Coordinating with the Town's Finance Department to confirm Hotel Occupancy Tax payment status;
 - Organizing and leading the annual Executive Tourism Meeting.
 - Serving as a liaison between the Town and hotels for all TIP-related matters;
 - Ensuring all records, reports, and communications are documented and maintained in accordance with Town procedures.

This designation ensures a centralized and consistent administration of the TIP fund, with oversight provided through the Town Manager's office.

3. The Tourism Program Coordinator notifies each Trophy Club hotel of its maximum available annual reimbursement allocation and its eligibility to participate in the fiscal year's program and invites them to make an application(s) for reimbursement.
4. A hotel representative must attend an annual Executive Tourism Meeting to continue receiving reimbursement funds. The Executive Tourism Meeting generally occurs in the **fourth quarter of the Town's fiscal year (July through September)**. This meeting serves as a collaborative and strategic touchpoint between the Town of Trophy Club and local hotel stakeholders. The primary purpose of the meeting is to:
 - Review the current fiscal year's TIP participation, including reimbursement levels and activity.
 - Share upcoming tourism-related initiatives, events, and marketing efforts led by the Town.
 - Gather feedback from hoteliers on challenges, opportunities, and ideas for increasing tourism-related overnight stays.
 - Discuss best practices and promote coordination across hotel properties for regional events, marketing strategies, and group bookings.

This meeting helps ensure transparency, encourages open communication, and supports continuous improvement of tourism efforts that benefit both the Town and its hospitality partners.

5. Any unused reimbursement funds are relinquished to the Hotel Occupancy Tax Fund Balance at the end of the fiscal year and are no longer available for reimbursement to a participating hotel.

PER-ROOM-NIGHT REBATES

Trophy Club hotels that are current with their Hotel Occupancy Tax payments can request reimbursement of per-room-night rebates or discounts offered for Town-partnered programs, family reunions, business conference travelers, or other organizations as an incentive for groups to reserve blocks of rooms. The amount eligible for reimbursement is the difference between the regular per-room-per-night rate and any special or discounted rate that is offered to a group based on the actual number of room nights rented at the discounted rate.

Hotels may request reimbursement for:

- Room rate discounts provided to groups (e.g., sports teams, reunions, business conference travelers). A qualifying group must include a minimum of 5 hotel rooms in relation to the event.
- Commission or rebate costs embedded in negotiated group rates (including situations where the offered rate is equal to or above standard but includes built-in rebates or amenities).

Example: The advertised rate for ABC Hotel is \$109.95 per-room-per-night. Hotel ABC offers a special rate of \$79.95 per-room-per-night to the Tritons Swim Team, coming to Trophy Club for a competition at the Trophy Club Community Pool Complex. The swim team needs 15 rooms for two nights at the \$79.95 rate per-room-per-night. The hotel is discounting their rate by \$30 per-room-per-night. Through this agreement, the hotel can request reimbursement for the \$30 discount for 30 room nights (15 rooms for two nights) or \$900 by completing the Trophy Club Tourism Hotel Incentive Rebate Form (Exhibit A) attached and submitting it to the Tourism Program Coordinator.

SPECIAL MARKETING INCENTIVES

Trophy Club hotels can also request reimbursement for the costs of special marketing activities or items provided as an incentive for Town-partnered programs, family reunions, and other groups to stay at Trophy Club hotels. Examples of reimbursable costs include:

- Group transportation to local activities or restaurants

- Welcome receptions or catered meals provided on property
- Gift cards or branded client gifts
- Enhanced buffet or breakfast service for groups
- Promotional materials (e.g., branded totes, welcome kits)

WAYFINDING SIGN COST REIMBURSEMENT

Hotels that are current with Hotel Occupancy Tax payments are eligible to request a 75% reimbursement for the cost of wayfinding signage with a maximum amount of \$5,000 annually. Eligible signs include directional signs on major roadways in accordance with TXDOT signage programs that display hotel or restaurant logos at key intersections.

REIMBURSEMENT REQUEST PROCEDURES

1. Expenses incurred during the Town's fiscal year (October 1 through September 30) will be reimbursed during that same fiscal year. All requests for reimbursement must be submitted to the Tourism Program Coordinator in accordance with the submission periods outlined in Section 3.
2. The Town of Trophy Club Finance Department will verify that Hotel Occupancy Tax, Sales Tax, and Property Tax payments are up-to-date for all hotels requesting incentive or room discount reimbursements. Requests will be denied for any hotel deemed delinquent. A delinquent hotel that becomes up-to-date for any delinquent tax prior to the submission deadline for any fiscal year may resubmit its reimbursement request if such request is submitted by the deadline.
3. Submission Deadlines: A hotel may request reimbursements incurred throughout the fiscal year during the following periods. If the deadline falls on a weekend or other day in which the Town is closed, the submission deadline shall be the next Town business day.
 - October 1 – March 31: Last day to submit is April 15th.
 - April 1 – September 30: Last day to submit is October 15th.
4. At the end of the fiscal year, unused reimbursement funds will be relinquished to the Hotel Occupancy Tax Fund Balance. Annual funding for this program is not committed or obligated to any hotel participating in these programs beyond that portion of funding approved for rebate or reimbursement as specified herein within the periods identified for that fiscal year.
5. A hotel may request reimbursement for per-room-night rebates, special marketing incentives, or wayfinding signs by completing the *Trophy Club Tourism Hotel Incentive Rebate Form in Exhibit A* and including backup documentation on actual room charges/rebates.
6. Completed forms and documentation must be submitted to the Tourism Program Coordinator at Town of Trophy Club, 1 Trophy Wood Drive, Trophy Club, TX 76262.
7. Participants in the Trophy Club Tourism Incentive Program agree to provide documentation as requested and/or required by staff to appropriately review, validate, and/or approve rebate and/or reimbursement amounts.

AUTHORIZATION TO INTERPRET AND RESOLVE DISPUTES

The Town Manager is authorized to interpret and enforce the TIP for Trophy Club hotels. His/her decision shall be final regarding requests for reimbursement, qualifying costs, and all other provisions of this policy. Where the policy is silent, the Town Manager is authorized to approve reimbursements that are otherwise consistent with the Purpose of this policy. A hotel that is denied reimbursement by the Tourism Program Coordinator under this policy may challenge the decision to the Town Manager within 3 business days of the notice of denial.

EXHIBIT A
Town of Trophy Club
Hotel Incentive Reimbursement Request Form

Hotel Name _____

Primary Hotel Contact _____

Hotel Phone Number _____

Reimbursement Remittance Address _____

Special Event Name _____

Special Event Date, Description _____

ROOM DISCOUNT TABULATION

ROOM TYPE	REGULAR RATE	DISCOUNTED RATE	DISCOUNT PER ROOM	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	TOTAL REIMB REQUEST
King									
Double									
Suite									

Totals									
--------	--	--	--	--	--	--	--	--	--

MM/DD/YY – Total room number per night, per bed type

SPECIAL INCENTIVE TABULATION

INCENTIVE ITEM DESCRIPTION	AMOUNT	TOTAL REIMBURSEMENT REQUEST

Hotel Authorized Signature _____

Title _____

Date _____

Approved By _____

Title _____

Date _____

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, FINDING THAT THE TOWN COUNCIL HAS NO CONFIDENCE IN COUNCIL MEMBER, PLACE 1, STACEY BAUER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Trophy Club, Texas (the “Town”) is a home rule municipal corporation and political subdivision of the State of Texas authorized to adopt resolutions and perform legislative acts pursuant to the Town Charter and the laws of the State of Texas; and

WHEREAS, felony theft charges have been brought against Council Member, Place 1, Stacey Bauer, as publicly reported and confirmed in “The State of Texas vs. Stacey Renee Bauer” Case No. F25-1815-158, in the 158th Judicial District Court; and

WHEREAS, the Town Council finds that by conducting a public meeting in accordance with Texas Gov’t Code Ch. 551 (the “Act”) the Town Council has provided Council Member, Place 1, Stacey Bauer, with due notice and an opportunity to be heard.

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

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. In the exercise of the Town Council’s governmental functions and legislative power and authority, the Town Council hereby finds that it has no confidence in Council Member, Place 1, Stacey Bauer and her ability to fulfill her official elected duties, which she has sworn to perform as a member of the Town Council of the Town of Trophy Club, Texas.

SECTION 3. The meeting at which this resolution was considered and adopted was conducted in accordance with the Act.

SECTION 4. This resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE _____ DAY OF JULY __ 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney