



TOWN OF TROPHY CLUB

1 Trophy Wood Drive
Trophy Club, Texas 76262

MEETING AGENDA

TOWN COUNCIL

January 8, 2024

7:00 PM

Council Chambers

CALL TO ORDER AND ANNOUNCE A QUORUM

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

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

mayorandcouncil@trophyclub.org

COMMUNITY SPOTLIGHT

1. Working for You... Trophy Club
 - a) Update from Town Council Members
 - b) Update from Town Manager (Brandon Wright, Town Manager)
 - c) Quick Civic Tip (Dean Roggia, Town Attorney)
2. Young Men's Service League - Jill Sida

CONSENT AGENDA

3. Consider approval of the December 11, 2023, Town Council Work Session and Regular Meeting Minutes. (Tammy Dixon, Town Secretary)

4. Consider approval of an ordinance authorizing and calling for a general election to be held on May 4, 2024, and if required, a runoff election on June 15, 2024, for the purpose of electing council members to Town Council Place 3 and Town Council Place 4, and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)
5. **Case FP-24-001 Triple Crown Estates**
Consider approval of a Final Plat for Lots 1-6 and 7X, Block A, Triple Crown Estates, consisting of 2.992 acres of land out of the Mary Medlin Survey, Abstract No. 832, located south of Trophy Park Drive, east of Nottingham Court, west of Churchill Downs Lane, Trophy Club, Texas (Matt Cox, Director of Community Development)
6. 4th Quarter Investment Report. (April Duvall, Director of Finance)

INDIVIDUAL ITEMS

7. Discuss and consider approval of an ordinance amending Chapter 1 "General Provisions," Article 1.09, "Special Events" (Brandon Wright, Town Manager)
8. Discuss and consider approval of a public drainage easement agreement with the Homeowners Association of Hogan's Glen, Inc. (Brandon Wright, Town Manager)

ADJOURN

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

CERTIFICATION

I do hereby certify that the Notice of Meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: January 5, 2024, at 2:15 p.m. and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 at least 72 hours prior to the scheduled time of said meeting.

/s/ Tammy Dixon
Tammy Dixon, Town Secretary

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



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM:

AGENDA ITEM: Young Men's Service League - Jill Sida

BACKGROUND/SUMMARY:

BOARD REVIEW/CITIZEN FEEDBACK:

FISCAL IMPACT:

LEGAL REVIEW:

ATTACHMENTS:

None

ACTIONS/OPTIONS:



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the December 11, 2023, Town Council Work Session and Regular Meeting Minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on December 11, 2023.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Draft minutes 12.11.2023

ACTIONS/OPTIONS:

Move to approve the December 11, 2023, work session and regular meeting minutes.

**Town of Trophy Club
Work Session and Regular Meeting Minutes
December 11, 2023
1 Trophy Wood Drive, Trophy Club, Texas 76262**

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

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

COUNCILMEMBERS PRESENT

Jeannette Tiffany, Mayor
Dennis Sheridan, Mayor Pro Tem
Stacey Bauer, Councilmember Place 1
Steve Flynn, Councilmember Place 6
LuAnne Oldham, Councilmember Place 5
Jeff Beach, Councilmember Place 2
Karl Monger, Councilmember Place 4

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT

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

WORK SESSION ITEM

1. Discussion on the Town of Trophy Club Intersection Traffic Study and traffic issues within the Town of Trophy Club.

Mayor Tiffany invited the audience to speak on this topic.

Town Manager Wright stated this would be a good opportunity to take a pause to allow for a comprehensive review of the project to include evaluating and gathering additional information to define the key issues and desired outcomes, to receive

community input and to develop a plan with options including the pros and cons for Town Council consideration.

It was the consensus of the Town Council to move forward with Mr. Wright's recommendation.

ADJOURN WORK SESSION

Mayor Tiffany adjourned the work session at 6:27 p.m.

CALL REGULAR MEETING TO ORDER

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

INVOCATION

Councilmember Oldham, led the invocation.

PLEDGES

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

PUBLIC COMMENTS

Sara Monger, 192 Durango Drive, spoke on behalf of the Trophy Club Women's Club.

PRESENTATIONS

1. Administer Oath of Office to new Town Manager Brandon Wright. (Mayor Tiffany)

Mayor Tiffany provided the Oath of Office to Town Manager Brandon Wright.

2. Badge Pinning Ceremony – Police Department. (Patric Arata, Police Chief)

Chief Arata welcomed the Town's two newest officers Tyler Billups and Kyle Calderone; and newly promoted Sergeant Joshua Hernandez. Judge Eric Ransleben provided the Oaths of Office and the badge pinning ceremony followed.

COMMUNITY SPOTLIGHT

1. Vicki Hardy, Lakeview Elementary 40-Year Anniversary Update

Ms. Hardy gave a presentation and spoke about the history of Lakeview Elementary along with prior and current students and staff.

2. Working for You . . . Trophy Club

a) Trophy Club Meet and Greet Open House

Mayor Tiffany invited the community to attend the Trophy Club Meet and Greet Open House scheduled for Wednesday, January 17, 2024, from 5:00 – 7:00 p.m. to welcome Brandon Wright, Town Manager, Tour Town Hall, meet Board and Commission members, and Town Staff.

b) Update from Town Council Members

Mayor Pro Tem Sheridan reminded everyone of the Wreaths Across America Trophy Club event taking place on Saturday, December 16, 2023, at 11:00 AM at Medlin Cemetery.

Councilmember Oldham spoke about the Tarrant Area Food Bank.

Councilmember Flynn spoke about having lost a friend recently, which reminded him of the importance of checking in on friends, neighbors, and family, especially as we get into the winter months.

Mayor Tiffany announced the Town's next General Election will be held on May 4, 2024, for Place 3, currently held Mayor Pro Tem Sheridan and Place 4, currently held by Councilmember Monger. She stated the filing period would begin on January 17th and end on February 16, 2024.

c) Update from Town Manager

Town Manager Wright congratulated the Finance Department on their GFOA Certificate of Excellence award for their FY 2022 Annual Comprehensive Financial Report; thanked everyone who attended the Christmas in the Park event on December 09, 2023; echoed Mayor Pro Tem Sheridan's message regarding the Wreath's Across America event; reminded everyone of the Town's holiday closures; advised laptops had been purchased for the Town Council to provide better connectivity; and provided an update on the Parks and Recreation Director position.

d) Quick Civic Tip

Town Attorney Roggia provided a summary of the Open Meetings Act as it pertains to Social Gatherings.

CONSENT AGENDA

3. Consider approval of the November 13, 2023, Town Council Meeting Minutes. (Tammy Dixon, Town Secretary)

4. Consider approval of an agreement with SHI Government Solutions, Inc. for Microsoft Office 365 licenses in the amount of \$54,807.24; and authorization for the Town Manager to execute same on behalf of the Town.

Councilmember Beach moved to approve consent agenda items 3 - 4. Councilmember Flynn seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

INDIVIDUAL ITEMS

5. Case SUP23003 Hutchins BBQ Alcohol On-Premises

Conduct a Public Hearing and consider approval of an ordinance for a request made by Hutchins BBQ Restaurant for a Specific Use Permit for alcoholic beverage sales for on-premises consumption in conjunction with a restaurant use, located at 3000 E. Highway 114, Trophy Club, Texas

Mayor Tiffany opened the public hearing at 7:41 p.m.

Mr. Cox gave a presentation on the request for an SUP and stated the application was in compliance with the Town's ordinances.

Planning and Zoning Chairman Biggs stated the Commission voted unanimously in favor for the SUP.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:43 p.m.

Councilmember Flynn moved to approve Ordinance 2023-22 approving a request by Hutchins BBQ Restaurant for a Specific Use Permit for alcoholic beverage sales for on-premises consumption in conjunction with a restaurant use, located at 3000 E. Highway 114, Trophy Club, Texas. Councilmember Bauer seconded the motion. The caption of the ordinance reads as follows:

ORDINANCE NO. 2023-22

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS APPROVING A SPECIFIC USE PERMIT FOR ALCOHOLIC BEVERAGE SALES FOR ON-PREMISES CONSUMPTION IN CONJUNCTION WITH A RESTAURANT USE OPERATED BY THE ORIGINAL ROY HUTCHINS BBQ, LOCATED ON LOT 2R2, BLOCK B OF TROPHY WOOD BUSINESS CENTER, WITHIN PD PLANNED DEVELOPMENT NO. 25; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING APPLICABLE REGULATIONS, DISCONTINUATION, & REVOCATION; PROVIDING A SAVINGS

AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

6. Case RP-23-001 Replat NISD High School No. 2, for Block 1, Lot 2R

Conduct a public hearing and consider a request made by the Town of Trophy Club for a replat for Block 1, Lot 2R, NISD High School No. 2, to accommodate right-of-way and access on a lot legally described as Block 1, Lot 2, NISD High School No. 2, approximately 1.725 acres. The property is generally located east of Bobcat Boulevard and south of Middleton Drive, in the Town of Trophy Club, Denton County, Texas

Mayor Tiffany opened the public hearing at 7:45 p.m.

Mr. Cox gave a presentation on the replat noting the purpose was to provide right-of-way access to the Bobcat Villages Phases 1 and 2 subdivisions.

Chairman Biggs stated the minor changes to the plat had no bearing on the Planning and Zoning Commission recommended approval.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:50 p.m.

Mayor Pro Tem Sheridan requested the shaded areas on the plat be noted in the legend and to correct Note 3 inserting the correct name where it has (entity).

Mr. Cox and Town Attorney Roggia answered questions from the Town Council.

Mayor Pro Tem Sheridan moved to approve a request made by the Town of Trophy Club for a replat for Block 1, Lot 2R, NISD High School No. 2, to accommodate right-of-way and access on a lot legally described as Block 1, Lot 2, NISD High School No. 2, approximately 1.725 acres and to amend the legend to reflect the shaded areas. Councilmember Oldham seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

7. Case FP-23-005 Bobcat Village Phase 1 Final Plat, formerly Well Site 1H

Discuss, consider and take action on a Final Plat for Bobcat Village Phase 1 (formerly Well Site 1H) containing ± 2.7886 acres of land located east of Bobcat Boulevard, south and east of Halifax Street, and north of Byron Nelson High School.

Mr. Cox gave a presentation on the final plat noting approval history, site history and details on the proposed development.

Chairman Biggs stated the Planning and Zoning Commission unanimously approved recommendation of the final plat.

Mayor Pro Tem Sheridan moved to approve a Final Plat for Bobcat Village Phase 1 (formerly Well Site 1H) containing ± 2.7886 acres of land located east of Bobcat Boulevard, south and east of Halifax Street, and north of Byron Nelson High School. Councilmember Oldham seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

8. Case FP-23-006 Bobcat Village Phase 2 Final Plat, formerly Well Site 1HB

Discuss, consider and take action on a Final Plat for Bobcat Village Phase 2 (formerly Well Site 1HB) containing ± 2.106 acres of land located east of Bobcat Boulevard, east of Halifax Street, and north of Byron Nelson High School.

Mr. Cox gave a presentation on the final plat noting it was brought forward at the same time as Phase 1 and he provided details on the proposed development.

Chairman Biggs stated the Planning and Zoning Commission unanimously approved recommendation of the final plat.

Mayor Pro Tem Sheridan moved to approve a Final for Bobcat Village Phase 2 (formerly Well Site 1HB) containing ± 2.106 acres of land located east of Bobcat Boulevard, east of Halifax Street, and north of Byron Nelson High School. Councilmember Oldham seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

9. Presentation of MUD Feasibility Study by Chris Ekrut of NewGen; and discussion and consideration of same.

Mr. Ekrut gave a presentation on the MUD Feasibility Study and answered questions from the Town Council.

Mr. Wright recommended, and the Council concurred, the Town continue to engage with the MUD to maintain effective relationships with the involvement of the adhoc committee and to explore the following:

- Possibility, if any, to include PID residents in having a voice on the MUD?
- Opportunities for shared buying opportunities.
- Communicate about road projects and water/sewer repairs.
- Hold Strategic Planning sessions with the MUD to streamline some of the costs. Discussion of the Fire Department component needs to occur.
- Can the MUD's control over the PID be reversed?
- Establish working groups to build relationships with the MUD.

Mayor Tiffany filed a Conflict of Interest form with the Town Secretary's Office pertaining item 10 and left the Council chambers at 8:37 p.m. Mayor Pro Tem Sheridan presided over this item.

10. Discuss and consider approval of a public drainage easement agreement with the Homeowners Association of Hogan's Glen, Inc.; and authorization for the Mayor to execute same on behalf of the Town.

11.

Town Attorney Roggia provided a briefing to the Town Council explaining there was an outstanding minor issued relating to the boundary of the easement.

Mayor Por Tem Sheridan moved to postpone this item to the January 8, 2024, Town Council meeting. Councilmember Oldham seconded the motion.

VOTE ON THE MOTION

AYES: Bauer, Sheridan, Beach, Monger, Oldham

NAYES: Flynn

ABSENT: Tiffany

VOTE: 6-1-0

Mayor Tiffany returned at 8:39 p.m.

12. Discussion on the Town Council Retreat to be held in January 2024.

Mr. Wright provided the outline for the Town Council Retreat scheduled for January 19th and 20th. He stated the first day would include governance training setting the groundwork of working together with staff; day two would include discussions on the Comprehensive Plan, Parks Master Plan, Town Council's goals, and budget review as required by the Town Charter.

A discussion ensued regarding the cost of utilizing an outside facilitator for the retreat. Mr. Wright stated the costs would be explored to utilize a facilitator for the Governance Training portion only.

13. Discuss and consider approval of the 2024 Town Council meeting dates.

Ms. Dixon provided a review of the proposed 2024 Town Council meeting dates.

Councilmember Flynn moved to approve the 2024 Town Council meeting dates. Councilmember Bauer seconded the motion.

VOTE ON THE MOTION

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

NAYES: None

VOTE: 7-0

14. Future Agenda Items

Mr. Wright stated he would need time to review the items and will provide an update at a future meeting.

EXECUTIVE SESSION/REGULAR SESSION

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 9:01 p.m. and reconvened into Regular Session at 9:41 p.m. in accordance with the Texas Government Code regarding:

Section 551.071, Consultation with Town Attorney to seek legal advice regarding the parking agreement with HG SPLY Trophy Club, a Texas Corporation. **No Action Taken.**

Section 551.071, Consultation with Town Attorney to seek legal advice regarding Article 1.09 "Special Events" of the Town Code of Ordinances. **No Action Taken.**

Mayor Tiffany adjourned the Town Council meeting at 9:41 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of an ordinance authorizing and calling for a general election to be held on May 4, 2024, and if required, a runoff election on June 15, 2024, for the purpose of electing council members to Town Council Place 3 and Town Council Place 4, and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town's General Election will be held on the first Saturday in May in accordance with state law. Councilmembers Places 3 and 4 shall be elected at the General Election, and each for a three-year term. The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton and Tarrant County. The proposed ordinance calls for the May 4, 2024, election, and establishes the procedures for the election.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Budgeted: Yes

Proposed Expenditure: \$19,500

Budget Amount: \$19,500

Fund/Department: General Fund/Town Secretary's Office

The budgeted funds are estimates recognizing that the actual costs of the joint election will be distributed among each participating agency in each respective county.

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

ATTACHMENTS:

1. Draft Ordinance May 4 Election

ACTIONS/OPTIONS:

Move to approve an ordinance authorizing and calling for a general election to be held on May 4, 2024, and if required, a runoff election on June 15, 2024, for the purpose of electing council members to Town Council Place 3 and Town Council Place 4, and establishing procedures for the election; and providing an effective date .

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2024 AND, IF REQUIRED, A RUNOFF ELECTION ON JUNE 15, 2024, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO TOWN COUNCIL PLACE 3 AND TOWN COUNCIL PLACE 4; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 41.001 of the Texas Election Code (the "Code") specifies that the first Saturday in May shall be a "uniform election date" and that a general election may be held on such day; and,

WHEREAS, state law and the charter of the Town of Trophy Club require that a general election be held; and,

WHEREAS, the regular election for Town Council members of the Town of Trophy Club is required to be held on May 4, 2024, at which time the voters will elect persons to fill the offices of Town Council Place 3 and Town Council Place 4; and

WHEREAS, the Town Council finds that it is in the public interest to enter into a joint election agreement and election services contract with Denton County and Tarrant County to provide the most efficient and convenient voting opportunities; and

WHEREAS, the intention of the Town Council, via adoption of this Ordinance, is to call an election, designate a polling place, appoint necessary election officers, establish procedures for conducting the election, and authorize the Town Manager to execute joint election agreements whereby the general election will be administered by the Denton County and Tarrant County Elections Administrators.

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

SECTION 1.

INCORPORATION. The facts and recitations contained in the above preamble of this Ordinance are hereby incorporated herein for all purposes.

SECTION 2.

GENERAL ELECTION CALLED. The Town Council hereby calls and orders a General Uniform Election to be held on May 4, 2024, between the hours of 7:00 a.m., and 7:00 p.m., for the purpose of electing Council Members to Town Council Places 3 and 4, for a three-year term each, ending May 2027, or until their successor is duly elected, or appointed, and qualified. Such election shall be conducted in accordance with the provisions of the Code and held via the joint election agreements with both Tarrant and Denton counties, respectively.

SECTION 3.

APPLICATION FOR A PLACE ON THE BALLOT. Eligible persons wishing to file as candidates must file an application with the Town Secretary of the Town of Trophy Club at 1 Trophy Wood Drive, Trophy Club, Texas, 76262, and may do so beginning at 8:00 a.m., January 17, 2024, and continuing through February 16, 2024, until 5:00 p.m. Each application shall be on a form meeting the requirements of Section 141.031 of the Texas Election Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Charter and State Law.

SECTION 4.

AGREEMENT WITH DENTON AND TARRANT COUNTIES. Prior to the election, the Town anticipates that it will enter into an agreement for election services with Denton and Tarrant Counties. The Town Manager is hereby authorized to execute agreements with Denton County and Tarrant County for the conduct of the election in accordance with Chapter 31, Subchapter D of the Code and other applicable statutes and laws. In the event of a conflict between this Ordinance and these agreements, the agreements shall control.

SECTION 5.

APPOINTMENT OF ELECTION JUDGES AND ALTERNATE ELECTION JUDGES. Election judges for the general election shall be appointed by Denton County and Tarrant County, respectively, as authorized by Chapter 271 of the Code.

SECTION 6.

(a) **EARLY VOTING - DENTON COUNTY.** The Denton County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed as provided in the Denton County Joint Election Agreement ("Denton Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on the following dates and times:

Date	Time
Monday, April 22 - Friday, April 26	8:00 a.m. - 5:00 p.m.
Saturday, April 27	8:00 a.m. - 5:00 p.m.
Sunday, April 28	11:00 a.m. - 5:00 p.m.
Monday, April 29 - Tuesday, April 30	7:00 a.m. - 7:00 p.m.

Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: www.votedenton.gov; Phone: 940.349.3200; Fax: 940.349.3201; email: elections@dentoncounty.gov to be received not later than the close of business on April 23, 2024. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

(b) **EARLY VOTING - TARRANT COUNTY.** The Tarrant County Elections Administrator is designated the Early Voting Clerk. Additional Deputy Early Voting Clerks may be appointed, as provided in the Tarrant County Joint Election Agreement ("Tarrant Agreement").

- (1) Early Voting by personal appearance shall be conducted beginning on April 22, 2024, and continuing through April 30, 2024, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on the following days and times:

Date	Time
Monday, April 22 - Friday, April 26	8:00 a.m. - 5:00 p.m.
Saturday, April 27	7:00 a.m. - 7:00 p.m.
Sunday, April 28	10:00 a.m. - 4:00 p.m.
Monday, April 29 - Tuesday, April 30	7:00 a.m. - 7:00 p.m.

Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this Ordinance and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (2) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, 2700 Premier Street, Fort Worth, Texas, 76111; Website: <https://www.tarrantcountytx.gov/en/elections.html>; Phone:817.831.8683;Fax:817.831.6118; Email: votebymail@tarrantcountytx.gov to be received not later than the close of business on April 23, 2024. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

(c) Early voting both by personal appearance and by mail shall be canvassed by the Early Voting Ballot Board established by Denton County under the Denton Agreement and Tarrant County under the Tarrant Agreement. The Presiding Election Judge and the Alternate Presiding Judge will be appointed by the Denton and Tarrant County Election Administrators as permitted by law. The Presiding Election Judge shall appoint elections clerks as may be necessary for the proper conduct of the election. The Presiding Election Judge, or the Alternative Election Judge, in the absence of the Presiding Election Judge, and the election clerks shall constitute the Early Voting Ballot Board to process early voting results from the election. The Presiding Election Judge and the Alternate Election Judge must be eligible to serve in accordance with state law, and the election clerks shall be qualified voters of the Town. To the extent required by law, those persons designated by Denton and Tarrant Counties as election officers and clerks are hereby appointed by the Town.

SECTION 7.

(a) **METHOD OF VOTING – DENTON COUNTY.** Voting in Denton County shall be conducted using Denton County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Code.

(b) **METHOD OF VOTING – TARRANT COUNTY.** Voting in Tarrant County shall be conducted using Tarrant County's Hart InterCivic Verity Voting System. All expenditures necessary for the conduct of the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted in accordance with the Code.

SECTION 8.

GOVERNING LAW AND QUALIFIED VOTERS. The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident qualified voters of the Town shall be eligible to vote at the election.

SECTION 9.

PUBLICATION AND POSTING OF NOTICE OF ELECTION. Notice of the election shall be published in accordance with Chapter 4 (Sec 4.003) of the Code.

SECTION 10.

RUN-OFF ELECTION. In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 15, 2024.

SECTION 11.

NECESSARY ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions federal and state law in carrying out and conducting the election, whether or not expressly authorized herein. Tarrant County and Denton County are hereby authorized to make such submissions as are necessary to the United States Justice Department to seek pre-clearance for any changes in voting practices as authorized by the Voting Rights Act of 1965, as amended.

SECTION 12.

EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, this 8th day of January 2024.

APPROVED:

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Case FP-24-001 Triple Crown Estates

Consider approval of a Final Plat for Lots 1-6 and 7X, Block A, Triple Crown Estates, consisting of 2.992 acres of land out of the Mary Medlin Survey, Abstract No. 832, located south of Trophy Park Drive, east of Nottingham Court, west of Churchill Downs Lane, Trophy Club, Texas (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The subject property is currently zoned R-15 Single-Family District and the proposed lots meet or exceed the zoning standards for the district. The property owner/applicant is requesting to develop the property as a six (6) residential lots and one (1) open space lot with a public right-of-way street with a cul-de-sac serving each lot. The open space lot adjacent to Trophy Park Drive will accommodate required screening and landscaping along the roadway.

A homeowner's association (HOA) will be created with the filing of the Final Plat that will own and maintain Lot 7X. The subdivider will also be required to pay a fee in lieu of dedicating parkland at the time of Final Plat filing.

The Town Council approved the Preliminary Plat at their October 23, 2023 meeting. The Town Engineer and Trophy Club Municipal Utility District No. 1 have reviewed and approved the civil construction plans for the development.

PROJECT LOCATION



BOARD REVIEW/CITIZEN FEEDBACK: The Planning & Zoning Commission reviewed the Final Plat at their January 4, 2024, meeting and recommended the item for approval (four in favor and one opposed, 4-1).

FISCAL IMPACT: N/A

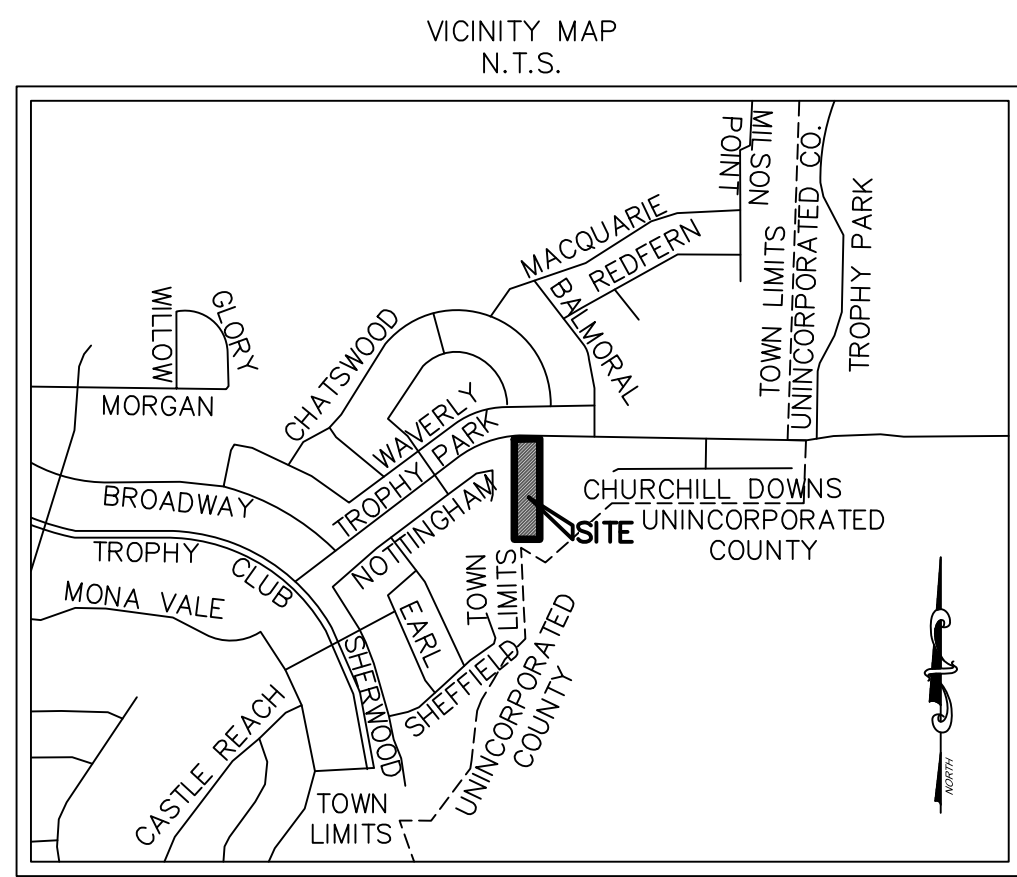
LEGAL REVIEW: Town Attorney, Dean Roggia, has reviewed the plat as to form and legality.

ATTACHMENTS:

1. Triple Crown Estates -Final Plat

ACTIONS/OPTIONS:

- Approve the Final Plat as presented;
- Approve the Final Plat with conditions; or
- Deny the Final Plat





TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: April Duvall, Director of Finance

AGENDA ITEM: 4th Quarter Investment Report. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY: The Town's current interest-bearing accounts have an ending market value of \$31,988,228 as of September 30, 2023, which is an increase of \$2,920,594 since June 30, 2023. The town predominantly collects property tax revenue during the first and second quarters of the fiscal year. The portfolio exhibits liquidity, characterized by a weighted average life of 1 day. There is an increase of \$9,536,275 in cash compared to the same period last year, primarily attributed to the recent receipt of a \$7,000,000 bond issue during this quarter.

The total average yield for this quarter was 5.28% which is slightly lower than the average rolling 6-month Treasury-Bill yield of 5.38% for the same period.

A substantial portion of the Town's investments remain placed in the InterBank Insured Cash Sweep account to take advantage of the fund's liquidity and the 5.50% yield.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The accrued interest for the current quarter amounts to \$376,696, contributing to the Town's year-to-date interest earnings of \$1,201,562 in Fiscal Year 2023.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 4th Qtr FY23 Investment Report

ACTIONS/OPTIONS:



QUARTERLY INVESTMENT REPORT

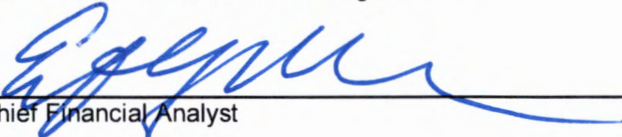
For the Quarter Ended

September 30, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Town of Trophy Club is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.


Investment Officer/Finance Manager


Chief Financial Analyst

Disclaimer: These reports were compiled using information provided by the Town. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields, and do not account for investment advisor fees.

Annual Comparison of Portfolio Performance

FYE Results by Investment Category:

Asset Type	September 30, 2022			September 30, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	0.19%	\$ 4,492,738	\$ 4,492,738	1.52%	\$ 1,274,925	\$ 1,274,925
Money Markets/Local Gov't Investment Pools	2.92%	17,959,215	17,959,215	5.44%	30,713,303	30,713,303
Totals		\$ 22,451,953	\$ 22,451,953		\$ 31,988,228	\$ 31,988,228
Fourth Quarter-End Yield	2.38%			5.28%		

Average Quarter-End Yields (1):

	2022 Fiscal Year	2023 Fiscal Year
Trophy Club	1.10%	4.67%
Rolling Three Month Treasury	1.06%	4.95%
Rolling Six Month Treasury	1.01%	4.77%
TexPool	0.90%	4.74%
Fiscal YTD Interest Earnings	\$ 185,611 (Approximate)	\$ 1,201,562 (Approximate)

(1) Average Quarterly Yield calculated using quarter-end report average yield and adjusted book value.

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2023			September 30, 2023		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	1.76%	\$ 2,091,692	\$ 2,091,692	1.52%	\$ 1,274,925	\$ 1,274,925
Money Markets/Local Gov't Investment Pools	5.18%	26,975,942	26,975,942	5.44%	30,713,303	30,713,303
Totals	4.93%	\$ 29,067,634	\$ 29,067,634	5.28%	\$ 31,988,228	\$ 31,988,228

Current Quarter Average Yield (1)

Total Portfolio	5.28%
Rolling Three Month Treasury	5.54%
Rolling Six Month Treasury	5.38%
TexPool	5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.67%
Rolling Three Month Treasury	4.95%
Rolling Six Month Treasury	4.77%
TexPool	4.74%

Interest Revenue (Approximate)

Quarterly Interest Income	\$ 376,696
Year-to-date Interest Income	\$ 1,201,562

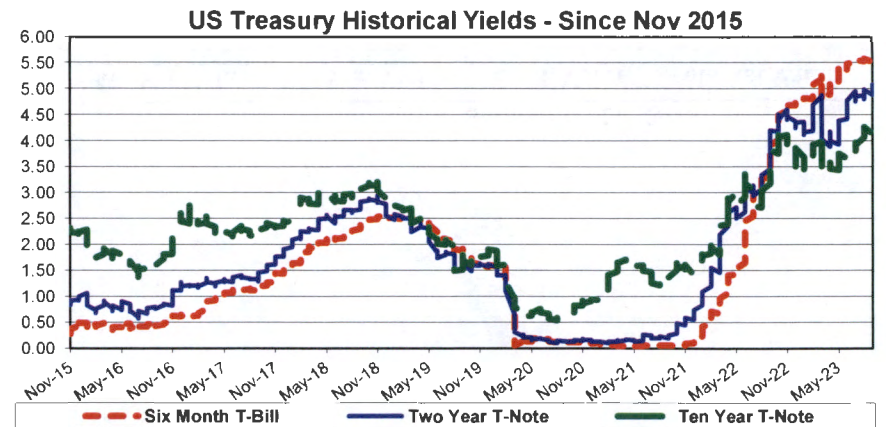
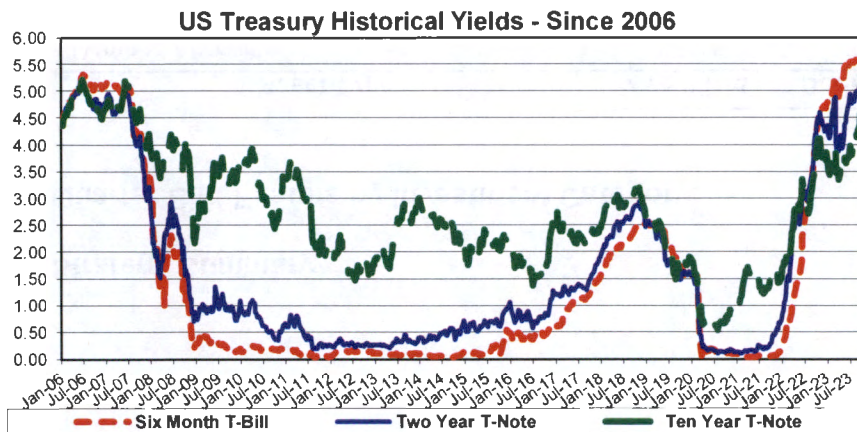
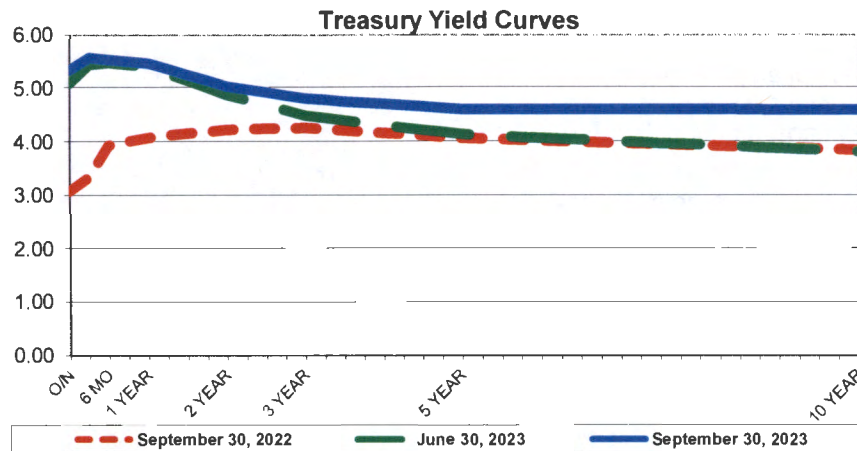
(1) **Current Quarter Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Fiscal Year-to-Date Average Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

9/30/2023

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). A pause is projected at least until the November 1st announcement date, with any future actions data-dependent. Second Quarter 2023 GDP posted 2.1%. September Non-Farm Payroll surged up 336k new jobs, above the 170k projection. The S&P Stock Index continued to slide below 4,300. The yield curve drifted higher on the long end. Crude Oil traded +/- \$85 per barrel. Inflation drifted lower but still over the FOMC 2% target (Core PCE +/-3.9% and CPI +/-3.7%). The slowing China and German economies, Ukrainian/Russian and Israeli/Hamas conflicts continue to weight on future outlooks.



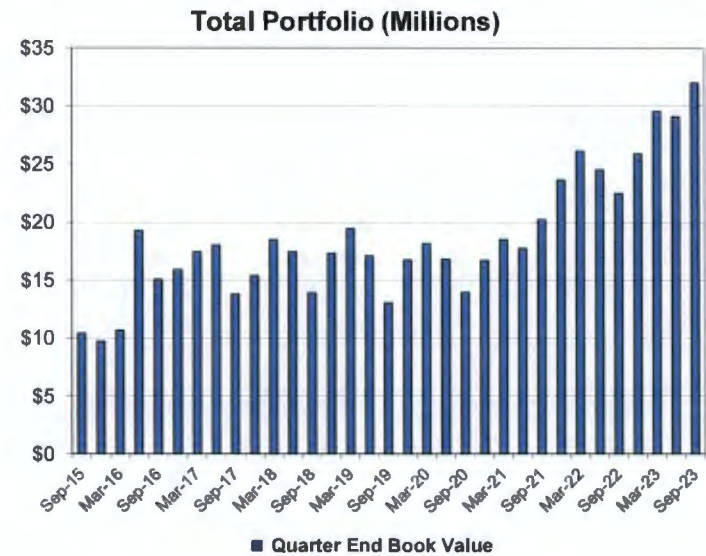
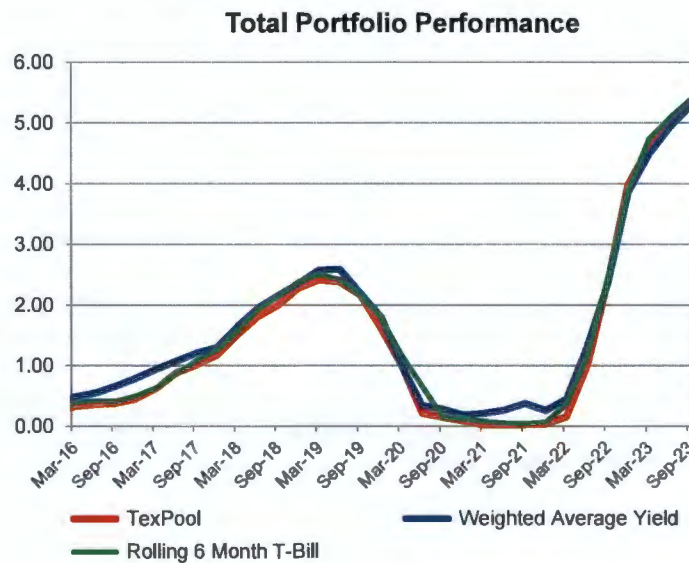
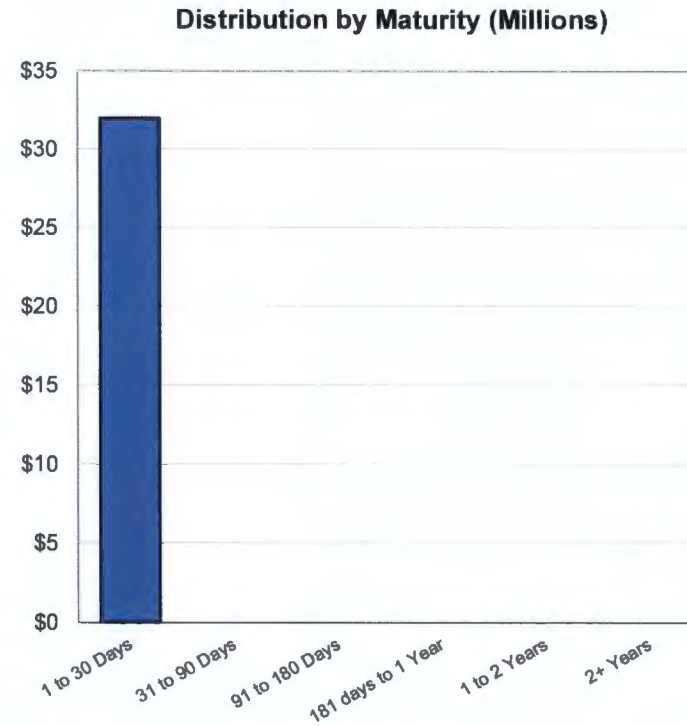
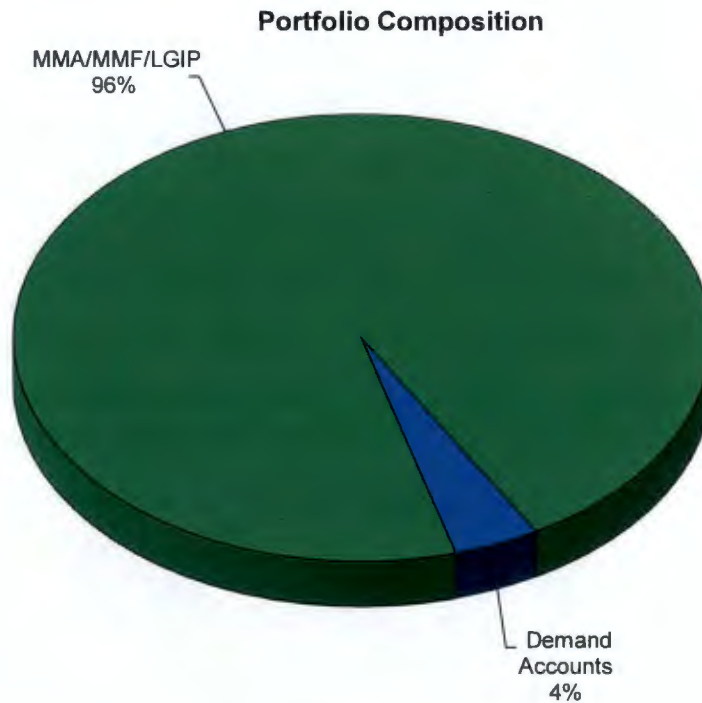
Investment Holdings
September 30, 2023

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
PlainsCapital Bank - Cash		0.72%	10/01/23	09/30/23	1,060,625	1,060,625	1.00	1,060,625	1	0.72%
PlainsCapital Bank - ICS Sweep		5.46%	10/01/23	09/30/23	214,300	214,300	1.00	214,300	1	5.46%
InterBank Money Market Account		5.64%	10/01/23	09/30/23	250,126	250,126	1.00	250,126	1	5.64%
InterBank IntraFi MMA		5.50%	10/01/23	09/30/23	22,180,577	22,180,577	1.00	22,180,577	1	5.50%
TexPool LGIP	AAAm	5.32%	10/01/23	09/30/23	5,242,982	5,242,982	1.00	5,242,982	1	5.32%
TexasCLASS LGIP-Non-Gov't	AAAm	5.52%	10/01/23	09/30/23	5,734	5,734	1.00	5,734	1	5.52%
TexasCLASS LGIP-Gov't	AAAm	5.19%	10/01/23	09/30/23	3,033,885	3,033,885	1.00	3,033,885	1	5.19%
					\$ 31,988,228	\$ 31,988,228		\$ 31,988,228	1	5.28%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools and money market funds.

(3) **Effective Blended Rate** - Stated Earnings Credit Rate (0.70%) and GAIC Interest Rate (0.40%) adjusted for Balance Assessment fee and then calculated as a Weighted Average Yield.



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 06/30/23	Increases	Decreases	Book Value 09/30/23	Market Value 06/30/23	Change in Market Value	Market Value 09/30/23
Wells Fargo - Cash	1.35%	10/01/23	\$ 194	\$ -	\$ (194)	\$ -	\$ 194	\$ (194)	\$ -
PlainsCapital Bank - Cash	0.72%	10/01/23	1,543,209	-	(482,584)	1,060,625	1,543,209	(482,584)	1,060,625
PlainsCapital Bank - ICS Sweep	5.46%	10/01/23	548,289	-	(333,989)	214,300	548,289	(333,989)	214,300
InterBank Money Market Account	5.64%	10/01/23	250,074	51	-	250,126	250,074	51	250,126
InterBank IntraFi MMA	5.50%	10/01/23	17,966,494	4,214,083	-	22,180,577	17,966,494	4,214,083	22,180,577
TexPool LGIP	5.32%	10/01/23	5,840,089	-	(597,107)	5,242,982	5,840,089	(597,107)	5,242,982
TexasCLASS LGIP-Non-Gov't	5.52%	10/01/23	-	5,734	-	5,734	-	5,734	5,734
TexasCLASS LGIP-Gov't	5.19%	10/01/23	2,919,284	114,601	-	3,033,885	2,919,284	114,601	3,033,885
TOTAL / AVERAGE	5.28%		\$ 29,067,634	\$ 4,334,468	\$ (1,413,875)	\$ 31,988,228	\$ 29,067,634	\$ 2,920,594	\$ 31,988,228

**Allocation
September 30, 2023
Book & Market Value**

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,060,625	\$ 1,021,837	\$ —	\$ —	\$ —	\$ 38,788	\$ —
PlainsCapital Bank - ICS Sweep	214,300	214,300	—	—	—	—	—
InterBank Money Market	250,126	125,063	—	—	—	—	—
InterBank IntraFi MMA	22,180,577	11,266,479	—	—	—	—	—
TexPool LGIP	5,242,982	2,027,133	407,442	1,628,568	1,179,839	—	—
TexasCLASS LGIP-Non-Gov't	5,734	—	—	—	—	—	5,734
TexasCLASS LGIP-Gov't	3,033,885	—	—	—	—	2,609,938	423,947
Total	\$ 31,988,228	\$ 14,654,811	\$ 407,442	\$ 1,628,568	\$ 1,179,839	\$ 2,648,726	\$ 429,681

**Allocation
September 30, 2023
Book & Market Value**

	(Continued)		
	2017 CO Bond Funds	2021 CO Bond Funds	CIP Funds
PlainsCapital Bank - Cash	\$ —	\$ —	\$ —
PlainsCapital Bank - ICS Sweep	—	—	—
InterBank Money Market	125,063	—	—
InterBank IntraFi MMA	1,222,379	8,045,096	1,646,623
TexPool LGIP	—	—	—
TexasCLASS LGIP-Non-Gov't	—	—	—
TexasCLASS LGIP-Gov't	—	—	—
Total	\$ 1,347,442	\$ 8,045,096	\$ 1,646,623

Allocation
June 30, 2023
Book & Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
Wells Fargo - Cash	\$ 194	\$ 194	\$ —	\$ —	\$ —	\$ —	\$ —
PlainsCapital Bank - Cash	1,543,209	1,366,855	—	—	—	176,354	—
PlainsCapital Bank - ICS Sweep	548,289	548,289	—	—	—	—	—
InterBank Money Market	250,074	125,037	—	—	—	—	—
InterBank IntraFi MMA	17,966,494	13,336,229	—	—	—	—	—
TexPool LGIP	5,840,089	1,432,744	1,770,966	1,523,546	1,112,834	—	—
TexasCLASS LGIP-Gov't	2,919,284	—	—	—	—	2,500,771	418,513
Total	\$ 29,067,634	\$ 16,809,349	\$ 1,770,966	\$ 1,523,546	\$ 1,112,834	\$ 2,677,124	\$ 418,513

**Allocation
June 30, 2023
Book & Market Value**

	(Continued)		
	2017 CO Bond Funds	2021 CO Bond Funds	CIP Funds
Wells Fargo - Cash	\$ -	\$ -	\$ -
PlainsCapital Bank - Cash	-	-	-
PlainsCapital Bank - ICS Sweep	-	-	-
InterBank Money Market	125,037	-	-
InterBank IntraFi MMA	518,590	3,413,102	698,574
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
Total	\$ 643,627	\$ 3,413,102	\$ 698,574



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Discuss and consider approval of an ordinance amending Chapter 1 "General Provisions," Article 1.09, "Special Events" (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: The Town of Trophy Club has a special events ordinance that can be located in Article 1.09 of the Town Charter. The ordinance outlines the requirements for obtaining special event permits when special events are organized. Special events are defined as planned temporary aggregations of people or attractions for a common purpose such as community garage sales, carnivals, circuses, street fairs, arts and crafts shows, rallies, public entertainment, fun walks, relays, marathons, or parades. These events are conducted primarily outdoors and either interfere with the normal flow or regulation of pedestrian or vehicular traffic or require special town services such as street closures, barricades, refuse services, stages, special parking arrangements, special electrical services, or special police services or protection.

The Town of Trophy Club limits an applicant or particular location to no more than six special events per year. With the continued development and success of commercial properties that front State Highway 114, organizers are requesting that additional special events be considered to drive visitors and additional sales tax dollars to the Town. In order to drive interest and attendees to these areas, the Town Council will consider increasing the number of authorized special events from six to twelve only for those properties that are commercial in nature and have direct access to, or immediate adjacent access to, TX-114 Frontage Road. While the potential number of special events would increase, the special events ordinance is also being updated to reflect additional protections for neighborhoods and reduce community impact from these events by allowing Town staff to deny applications for reasons such as ongoing nuisance issues that are not properly addressed or concerns for public safety, health, or welfare.

Below is a summary of the more significant changes that are presented in the attached revisions to Article 1.09 Special Events of the Town Charter:

1. Section 1.09.002 General authority: This section is added to clarify that the town manager is authorized to carry out the responsibilities of the special events ordinance including authority to waive permit fees for block parties and non-profit organizations.
2. Section 1.09.004 Permits required; exemptions: This section is updated to remove the automatic exemption that block parties have from obtaining a special event permit. An

exemption is added for activities of the Northwest Independent School District when they are carried out on school properties under the approval of the superintendent.

3. Section 1.09.008 Denial or revocation of permit: This section is updated to include the following changes:

a. The following denial reasons are added for denying a special event application:

1. If the applicant has been provided documented nuisance complaints and/or violations and has failed to adequately address and/or correct the complaints to the satisfaction of the Town.
2. If the special event is likely to produce concerns of public safety, health, and/or welfare.

b. An appeal process is added for when special event permits are denied under the conditions stated in Section 1.09.008.

4. Section 1.09.010 Number of events; hours of operation; duration: This section is updated to clarify that the maximum number of special event permits is determined based on the calendar year schedule. Also, the maximum number of special events for commercial properties that have direct access, or immediate adjacent access, to TX-114 Frontage Road is increased from six to twelve.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town of Trophy Club charges a \$50 fee for special event applications. The additional revenue associated with increased special events along State Highway 114 is anticipated to be negligible.

LEGAL REVIEW: The Town Attorney has reviewed and approved the attached ordinance as to form.

ATTACHMENTS:

1. ARTICLE 1.09 SPECIAL EVENTS - proposed changes - comparison
2. Draft Ordinance

ACTIONS/OPTIONS:

Town staff recommends that the Town Council approve the ordinance amending Chapter 1 "General Provisions," Article 1.09, "Special Events".

§ 1.09.001 **Definitions.**

When used in this article, the following words and phrases shall be defined as follows:

Applicant. A person requesting a special event permit seeking to hold the special event and to whom the special event permit is issued.

Block party. The use of a street, other than a major thoroughfare, for a residential neighborhood function or event which may involve the temporary barricading of one or more streets.

Carnival. An event that includes amusement activities, rides, merry-go-rounds, booths for the conduct of games of skill, food dispensary facilities, and sideshows, and/or a combination thereof.

Circus. An event that includes performers, animals, or other such means of entertainment and is performed in the open, in a tent, or in any other temporary structure, but does not include performances held inside a permanent building or on government-owned property.

Community garage sale. A coordinated event, which includes as participants any number of residents of the town participating together by simultaneously conducting garage sales that are sponsored by a bona fide and recognized nonprofit ~~civic~~ organization.

Concession. A facility at a special event where food, drink, or other merchandise is offered to the public.

Nonprofit organization. An organization or entity that is exempt from the payment of tax pursuant to section 501(c)(3) of the Internal Revenue Code.

Off-site parking. Parking immediately adjacent to the site of the event or at a location outside of the boundaries of the area approved by the town for the location of the special event.

On-site parking. Parking within the boundaries of the area approved by the town for the location of the special event.

Parade. The assembly of persons whose gathering is the common design and purpose of traveling or marching in procession from one location to another location on a public thoroughfare or right-of-way for the purpose of advertising, fundraising, promoting, celebrating, or commemorating a thing, person, date, or event or point of view on political, religious, or social issues.

Permit holder. The person to whom a special event permit is issued.

Person. An individual(s), corporation, ~~a~~ governmental entity, ~~a~~ nonprofit organization, ~~a~~ sole proprietorship, ~~a~~ partnership, ~~a~~ wholesaler, ~~a~~ retailer, ~~an~~ association, or any other legal entity.

Reimbursable costs. All costs and expenses incurred by the town for activities associated with staging and conducting ~~of~~ an event, as specifically set forth in this article.

Sidewalk. That portion of a street intended for the primary use of pedestrians that is located between the curb lines, or lateral lines of a roadway, and the adjacent property lines.

Special event or event. A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, community garage sales, carnivals, circuses, street fairs, arts and crafts shows, rallies, public entertainments, fun runs, walks, relays, marathons, parades, block parties, or other similar events or attractions, that are conducted primarily outdoors; and:

~~(1) Are conducted primarily outdoors; and~~

~~(2)~~

~~(1)~~ Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or

~~(32)~~ Require special ~~government~~town services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services, or special police services or protection.

Special events coordinator. The person designated by the town manager who shall serve as the point of contact for applicants and permit holders and who shall serve as chair of the special event review committee.

Special event permit or permit. Written authorization from the town authorizing a permit holder to conduct a special event.

Special event review committee. A committee consisting of town staff from the police department, fire department, community development, code enforcement, parks and recreation, streets, and such additional departments as determined necessary by the town manager.

Street. The entire width of the publicly or privately-owned right-of-way, when any part thereof is open to the use of the public for purposes of vehicular traffic.

Town manager. The town manager of the Town of Trophy Club or ~~his~~ the Town Manager~~town manager's~~ designee.

§ 1.09.002 General authority.

The town manager will carry out the responsibilities under this article including, but not limited to:

- (1) Review all special event permit applications and approve, deny, revoke, or suspend permits or applications in compliance with the rules adopted under this article.
- (2) Impose conditions on special events to promote the health, safety, and welfare of the town, its residents, and visitors, including imposing conditions necessary for compliance with the town's ordinances and other town rules and regulations.
- (3) Coordinate permit issuance or authorization administration through the special events coordinator and with other town departments and the special event review committee.
- (4) Adopt rules and charge fees governing the administration and enforcement of this article, including application requirements and provisions for department and event review committee review.
- (5) Waiver of Fees. The town manager is authorized to waive fees adopted pursuant to this article when requested contemporaneously with the permit application by a nonprofit organization or any applicant requesting a community garage sale or block party. The applicant requesting the waiver of fees must identify the fee(s) sought to be waived and describe how the special event serves a public purpose of the Town. The town manager may supplement the information provided on the application to further define the public purpose being served. If the town manager determines that a public purpose of the town is not served, then the town manager may deny the request for a waiver of fees.

§ 1.09.003 Special events coordinator.

- (a) The special events coordinator shall ~~be the~~have authority ~~responsible for administration to administer~~ and ~~enforcement of~~enforce this article. The special events coordinator shall:
 - (1) Review the special event application submitted, and impose requirements as necessary for public health, safety, and welfare based upon the scope and nature of the proposed event as outlined by the responses provided by the applicant on the application. Requirements of the special events coordinator shall be conditions precedent to the issuance of a permit;
 - (2) Convene meetings of the special event review committee and serve as chair of the committee;

- (3) Have the authority to issue, deny, revoke, ~~and~~/or suspend a permit;
 - (4) Have the authority to require a permit holder to add additional resources or take additional actions during or after an event when determined necessary for public safety and welfare; and
 - (5) Take actions necessary for the enforcement of this article, including, without limitation, causing the issuance of citations for violations of this article.
- (b) As expressly authorized in this article, decisions of the special events coordinator are subject to appeal pursuant to section 1.09.~~008009~~ of this article.

§ 1.09.~~003004~~ **Permit required; exemptions.**

- (a) Permit required. Unless expressly exempted from the requirements of this article, a person shall obtain a special event permit prior to commencing, holding, or conducting a special event within the town. A person commits an offense if ~~he~~that person commences, holds, or conducts a special event or causes or allows the commencement, holding, or conducting of a special event without a valid special event permit ~~in place~~approved for the special event.
- (b) Events exempt from permit. The following special events shall be exempt from the permit requirement of this article:
 - (1) A town or MUD 1 sponsored event;
 - (2) Events sponsored by the armed forces of the United States of America, the military forces of the state, and the forces of the police and fire departments acting within the scope of their duties;
 - (3) ~~A block party; provided, however, that the town police department shall be notified two (2) weeks in advance of the block party;~~
 - ~~(4) — A funeral procession; and~~
 - ~~(5) Where it is determined by the town manager that the organization conducting the event can demonstrate all~~(4) Those activities of the following, ~~the organization shall be exempt from the permit requirement of this article:~~
 - ~~(A) That the event shall be conducted solely~~Northwest Independent School District ("NISD") contained on privateNISD owned property;
 - ~~(B) That the event has adequate traffic control so as not to impede use of the public streets;~~
 - ~~(C) That the event has provided for adequate emergency vehicle access; under the approval~~ and

~~(D) That the event has provided a minimum plan for crowd control during the event, supervision of the superintendent of NISD, or the superintendent's designated agent;~~

§ 1.09. ~~004~~005 **Application for permit.**

(a) Generally; required information. An applicant seeking to conduct a special event within the town shall submit an application meeting the requirements of this article. Town staff shall determine the type and quantity of services and amenities that shall be provided by the applicant for the safety and welfare of the event participants and general public. The applicant shall pay all applicable fees and costs as required under this article and/or the schedule of fees. ~~Special event applications~~Applications shall be submitted to the ~~town's~~ special ~~event~~events coordinator, and, at minimum, applications shall provide the following information:

- (1) Name, address, and contact information for the applicant. If the special event is to be conducted for, on behalf of, or by any person or organization other than the applicant, then the name, address, and contact information for that person or organization and written authorization from that person or organization shall be provided;
- (2) Date(s) and hours for which the permit is requested;
- (3) Type of proposed use or activity;
- (4) Type, location, and size of proposed signage;
- (5) Number of participants and anticipated number of attendees;
- (6) Proposed location of the special event, including any and all public areas for which use is requested;
- (7) Number, type, and proposed locations of concession booths or structures that will be used for the sale of goods or services;
- (8) Number and location of parking spaces or, where parking spaces are not available, the area designated to accommodate parking for the event, including an on-site parking plan showing available parking that meets the requirements of this article and, where required by this article, an off-site parking plan;
- (9) Site map showing the location and size of tents, staging, and all other temporary structures, location of fire lanes, and ingress and egress points;
- (10) Location and number of sanitary facilities;
- (11) Number and location of loudspeakers and/or other sound amplification devices that will be used for the event and planned hours of usage. Use of

the foregoing equipment shall comply with applicable town regulations, including but not limited to noise ordinance regulations (article 8.02);

- (12) Plan for collection and disposal of solid waste;
 - (13) List of all other governmental and regulatory approvals needed for the special event; and
 - (14) All other information as required on the ~~town's~~ special event application.
- (b) Proof of compliance with other governmental regulations. As a condition precedent to the issuance of a special event permit, an applicant shall submit written documentation that all permits and approvals required by other governmental agencies have been obtained.
- (c) Deadline for submission. Applications for a special event permit shall be filed not less than ninety (90) days before the commencement date of the proposed special event. Applications received less than ninety (90) days prior to the proposed commencement date of the special ~~event~~event may be considered where the special events coordinator determines that the town has sufficient advance notification to obtain and to provide the resources and services necessary to support the event. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.~~008009~~ of this article.

§ 1.09.~~005006~~ **Permit fee; reimbursable costs.**

- (a) Permit fee. A permit fee in the amount established by the fee schedule in appendix A to this code shall be paid in order to cover the costs of permit review and the administration of the permit.
- (b) Reimbursable costs. In addition to the permit fee required in subsection (a), all reimbursable costs, including without limitation the following, shall be paid as specifically set forth in this section:
- (1) Barricades and cones.
 - (2) Special event parking.
 - (3) Food services inspection.
 - (4) Repair, maintenance, and removal of facilities in the event of a failure of the applicant/promoter.
 - (5) Repair of streets, alleys, sidewalks, parks, and other public property.
 - (6) Police protection.

- (7) Fire protection.
- (8) Emergency medical service.
- (9) Garbage disposal and cleanup.
- (10) Traffic control.
- (11) Other direct and indirect costs associated with the special event.

- (c) Payment of reimbursable costs. In addition to applicable permit fees, the permit holder shall be required to pay all reimbursable costs associated with the special event. The special ~~event~~events coordinator shall provide an estimate of such reimbursable costs at least ten (10) days prior to the event, or as soon as reasonably possible. As security for payment of the identified reimbursable costs, the permit holder shall post a cash deposit in the full amount of the reimbursable ~~cost~~costs estimate. Within seven (7) days following the event, or as soon as is reasonably possible, the special ~~event~~events coordinator shall provide the permit holder with written notice of the total amount of the reimbursable costs actually incurred as a result of the event. If the amount of the actual reimbursable costs is less than the amount of the written estimate, then the town shall issue a refund within seven (7) days after the event, or as soon as is reasonably possible. If the actual reimbursable costs are greater than the written estimate of reimbursable costs, the permit holder shall pay the balance in full on or before the date specified in the written notice from the town. If a permit holder fails to pay the full amount of all reimbursable costs, future permits may be denied by town or the town may require two times the amount of the estimated reimbursable costs on any and all future permit applications, at the reasonable discretion of the special events coordinator. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.~~008009~~ of this article.

§ 1.09.~~006007~~ **Indemnification, insurance and bonding.**

- (a) Indemnification. When a special event is partially or fully contained on town rights-of-way or on property owned, leased, or controlled by the town, ~~applicantsthe~~ applicant shall sign an agreement to indemnify, defend, release, and hold harmless the town, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event. Further, such applicant shall provide insurance and bonding as specifically set forth in this section.
- (b) Insurance and bonding required. When a special event is partially or fully contained on the town rights-of-way or on property owned, leased, or controlled by the town, the applicant ~~for a special event permit~~ shall furnish the town with a certificate of insurance stating that the town has been added as an additional insured, waivers of subrogation in favor of the town have been provided, as well

as the endorsement page, and a surety bond complying with standards established by the town. The amount of the surety bond and the amount of insurance required may be increased or reduced, at the reasonable discretion of the special events coordinator, based upon the type of special event, equipment, machinery, location, number of people, or animals involved and other pertinent factors or risks associated with the special event. An application shall be denied if a valid certificate of insurance and/or a valid surety bond meeting town specifications and approved by the town is not provided.

- (c) Return of bond; payment of additional costs. The surety bond shall be returned to the permit holder within ten (10) days after ~~his~~the special event permit expires, upon certification by the town manager that all conditions of this article have been met and the town has been compensated for all costs associated with or incurred as a result of the event. Should actual costs be less than the amount of the surety bond posted by the permit holder, the remainder shall be refunded to the permit holder by the town. In the event that actual costs exceed this amount, the permit holder shall pay such additional sum to the town within ten (10) days from the date of written notice by the town. If all amounts due are not timely paid, no future permits shall be issued to the same permit holder for a period not to exceed two (2) years. Nothing herein shall preclude the town from enforcing any legal or equitable remedy against the permit holder in addition to the bond.
- (d) Appeals. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.~~008 of this article~~009 of this article. If a mutually agreeable insurance limit cannot be agreed upon, the application shall be considered denied.

§ 1.09.~~007~~008 Denial or revocation of permit.

- (a) Grounds for denial. The special events coordinator may deny a special event permit if:
 - (1) The special event will conflict in time and/or location with a town function or another special event, parade, or assembly for which a permit has already been granted or for which a permit application has already been filed and is under review;
 - (2) The applicant fails to comply with or the special event will violate an ordinance of the town or any other applicable law;
 - (3) The applicant makes, causes, allows, or permits the making of a false or misleading statement or omission of material fact on an application for a special event permit;
 - (4) The applicant has been convicted of violating this article, has had a special event permit revoked within the twelve (12) month period preceding the date of the proposed special event, or has failed to pay any reimbursable costs

or other costs or fees assessed by the town for a previous special event within the two (2) year period preceding the date of the proposed special event;

- (5) The applicant fails to provide proof of a license or permit required by this article, by another town ordinance, or by state law;
 - (6) The special event, as determined by the special event review committee, would unduly hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or of emergency services, or constitutes a public threat, hazard, or nuisance;
 - (7) The applicant is unable or unwilling to provide any insurance or bond required under this article;
 - (8) The applicant is unable or unwilling to pay any additional costs as may be required by the town manager;
 - (9) The applicant fails to submit a complete application or fails to provide any additional information requested by the special events coordinator; ~~or~~
 - (10) The special events coordinator determines that the proposed date or time for the special event or the location of the special event or parking for such special event would unduly interfere with or disrupt the educational activities of a school when such school is in session;
 - (11) The applicant has been provided documented nuisance complaints or violations, such as garbage, noise, operation outside of approved hours, illegal parking, general law and order, or safety, from a previous special event and failed to adequately address or correct the complaints to the satisfaction of the town; or
 - (12) At the reasonable discretion of the town manager, the special event is likely to produce concerns of public safety, health, or welfare.
- (b) Notice of denial. If the special events coordinator denies a permit, the special events coordinator shall notify the applicant in writing of the denial ~~or appealable determination and the applicant's option to appeal, if applicable,~~ within five (5) days of such determination, and such notice shall state the reason(s) for the denial of the application.
- (c) Grounds for revocation. A special event permit shall be revoked by the special events coordinator upon the occurrence of one or more of the following conditions:
- (1) In the event that the police chief, fire chief, MUD 1 manager, other town officials or their designated representatives (collectively or individually the "government officials") find that any of the provisions of this article, ~~of any~~

town ordinance, or ~~of~~ state law is being violated, such ~~person~~government officials shall immediately notify the ~~special events coordinator~~town manager. The special event permit issued hereunder shall be revoked if the permit holder fails to take immediate corrective action upon notification by the town manager or special events coordinator of the findings made by the government officials;

- (2) Notwithstanding the foregoing, when, in the judgment of the above-named government officials, a violation exists which requires immediate abatement, the town manager or special events coordinator shall have the authority to immediately revoke a special event permit; or
- (3) The permit holder provided false or misleading information on a permit application, and a permit was issued based upon that false or misleading information.
- (d) Notice of revocation prior to commencement of event. When revocation occurs prior to the commencement of an event, notice of permit revocation pursuant to subsection (c) of this section shall be made in writing immediately upon determination that revocation is proper. Appeals shall be allowed in accordance with section 1.09.~~008~~009.
- (e) Notice of revocation during event. When revocation of a permit occurs at any time after the commencement of, or during, an event, notice of permit revocation pursuant to subsection (c) of this section shall be made verbally to the permit holder and, within five (5) days after the date of revocation, written notice shall be provided to the permit holder. ~~Appeals shall be allowed in accordance with section 1.09.008 of this article.~~

~~§ 1.09.008 Appeals.~~ (f) Appeals. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.009 of this article.

§ 1.09.009 Appeals.

- (a) Appeal process. As expressly allowed in this article, the applicant or permit holder may appeal. All appeals shall be conducted in accordance with the following procedures:
 - (1) If the special events coordinator denies an application or makes a determination under this article for which appeal is authorized, the ~~town~~special events coordinator shall notify the applicant, or permit holder, where applicable, in writing of the denial or appealable determination within five (5) days of such determination. Such ~~town~~ notice shall state the reason(s) for the denial of the application or permit and the appealable determination. Any person aggrieved shall have the right to appeal to the town manager.

- (2) If the special events coordinator revokes a permit, the town shall notify the permit holder as set forth in subsection (1) above, and if the permit holder elects to appeal that determination ~~he, the permit holder~~ shall file written notice of appeal to the town manager.
- (3) An appeal to the town manager shall be filed in writing and shall be filed with the town secretary within five (5) calendar days after receipt of the town's notice of denial, revocation, or other appealable decision. The town manager shall have five (5) business days after receipt of the written notice of appeal to make a written determination to uphold, modify, or overturn the decision of the special events coordinator. Decisions of the town manager shall be final.
- (b) Appeal to town council. Where an appeal to the town council is expressly authorized by this article, such appeal shall be made in writing within five (5) days of written notice to the applicant of such appealable determination. The town council shall hear the appeal at its next regularly scheduled council meeting following the date of receipt of the written appeal and for which state law posting and notice requirements can be met by the town. The decision of the town council shall be final.

§ 1.09.~~009010~~ **Number of events; hours of operation; duration.**

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily for a maximum of three (3) consecutive days. ~~Only~~ A maximum of six (6) special event permits per calendar year may be issued to a person or for a specific location within the town. However, ~~Appeals~~ properties that are zoned for commercial business purposes such as retail, restaurant, and entertainment, and have direct access, or immediate adjacent access, to TX-114 Frontage Road, may be issued a maximum of twelve (12) special event permits per calendar year. Appeals of time limit restrictions shall be made directly to the town council pursuant to section 1.09.~~008009~~ of this article. In determining if the issuance of a permit will exceed the maximum number of permits allowed per person or per location, the town may include in that count permits issued for events that have been held or sponsored by a person associated with ~~or,~~ affiliated with, or related to a previous ~~permit~~ applicant.

§ 1.09.~~010011~~ **Parking requirements; fire lanes.**

- (a) On-site parking. An applicant shall submit evidence that sufficient on-site parking will be available to accommodate the projected number of users plus ten percent (10%). If parking is to be on private property adjacent to the special event, written evidence that the applicant has a right of possession of the property through ownership, lease, license, or other property interest shall be provided. When the location is not an established parking area, a plan shall be submitted which shall show how required parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths, size of parking

spaces, and number of parking attendants provided, shall be included in the submittal.

- (b) Off-site parking. When adequate on-site parking is not available, a proposed plan for off-site parking shall be provided by the applicant for approval by the town. Such plan shall show how off-site parking and transfer of attendees is proposed to be accomplished.
- (c) Fire lanes. Fire lanes for emergency equipment shall be provided (if not already existing at the site of the event), and, under the direction of the fire chief, the site shall be prepared in a manner so as not to create a fire hazard.
- (d) Authority of town to restrict off-site parking. Notwithstanding the existence of a special event permit, the town shall have the authority when reasonably necessary for the health, safety, and welfare of the public to prohibit or restrict off-site parking. It shall be unlawful for any person to park or leave unattended any vehicle in a location where a sign is placed restricting or prohibiting the parking of a vehicle.

§ 1.09. ~~011012~~ **Miscellaneous requirements.**

- (a) Notice to affected property owners. The town manager shall have authority to require that an applicant or permit holder send notice of a special event to property owners identified by the town manager when, in ~~his~~ the town manager's judgment, the special event is of a scope and nature that will impact those owners.
- (b) Amusement rides. Rides ~~and~~ or attractions associated with special events shall ~~conform to~~ comply with the statutory rules and regulations set forth in chapter 2151 of the Texas Occupations Code, designated the "Amusement Ride Safety Inspection and Insurance Act," as amended. The fire marshal or ~~other person designated by~~ the town manager ~~shall be~~ hereby authorized to inspect any amusement rides ~~and~~ or attractions and shall have the authority to deny the use of the equipment if, ~~in his sole discretion, he~~ the fire marshal or the town manager determines that the operator of the equipment has violated or failed to comply with chapter 2151 of the Texas Occupations Code, or that the equipment presents a potential or actual hazard to participants or to the health, safety and welfare of the general public.
- (c) Tents and temporary structures. Any special event which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the town's fire code and building code except that a separate permit is not required when a special event permit has been obtained.
- (d) Food and beverage service. Where food or beverage is provided or sold, such operation shall be in compliance with all provisions of the food and food establishment ordinances of the town, as well as all other applicable state and local laws.

- (e) Animal waste; distance for keeping animals. Waste from animals used in a special event shall be removed daily from the grounds. Should animals be kept within the town limits past 10:00 p.m., they shall be kept not less than five hundred (500) feet from the property line of all developed residential property and not less than three hundred (300) feet from the property line of developed commercial property.
- (f) Water service. Any special event or related activity desiring use of water from the Municipal Utility District 1 (MUD 1) water system must coordinate with MUD 1 to obtain a temporary meter.
- (g) Solid waste collection and disposal. The applicant shall make appropriate arrangements for the collection of all waste resulting from such special event, and commercial solid waste dumpsters must be provided on-site at all outdoor special events, if required by the special events coordinator. The applicant shall make arrangements for the provision of such dumpsters with the town's franchised solid waste provider.
- (h) Loudspeakers. When the use of loudspeakers or other sound amplification device is approved in conjunction with the special event, the decibel sound level from the loudspeaker shall not exceed **eighty (80)** decibels at the property line of the event site for stationary events and may only be used between the hours of 9:00 a.m. and 9:00 p.m., unless otherwise approved by the town council. The town's noise ordinance shall control all other noises generated by or attributable to the event.
- (i) Signage. Signage used in accordance with the special event shall comply with the sign regulations of the town under the provisions of the sign ordinance codified in section 3.09.065 (special purpose signs). Signs advertising the special event or directing potential customers to the special event site are expressly prohibited in the medians of a public or private roadway and other town rights-of-way.
- (j) Sanitary facilities. Unless indoor facilities are provided by the applicant, the town may require a permit holder to provide portable-type sanitary facilities for the event in the number and at the location(s) determined necessary and appropriate by **the** town given the nature and scope of the event and the estimated number of participants and attendees.

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

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS; AMENDING ARTICLE 1.09 “SPECIAL EVENTS” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, TO: (1) REDEFINE “SPECIAL EVENT OR EVENT”; (2) PROVIDE GENERAL AUTHORITY TO THE TOWN MANAGER; (3) AMEND THE EXEMPTIONS FROM PERMIT; (4) PROVIDE ADDITIONAL GROUNDS FOR DENIAL RELATED TO NUISANCE AND OTHER COMPLAINTS; (5) AMEND THE PROCESS FOR APPEAL; (6) INCREASE THE NUMBER OF EVENTS PER CALENDAR YEAR FOR PROPERTIES ZONED FOR COMMERCIAL BUSINESS PURPOSES; (7) ESTABLISH THE DUTIES AND AUTHORITY OF THE SPECIAL EVENTS COORDINATOR; AND (8) PROVIDE FOR OTHER GENERAL CHANGES, INCLUDING THE RENUMBERING OF PROVISIONS; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Trophy Club, Texas (the “Town”) is a home rule municipality empowered to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, the Town Council finds and determines that this Ordinance will promote and protect the public health, safety, and welfare of the Town’s residents and the general public.

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

**SECTION 1.
INCORPORATION OF PREMISES**

All of the premises and recitals above are true and correct and are hereby incorporated in the body of this Ordinance as if fully set forth herein.

SECTION 2. **AMENDMENTS**

Article 1.09 “Special Events” of Chapter 1 “General Provisions” of the Code of Ordinances, Town of Trophy Club, Texas (the “Code”) is hereby amended in its entirety to read as follows:

“§ 1.09.001 Definitions.

When used in this article, the following words and phrases shall be defined as follows:

Applicant. A person requesting a special event permit seeking to hold the special event and to whom the special event permit is issued.

Block party. The use of a street, other than a major thoroughfare, for a residential neighborhood function or event which may involve the temporary barricading of one or more streets.

Carnival. An event that includes amusement activities, rides, merry-go-rounds, booths for the conduct of games of skill, food dispensary facilities, and sideshows, and/or a combination thereof.

Circus. An event that includes performers, animals, or other such means of entertainment and is performed in the open, in a tent, or in any other temporary structure, but does not include performances held inside a permanent building or on government-owned property.

Community garage sale. A coordinated event, which includes as participants any number of residents of the town participating together by simultaneously conducting garage sales that are sponsored by a bona fide and recognized nonprofit organization.

Concession. A facility at a special event where food, drink, or other merchandise is offered to the public.

Nonprofit organization. An organization or entity that is exempt from the payment of tax pursuant to section 501(c)(3) of the Internal Revenue Code.

Off-site parking. Parking immediately adjacent to the site of the event or at a location outside of the boundaries of the area approved by the town for the location of the special event.

On-site parking. Parking within the boundaries of the area approved by the town for the location of the special event.

Parade. The assembly of persons whose gathering is the common design and purpose of traveling or marching in procession from one location to another location on a public

thoroughfare or right-of-way for the purpose of advertising, fundraising, promoting, celebrating, or commemorating a thing, person, date, or event or point of view on political, religious, or social issues.

Permit holder. The person to whom a special event permit is issued.

Person. An individual(s), corporation, governmental entity, nonprofit organization, sole proprietorship, partnership, wholesaler, retailer, association, or any other legal entity.

Reimbursable costs. All costs and expenses incurred by the town for activities associated with staging and conducting an event, as specifically set forth in this article.

Sidewalk. That portion of a street intended for the primary use of pedestrians that is located between the curb lines, or lateral lines of a roadway, and the adjacent property lines.

Special event or event. A planned temporary aggregation of people or attractions for a common purpose, including, but not limited to, community garage sales, carnivals, circuses, street fairs, arts and crafts shows, rallies, public entertainments, fun runs, walks, relays, marathons, parades, block parties, or other similar events or attractions that are conducted primarily outdoors; and:

- (1) Interfere with the normal flow or regulation of pedestrian or vehicular traffic; or
- (2) Require special town services, including, but not limited to, street closure, provision of barricades, refuse services, stages, special parking arrangements, special electrical services, or special police services or protection.

Special events coordinator. The person designated by the town manager who shall serve as the point of contact for applicants and permit holders and who shall serve as chair of the special event review committee.

Special event permit or permit. Written authorization from the town authorizing a permit holder to conduct a special event.

Special event review committee. A committee consisting of town staff from the police department, fire department, community development, code enforcement, parks and recreation, streets, and such additional departments as determined necessary by the town manager.

Street. The entire width of the publicly or privately-owned right-of-way, when any part thereof is open to the use of the public for purposes of vehicular traffic.

Town manager. The town manager of the Town of Trophy Club or the town manager's designee.

§ 1.09.002 **General authority.**

The town manager will carry out the responsibilities under this article including, but not limited to:

- (1) Review all special event permit applications and approve, deny, revoke, or suspend permits or applications in compliance with the rules adopted under this article.
- (2) Impose conditions on special events to promote the health, safety, and welfare of the town, its residents, and visitors, including imposing conditions necessary for compliance with the town's ordinances and other town rules and regulations.
- (3) Coordinate permit issuance or authorization administration through the special events coordinator and with other town departments and the special event review committee.
- (4) Adopt rules and charge fees governing the administration and enforcement of this article, including application requirements and provisions for department and event review committee review.
- (5) Waiver of Fees. The town manager is authorized to waive fees adopted pursuant to this article when requested contemporaneously with the permit application by a nonprofit organization or any applicant requesting a community garage sale or block party. The applicant requesting the waiver of fees must identify the fee(s) sought to be waived and describe how the special event serves a public purpose of the Town. The town manager may supplement the information provided on the application to further define the public purpose being served. If the town manager determines that a public purpose of the town is not served, then the town manager may deny the request for a waiver of fees.

§ 1.09.003 **Special events coordinator.**

- (a) The special events coordinator shall have authority to administer and enforce this article. The special events coordinator shall:
 - (1) Review the special event application submitted, and impose requirements as necessary for public health, safety, and welfare based upon the scope and nature of the proposed event as outlined by the responses provided by the applicant on the application. Requirements of the special events coordinator shall be conditions precedent to the issuance of a permit;

- (2) Convene meetings of the special event review committee and serve as chair of the committee;
 - (3) Have the authority to issue, deny, revoke, or suspend a permit;
 - (4) Have the authority to require a permit holder to add additional resources or take additional actions during or after an event when determined necessary for public safety and welfare; and
 - (5) Take actions necessary for the enforcement of this article, including, without limitation, causing the issuance of citations for violations of this article.
- (b) As expressly authorized in this article, decisions of the special events coordinator are subject to appeal pursuant to section 1.09.009 of this article.

§ 1.09.004 Permit required; exemptions.

- (a) Permit required. Unless expressly exempted from the requirements of this article, a person shall obtain a special event permit prior to commencing, holding, or conducting a special event within the town. A person commits an offense if that person commences, holds, or conducts a special event or causes or allows the commencement, holding, or conducting of a special event without a valid special event permit approved for the special event.
- (b) Events exempt from permit. The following special events shall be exempt from the permit requirement of this article:
- (1) A town or MUD 1 sponsored event;
 - (2) Events sponsored by the armed forces of the United States of America, the military forces of the state, and the forces of the police and fire departments acting within the scope of their duties;
 - (3) A funeral procession; and
 - (4) Those activities of the Northwest Independent School District ("NISD") contained on NISD owned property under the approval and supervision of the superintendent of NISD, or the superintendent's designated agent;

§ 1.09.005 Application for permit.

- (a) Generally; required information. An applicant seeking to conduct a special event within the town shall submit an application meeting the requirements of this article. Town staff shall determine the type and quantity of services and amenities that shall be provided by the applicant for the safety and welfare of the

event participants and general public. The applicant shall pay all applicable fees and costs as required under this article and/or the schedule of fees. Applications shall be submitted to the special events coordinator, and, at minimum, applications shall provide the following information:

- (1) Name, address, and contact information for the applicant. If the special event is to be conducted for, on behalf of, or by any person or organization other than the applicant, then the name, address, and contact information for that person or organization and written authorization from that person or organization shall be provided;
- (2) Date(s) and hours for which the permit is requested;
- (3) Type of proposed use or activity;
- (4) Type, location, and size of proposed signage;
- (5) Number of participants and anticipated number of attendees;
- (6) Proposed location of the special event, including any and all public areas for which use is requested;
- (7) Number, type, and proposed locations of concession booths or structures that will be used for the sale of goods or services;
- (8) Number and location of parking spaces or, where parking spaces are not available, the area designated to accommodate parking for the event, including an on-site parking plan showing available parking that meets the requirements of this article and, where required by this article, an off-site parking plan;
- (9) Site map showing the location and size of tents, staging, and all other temporary structures, location of fire lanes, and ingress and egress points;
- (10) Location and number of sanitary facilities;
- (11) Number and location of loudspeakers and/or other sound amplification devices that will be used for the event and planned hours of usage. Use of the foregoing equipment shall comply with applicable town regulations, including but not limited to noise ordinance regulations (article 8.02);
- (12) Plan for collection and disposal of solid waste;
- (13) List of all other governmental and regulatory approvals needed for the special event; and

- (14) All other information as required on the special event application.
- (b) Proof of compliance with other governmental regulations. As a condition precedent to the issuance of a special event permit, an applicant shall submit written documentation that all permits and approvals required by other governmental agencies have been obtained.
- (c) Deadline for submission. Applications for a special event permit shall be filed not less than ninety (90) days before the commencement date of the proposed special event. Applications received less than ninety (90) days prior to the proposed commencement date of the special event may be considered where the special events coordinator determines that the town has sufficient advance notification to obtain and to provide the resources and services necessary to support the event. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.009 of this article.

§ 1.09.006 **Permit fee; reimbursable costs.**

- (a) Permit fee. A permit fee in the amount established by the fee schedule in appendix A to this code shall be paid in order to cover the costs of permit review and the administration of the permit.
- (b) Reimbursable costs. In addition to the permit fee required in subsection (a), all reimbursable costs, including without limitation the following, shall be paid as specifically set forth in this section:
- (1) Barricades and cones.
 - (2) Special event parking.
 - (3) Food services inspection.
 - (4) Repair, maintenance, and removal of facilities in the event of a failure of the applicant/promoter.
 - (5) Repair of streets, alleys, sidewalks, parks, and other public property.
 - (6) Police protection.
 - (7) Fire protection.
 - (8) Emergency medical service.
 - (9) Garbage disposal and cleanup.

- (10) Traffic control.
- (11) Other direct and indirect costs associated with the special event.
- (c) Payment of reimbursable costs. In addition to applicable permit fees, the permit holder shall be required to pay all reimbursable costs associated with the special event. The special events coordinator shall provide an estimate of such reimbursable costs at least ten (10) days prior to the event, or as soon as reasonably possible. As security for payment of the identified reimbursable costs, the permit holder shall post a cash deposit in the full amount of the reimbursable costs estimate. Within seven (7) days following the event, or as soon as is reasonably possible, the special events coordinator shall provide the permit holder with written notice of the total amount of the reimbursable costs actually incurred as a result of the event. If the amount of the actual reimbursable costs is less than the amount of the written estimate, then the town shall issue a refund within seven (7) days after the event, or as soon as is reasonably possible. If the actual reimbursable costs are greater than the written estimate of reimbursable costs, the permit holder shall pay the balance in full on or before the date specified in the written notice from the town. If a permit holder fails to pay the full amount of all reimbursable costs, future permits may be denied by town or the town may require two times the amount of the estimated reimbursable costs on any and all future permit applications at the reasonable discretion of the special events coordinator. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.009 of this article.

§ 1.09.007 Indemnification, insurance and bonding.

- (a) Indemnification. When a special event is partially or fully contained on town rights-of-way or on property owned, leased, or controlled by the town, the applicant shall sign an agreement to indemnify, defend, release, and hold harmless the town, its officers, employees, agents, and representatives against all claims of liability and causes of action resulting from injury or damage to persons or property arising out of the special event. Further, such applicant shall provide insurance and bonding as specifically set forth in this section.
- (b) Insurance and bonding required. When a special event is partially or fully contained on the town rights-of-way or on property owned, leased, or controlled by the town, the applicant shall furnish the town with a certificate of insurance stating that the town has been added as an additional insured, waivers of subrogation in favor of the town have been provided, as well as the endorsement page, and a surety bond complying with standards established by the town. The amount of the surety bond and the amount of insurance required may be increased or reduced, at the reasonable discretion of the special events coordinator, based upon the type of special event, equipment, machinery, location, number of people, or animals involved and other pertinent factors or

risks associated with the special event. An application shall be denied if a valid certificate of insurance and/or a valid surety bond meeting town specifications and approved by the town is not provided.

- (c) Return of bond; payment of additional costs. The surety bond shall be returned to the permit holder within ten (10) days after the special event permit expires, upon certification by the town manager that all conditions of this article have been met and the town has been compensated for all costs associated with or incurred as a result of the event. Should actual costs be less than the amount of the surety bond posted by the permit holder, the remainder shall be refunded to the permit holder by the town. In the event that actual costs exceed this amount, the permit holder shall pay such additional sum to the town within ten (10) days from the date of written notice by the town. If all amounts due are not timely paid, no future permits shall be issued to the same permit holder for a period not to exceed two (2) years. Nothing herein shall preclude the town from enforcing any legal or equitable remedy against the permit holder in addition to the bond.
- (d) Appeals. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.009 of this article. If a mutually agreeable insurance limit cannot be agreed upon, the application shall be considered denied.

§ 1.09.008 Denial or revocation of permit.

- (a) Grounds for denial. The special events coordinator may deny a special event permit if:
 - (1) The special event will conflict in time and/or location with a town function or another special event, parade, or assembly for which a permit has already been granted or for which a permit application has already been filed and is under review;
 - (2) The applicant fails to comply with or the special event will violate an ordinance of the town or any other applicable law;
 - (3) The applicant makes, causes, allows, or permits the making of a false or misleading statement or omission of material fact on an application for a special event permit;
 - (4) The applicant has been convicted of violating this article, has had a special event permit revoked within the twelve (12) month period preceding the date of the proposed special event, or has failed to pay any reimbursable costs or other costs or fees assessed by the town for a previous special event within the two (2) year period preceding the date of the proposed special event;

- (5) The applicant fails to provide proof of a license or permit required by this article, by another town ordinance, or by state law;
 - (6) The special event, as determined by the special event review committee, would unduly hinder or compromise the delivery or performance of normal services, including previously scheduled construction or maintenance services, or of emergency services, or constitutes a public threat, hazard, or nuisance;
 - (7) The applicant is unable or unwilling to provide any insurance or bond required under this article;
 - (8) The applicant is unable or unwilling to pay any additional costs as may be required by the town manager;
 - (9) The applicant fails to submit a complete application or fails to provide any additional information requested by the special events coordinator;
 - (10) The special events coordinator determines that the proposed date or time for the special event or the location of the special event or parking for such special event would unduly interfere with or disrupt the educational activities of a school when such school is in session;
 - (11) The applicant has been provided documented nuisance complaints or violations, such as garbage, noise, operation outside of approved hours, illegal parking, general law and order, or safety, from a previous special event and failed to adequately address or correct the complaints to the satisfaction of the town; or
 - (12) At the reasonable discretion of the town manager, the special event is likely to produce concerns of public safety, health, or welfare.
- (b) Notice of denial. If the special events coordinator denies a permit, the special events coordinator shall notify the applicant in writing of the denial and the applicant's option to appeal, if applicable, within five (5) days of such determination, and such notice shall state the reason(s) for the denial of the application.
- (c) Grounds for revocation. A special event permit shall be revoked by the special events coordinator upon the occurrence of one or more of the following conditions:
- (1) In the event that the police chief, fire chief, MUD 1 manager, other town officials or their designated representatives (collectively or individually the "government officials") find that any of the provisions of this article, a town ordinance, or state law is being violated, such government officials shall

immediately notify the town manager. The special event permit issued hereunder shall be revoked if the permit holder fails to take immediate corrective action upon notification by the town manager or special events coordinator of the findings made by the government officials;

- (2) Notwithstanding the foregoing, when, in the judgment of the above-named government officials, a violation exists which requires immediate abatement, the town manager or special events coordinator shall have the authority to immediately revoke a special event permit; or
 - (3) The permit holder provided false or misleading information on a permit application, and a permit was issued based upon that false or misleading information.
- (d) Notice of revocation prior to commencement of event. When revocation occurs prior to the commencement of an event, notice of permit revocation pursuant to subsection (c) of this section shall be made in writing immediately upon determination that revocation is proper. Appeals shall be allowed in accordance with section 1.09.009.
- (e) Notice of revocation during event. When revocation of a permit occurs at any time after the commencement of, or during, an event, notice of permit revocation pursuant to subsection (c) of this section shall be made verbally to the permit holder and, within five (5) days after the date of revocation, written notice shall be provided to the permit holder.
- (f) Appeals. Decisions of the special events coordinator under this section may be appealed to the town manager in accordance with section 1.09.009 of this article.

§ 1.09.009 Appeals.

- (a) Appeal process. As expressly allowed in this article, the applicant or permit holder may appeal. All appeals shall be conducted in accordance with the following procedures:
- (1) If the special events coordinator denies an application or makes a determination under this article for which appeal is authorized, the special events coordinator shall notify the applicant, or permit holder, where applicable, in writing of the denial or appealable determination within five (5) days of such determination. Such notice shall state the reason(s) for the denial of the application or permit and the appealable determination. Any person aggrieved shall have the right to appeal to the town manager.
 - (2) If the special events coordinator revokes a permit, the town shall notify the permit holder as set forth in subsection (1) above, and if the permit holder

elects to appeal that determination, the permit holder shall file written notice of appeal to the town manager.

- (3) An appeal to the town manager shall be filed in writing and shall be filed with the town secretary within five (5) calendar days after receipt of the town's notice of denial, revocation, or other appealable decision. The town manager shall have five (5) business days after receipt of the written notice of appeal to make a written determination to uphold, modify, or overturn the decision of the special events coordinator. Decisions of the town manager shall be final.
- (b) Appeal to town council. Where an appeal to the town council is expressly authorized by this article, such appeal shall be made in writing within five (5) days of written notice to the applicant of such appealable determination. The town council shall hear the appeal at its next regularly scheduled council meeting following the date of receipt of the written appeal and for which state law posting and notice requirements can be met by the town. The decision of the town council shall be final.

§ 1.09.010 Number of events; hours of operation; duration.

A special event may be conducted only between the hours of 7:00 a.m. and 10:00 p.m. daily for a maximum of three (3) consecutive days. A maximum of six (6) special event permits per calendar year may be issued to a person or for a specific location within the town. However, properties that are zoned for commercial business purposes such as retail, restaurant, and entertainment, and have direct access, or immediate adjacent access, to TX-114 Frontage Road, may be issued a maximum of twelve (12) special event permits per calendar year. Appeals of time limit restrictions shall be made directly to the town council pursuant to section 1.09.009 of this article. In determining if the issuance of a permit will exceed the maximum number of permits allowed per person or per location, the town may include in that count permits issued for events that have been held or sponsored by a person associated with, affiliated with, or related to a previous applicant.

§ 1.09.011 Parking requirements; fire lanes.

- (a) On-site parking. An applicant shall submit evidence that sufficient on-site parking will be available to accommodate the projected number of users plus ten percent (10%). If parking is to be on private property adjacent to the special event, written evidence that the applicant has a right of possession of the property through ownership, lease, license, or other property interest shall be provided. When the location is not an established parking area, a plan shall be submitted which shall show how required parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths, size of parking spaces, and number of parking attendants provided, shall be included in the submittal.

- (b) Off-site parking. When adequate on-site parking is not available, a proposed plan for off-site parking shall be provided by the applicant for approval by the town. Such plan shall show how off-site parking and transfer of attendees is proposed to be accomplished.
- (c) Fire lanes. Fire lanes for emergency equipment shall be provided (if not already existing at the site of the event), and, under the direction of the fire chief, the site shall be prepared in a manner so as not to create a fire hazard.
- (d) Authority of town to restrict off-site parking. Notwithstanding the existence of a special event permit, the town shall have the authority when reasonably necessary for the health, safety, and welfare of the public to prohibit or restrict off-site parking. It shall be unlawful for any person to park or leave unattended any vehicle in a location where a sign is placed restricting or prohibiting the parking of a vehicle.

§ 1.09.012 **Miscellaneous requirements.**

- (a) Notice to affected property owners. The town manager shall have authority to require that an applicant or permit holder send notice of a special event to property owners identified by the town manager when, in the town manager's judgment, the special event is of a scope and nature that will impact those owners.
- (b) Amusement rides. Rides or attractions associated with special events shall comply with the statutory rules and regulations set forth in chapter 2151 of the Texas Occupations Code, designated the "Amusement Ride Safety Inspection and Insurance Act," as amended. The fire marshal or the town manager are hereby authorized to inspect any amusement rides or attractions and shall have the authority to deny the use of the equipment if the fire marshal or the town manager determines that the operator of the equipment has violated or failed to comply with chapter 2151 of the Texas Occupations Code, or that the equipment presents a potential or actual hazard to participants or to the health, safety and welfare of the general public.
- (c) Tents and temporary structures. Any special event which includes the use of a stage, seating, tent, canopy, or other temporary structure shall meet the requirements of the town's fire code and building code except that a separate permit is not required when a special event permit has been obtained.
- (d) Food and beverage service. Where food or beverage is provided or sold, such operation shall be in compliance with all provisions of the food and food establishment ordinances of the town, as well as all other applicable state and local laws.

- (e) Animal waste; distance for keeping animals. Waste from animals used in a special event shall be removed daily from the grounds. Should animals be kept within the town limits past 10:00 p.m., they shall be kept not less than five hundred (500) feet from the property line of all developed residential property and not less than three hundred (300) feet from the property line of developed commercial property.
- (f) Water service. Any special event or related activity desiring use of water from the Municipal Utility District 1 (MUD 1) water system must coordinate with MUD 1 to obtain a temporary meter.
- (g) Solid waste collection and disposal. The applicant shall make appropriate arrangements for the collection of all waste resulting from such special event, and commercial solid waste dumpsters must be provided on-site at all outdoor special events, if required by the special events coordinator. The applicant shall make arrangements for the provision of such dumpsters with the town's franchised solid waste provider.
- (h) Loudspeakers. When the use of loudspeakers or other sound amplification device is approved in conjunction with the special event, the decibel sound level from the loudspeaker shall not exceed eighty (80) decibels at the property line of the event site for stationary events and may only be used between the hours of 9:00 a.m. and 9:00 p.m., unless otherwise approved by the town council. The town's noise ordinance shall control all other noises generated by or attributable to the event.
- (i) Signage. Signage used in accordance with the special event shall comply with the sign regulations of the town under the provisions of the sign ordinance codified in section 3.09.065 (special purpose signs). Signs advertising the special event or directing potential customers to the special event site are expressly prohibited in the medians of a public or private roadway and other town rights-of-way.
- (j) Sanitary facilities. Unless indoor facilities are provided by the applicant, the town may require a permit holder to provide portable-type sanitary facilities for the event in the number and at the location(s) determined necessary and appropriate by the town given the nature and scope of the event and the estimated number of participants and attendees."

SECTION 3. CUMULATIVE

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

SECTION 4. SAVINGS

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

SECTION 5. SEVERABILITY

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

SECTION 6. PENALTY

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

SECTION 7. PUBLICATION

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

SECTION 8. EFFECTIVE DATE

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

PASSED AND APPROVED by the Town of Trophy Club, Texas, this the 8th day of January 2024.

Jeannett Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



TOWN COUNCIL COMMUNICATION

MEETING DATE: January 8, 2024

FROM: Brandon Wright, Town Manager

AGENDA ITEM: Discuss and consider approval of a public drainage easement agreement with the Homeowners Association of Hogan's Glen, Inc. (Brandon Wright, Town Manager)

BACKGROUND/SUMMARY: On March 21, 2023, the Town of Trophy Club received a formal request from the Hogan's Glen HOA (the "HOA"), for assistance relating to sedimentation buildup in the Hogan's Glen ponds.

The HOA's request was discussed at the June 13, 2023 Town Council Meeting, and the Town Council determined that \$150,000 from the stormwater drainage utility fund could be used to mitigate the stormwater siltation through the Town's purchase of a public drainage easement. Stormwater drainage utility funds may be used as authorized by Town Code of Ordinances Sec. 13.03.036, and Texas Local Gov't Code Ch. 552, the Municipal Drainage Utility Systems Act.

At the August 28th Council meeting, the Town Attorney was instructed to negotiate an easement agreement with the HOA to ensure compliance with Texas law. The attached public drainage easement agreement represents the final draft of the agreement between the Town and the HOA.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The Town Council has previously authorized staff to negotiate a not-to-exceed expenditure of \$150,000 in exchange for the Hogan's Glen Homeowners Association (HOA) public drainage easement, release of claims, and for improvements to the public drainage easement area. Payment of the \$150,000 will be made in three separate payments of \$50,000, with each payment contingent upon the commencement, completion, inspection, and acceptance of the public drainage improvements as further detailed in the public drainage easement agreement.

The agreement clarifies that the Town is under no obligation to maintain the easement and the designated funds for this transaction will be sourced from the Storm Drainage Utility Fund. This arrangement ensures transparency and accountability in the utilization of public funds for the acquisition of the drainage easement.

LEGAL REVIEW: Town Attorney, Dean Roggia, prepared the agreement.

ATTACHMENTS:

1. Hogan's Glen - Drainage Easement 1.8.24 - FINAL

ACTIONS/OPTIONS:

Staff recommends that the Town Council approve the public drainage easement agreement with the Homeowners Association of Hogan's Glen, Inc. and authorize the Mayor to execute same on behalf of the Town.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC DRAINAGE EASEMENT AGREEMENT

**THE STATE OF TEXAS §
 § **KNOW ALL PERSONS BY THESE PRESENTS:**
COUNTY OF DENTON §**

THAT THE HOMEOWNERS ASSOCIATION OF HOGAN'S GLEN, INC., a Texas non-profit corporation having an address at 10340 Alta Vista Rd. #C, Fort Worth, Texas 76244 (the "Grantor"), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, to Grantor in hand paid by the Town of Trophy Club, a home-rule municipal corporation situated in Denton County, Texas, having an address at 1 Trophy Wood Drive, Trophy Club, Texas 76262 (the "Town" or "Grantee"), the receipt and sufficiency of which is hereby acknowledged, has this day Granted, Sold, and Conveyed and does hereby Grant, Sell, and Convey unto the Town, its successors and assigns, a perpetual non-exclusive public drainage easement (the "Easement") for the limited municipal purposes of constructing, reconstructing, inspecting, using, repairing, replacing, and maintaining public drainage facilities in, upon, and across said Easement, being located within the Town of Trophy Club, Texas, and more particularly described as follows:

All that certain tract, piece or parcel of land, lying and being situated in the County of Denton, State of Texas, described in **EXHIBIT "A"**, which is attached hereto and made a part hereof for all purposes, and to which reference is hereby made for a more particular description of said property (the "Easement Property");

TO HAVE AND TO HOLD, the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors, and assigns to warrant and forever defend all and singular the said Easement unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under the Grantor, but not otherwise.

NOW, THEREFORE, in consideration of the Easement granted above and for other good and valuable consideration in accordance with the mutual rights and obligations in this this Public Drainage Easement Agreement (the "Easement Agreement") the parties mutually agree as follows:

1. Grantor reserves the right to use and enjoy the easement for open space, private drainage, recreation, and any other lawful purposes; provided, however, that Grantor

its successors, and assigns, and invitees shall not create a nuisance or do any act that will be detrimental to the Town's use of the Easement.

2. Grantee shall have the right, but not the obligation, to maintain the Easement in a condition required for proper operation and maintenance of the Town's stormwater drainage utility system. The Easement shall not be made open to the general public, but shall be used by Grantee, its successors, assigns, or contractors for the limited public drainage purposes identified in this Easement Agreement, and may be used on a temporary basis for maintenance and repairs to existing culvert, roadway, or other public improvements currently adjacent to or existing on the Easement Property.

3. Grantee is not obligated to ensure that water is continuously diverted to the Easement and makes no warranties of any kind whatsoever concerning the proper functionality or design of the storm sewer drainage facilities currently existing or to be improved by Grantor in the Easement. Grantee shall not be responsible for water diverted away from the Easement, whether directly or indirectly by Grantor or any other third parties. Grantor its heirs, successors, and assigns hereby agree that no obstruction to the natural flow of storm waters, stream, or creek overflow shall be permitted by filling or by construction of any type of dam, bridge, walkway, or any other structure within the Easement. In the event of an obstruction, the Town may, but is not obligated to, remove the same and may charge the costs of such removal against any person or party causing the same.

4. Grantor, its successors, and assigns, hereby reserves the right to maintain the Easement Property and shall continue to maintain the Easement Property in accordance with its current drainage and other maintenance obligations, but shall not alter the design of the Easement Property, or make improvements to the Easement Property without the Town's written permission.

5. Grantee, its successors, and assigns, have the right and privilege, but not the obligation, at any and all times to remove or keep removed all or parts of structures, fences, landscaping, personal property, improvements, or growth which in any way may endanger or interfere with the construction, maintenance, repair, replacement, inspection, or efficiency of the Easement, and the Grantee shall at all times have the right of ingress and egress to and from and upon the Easement for the purpose of constructing, reconstructing, inspecting, maintaining, replacing, and adding to or removing all or part of the public drainage facilities located in the Easement. In the event of an emergency as determined by the Grantee in its sole discretion to protect against an immediate threat to the public health, safety, and welfare of the general public or the public drainage facilities, the Grantee may exercise its rights granted in this paragraph without the necessity at any time of procuring the permission of anyone.

If an emergency does not exist, the Grantee shall provide fourteen (14) days written notice to the Grantor including the scope of work to be performed and the proposed timeline for completion of the work prior to performing any work on the Easement Property that may endanger Grantor's existing landscaping, rock structures, concrete catch basin, waterfall, pumping equipment, or any other related private improvements. The Grantee shall, at all times after performing any work on the Easement Property, restore the areas or

improvements disturbed by the work to the condition existing immediately prior to the performance of the work, or to a better condition as mutually agreed upon by the Parties.

6. As additional consideration and in exchange for the mutual promises contained in this Easement Agreement, Grantor hereby releases and forever discharges, on behalf of the Grantor and its successors and assigns, the Town and its officers, agents, servants, and employees and any others acting or purporting to act on its behalf, from any and all liability, claims, actions, causes of action and negligence, whether real or asserted, of every nature, kind and character which the Grantor has or ever had against the Town whatsoever arising out of or connected in any way to drainage, siltation, erosion, or contamination of the ponds up to the date of execution of this Easement Agreement. The consideration provided in this Easement Agreement is not an admission of any responsibility or liability of the Town. The Grantor hereby covenants not to sue, on behalf of itself and its assigns, the Town or its officers, agents, servants and employees and any others acting or purporting to act on the Town's behalf for any matters arising out of, relating to, or in any way connected with the matters released herein.

DRAINAGE IMPROVEMENTS

1. Drainage Improvements. The Grantee shall pay the "not-to-exceed" amount of **ONE-HUNDRED AND FIFTY-THOUSAND AND NO/100 DOLLARS (\$150,000.00)** as (1) additional consideration for the convenience of the Easement; (2) the Grantor's release in Paragraph 6, above; (3) the construction of drainage improvements on or near the Easement Property, including, but not limited to, dredging and other drainage work within adjacent connected ponds that benefit and promote the operation, efficiency, and maintenance of the Easement and the Town's stormwater drainage utility system (collectively the "Project"); and (4) as security for the faithful completion of drainage improvements by Grantor.

2. The Town shall complete payment of the "not-to-exceed" amount by making three (3) equal payments of \$50,000 subject to the following conditions:

- (1) The 1st payment of \$50,000, shall be made by the Grantee within ten (10) days after review and written approval by the Town Engineer that staging, setup, and dredging for the Project has started; and
- (2) The 2nd payment of \$50,000, shall be made by the Grantee within ten (10) days after inspection and written determination by the Town Engineer that the dredging work is 100% complete in accordance with the plans and specifications for the Project; and
- (3) The 3rd payment of \$50,000, shall be made by the Grantee within ten (10) days after:
(i) inspection and final written confirmation by the Town Engineer that all "clean up" work is complete and no final punchlist items or other minor work remains; and (2) after Grantor has furnished to the Grantee satisfactory evidence including a unconditional and final affidavits that all indebtedness to the Grantor's contractor has been paid, that all indebtedness connected with the work and all sums of money due for labor, materials, apparatus, fixtures, or machinery furnished and used in the performance of the work have been paid or otherwise satisfied.

3. Insurance. Grantor shall ensure that contractors performing work on the Project shall provide insurance, including, but not limited to, workers' compensation coverage in accordance with applicable law, and in the form, substance, and amounts acceptable to the Town.

4. Compliance with Laws. Grantor shall ensure that contractors performing work on the Project shall comply with all local, state, and federal laws, rules, and regulations, relating to drainage, flood control, runoff, erosion, pollution, hazardous materials, waste, sedimentation, and any other control and mitigation requirements related thereto.

5. Books and Records. Grantor shall ensure that contractors performing work on the Project shall make all books and records available for audit and inspection by the Town.

6. Performance, Payment, and Maintenance Bonds. Prior to the commencement of construction on the Project, Grantor, or its contractors, shall provide a performance bond, payment bond, and maintenance bond that meets the requirements of Chapter 2253 of the Texas Government Code, and names the Town as additional obligee. Each bond shall be in the full amount of the costs to construct the work and shall be made in favor of the Town ensuring completion of the work in accordance with the plans and specifications approved by the Town Engineer. The performance bond, payment bond, and maintenance bond shall be executed by a corporate surety authorized to do business in Texas in accordance with Chapter 2253 of the Texas Government Code.

7. INDEMNIFICATION BY CONTRACTOR. GRANTOR SHALL CAUSE ALL CONTRACTORS PERFORMING WORK ON THE EASEMENT PROPERTY TO COVENANT AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES, AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, REPAIR, OR ANY OTHER USE OF THE EASEMENT PROPERTY. THE CONTRACTORS AND SUBCONTRACTORS, SHALL FURTHER AGREE TO BE LIABLE FOR INJURY OR DAMAGE TO TOWN PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTORS AND SUBCONTRACTORS. THIS OBLIGATION TO INDEMNIFY SHALL APPLY TO ALL CLAIMS THAT ARISE FROM EVENTS THAT OCCUR BEFORE OR AFTER THE TIME THE TOWN INSPECTS THE PROJECT, REGARDLESS OF WHETHER ANY SUCH DAMAGES, CLAIMS OR LIABILITIES ARE ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION, OR OF THE CONCURRENT NEGLIGENT ACT OR OMISSION OF THE TOWN, ITS OFFICERS AND EMPLOYEES, AND SHALL CONTINUE TO APPLY TO THE CONTRACTOR FOR TWO YEARS AFTER THE TOWN INSPECTS THE PROJECT.

MISCELLANEOUS

1. Severability. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
2. Entire Agreement. This Easement Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.
3. Declaration of Covenants and Restrictions. The parties their successors, and assigns acknowledge and agree that Grantor's recorded Declaration of Covenants and Restrictions, as amended, authorize Grantor to sell easements and related appurtenances to the Town, and the recorded Declaration of Covenants and Restrictions, as amended, and this Easement Agreement are not intended to restrict or limit the rights of the Town to exercise its legislative and governmental rights, duties, and powers insofar as zoning, building, use, maintenance, and other like obligations are concerned.
4. No Waiver. All rights, remedies, and privileges permitted or available to the parties under this Easement Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy or privilege shall not constitute a waiver or exclusive election of any rights, remedies, or privilege with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by a party in the enforcement of any such right, remedy or privilege, shall not constitute a waiver of such right, remedy or privilege by that party. A default under this Easement Agreement by the Town shall not result in forfeiture of any Easement rights, remedies, or privileges under this Easement Agreement by the Town.
5. Venue and Governing Law. The Grantor and Grantee agree that this Easement Agreement shall be enforceable in Denton County, Texas, without regard to conflict of laws principles, and if legal action is necessary in connection therewith, exclusive venue shall lie in Denton County, Texas. The terms and provisions of this Easement Agreement shall be construed in accordance with the laws and court decisions of the State of Texas.
6. Successor and Assigns. This Easement Agreement and the terms and conditions herein shall be binding upon and inure to the benefit of the parties, hereto, their respective successors and assigns. This Easement Agreement may not be assigned without the mutual written consent of the Grantor and Grantee.
7. Counterparts. The Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
8. Governmental Function(s) and Immunity. The parties hereby acknowledge and agree that the Town is entering into this Easement Agreement in the performance of and pursuant

to its governmental functions for the health, safety, and welfare of the citizens of the Town, the general public, and the State of Texas, and nothing contained in this Easement Agreement shall be construed as constituting a waiver of the Town's governmental immunity from suit or liability, which is expressly reserved to the fullest extent allowed by law.

9. Waiver of Attorney's Fees. The parties expressly covenant and agree that in the event of any litigation arising between the parties to this Easement Agreement, each party shall be solely responsible for payment of its attorneys (except as required pursuant to the indemnity obligations in this Easement Agreement) and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

10. Additional Verifications. To the extent required by Texas law, the Grantor 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 contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Easement Agreement; and (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 Easement 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.

11. Ethics Disclosure. To the extent required by law, the Grantor 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 Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.

12. This Easement Agreement shall be filed for record in the deed records of Denton County, Texas, shall be deemed a covenant running with the land and shall be binding on the successors and assigns of the Grantor and Grantee.

[signature pages to follow]

EXECUTED this _____ day of _____, 2024.

GRANTOR:

**HOMEOWNERS ASSOCIATION OF
HOGAN'S GLEN, INC.,** a Texas non-profit
corporation

By: _____
Name: _____
Title: _____

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, _____ of the Homeowners Association of Hogan's Glen, Inc., a Texas non-profit corporation, who is personally known to me to be the person who signed the foregoing instrument and he acknowledged that the execution thereof was his free act and deed as such _____ for the uses and purposes therein expressed, and that the said instrument is the act and deed of said _____ for the uses and purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 2024.

Notary Public, in and for the State of Texas

My Commission Expires: _____

GRANTEE:

TOWN OF TROPHY CLUB, TEXAS

By: _____
Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

MAYOR'S ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for said State, on this day personally appeared Jeannette Tiffany, Mayor, of the Town of Trophy Club, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Town of Trophy Club, Texas, a home-rule municipal corporation, that she was duly authorized to perform the same by appropriate action of the Town Council of the Town of Trophy Club and that she executed the same as the act of the said Town for the purpose and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day
of _____, A.D. 2024.

Notary Public, in and for the State of Texas

My Commission Expires:

EXHIBIT A

Tract 1

That certain portion of property generally described as Denton County Central Appraisal District Property ID 206484, Geographic ID SJ0202A-000000-0000-0000-0001, described as THE VILLAS OF HOGANS GLEN LOT OPEN SPACE A and identified in the Warranty Deed recorded as Document No. 1994-91662; and Deed Without Warranty recorded as Document No. 2023-26024, Deed Records, Denton County, Texas (previously owned by Beck Properties Development-I, L.P.)

WHEN RECORDED, RETURN TO:

Town of Trophy Club
Attn: Matt Cox, Director of Community Development
1 Trophy Wood Drive,
Trophy Club, TX 76262