



TOWN OF TROPHY CLUB TOWN COUNCIL

REGULAR MEETING AGENDA

October 27, 2025

7:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL TO ORDER AND ANNOUNCE A QUORUM

INVOCATION led by Rev. Katherine Tang

PLEDGES led by Council Member

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

PUBLIC COMMENT(S)

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

COMMUNITY SPOTLIGHT

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

CONSENT AGENDA

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

2. Consider approval of the October 13, 2025, Town Council Work Session and Regular Meeting Minutes and the October 20, 2025, Joint Parks and Recreation Board/Town Council Meeting Minutes. (Tammy Dixon, Town Secretary)
3. Consider authorizing the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization through November 30, 2029 in an annual fiscal-year amount not to exceed \$75,000. (Matt Cox, Director of Community Development)
4. Consider authorizing the Town Manager to negotiate and execute a purchase agreement for eight APX 8500 all-band mobile radios with Motorola in the amount of \$76,456.80. (Jason Wise, Fire Chief)
5. Consider authorizing the Town Manager to negotiate and execute a three-year purchase and professional services agreement with Symonds Flags and Poles, Inc. in an amount not to exceed \$35,000 for the purchase of flags and related maintenance and repair services. (Jason Wise, Fire Chief)
6. Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Turf and Soil Management, LLC for the procurement of an ABI Force Z-23 Laser Grading Machine in the amount of \$34,999. (Chase Ellis, Director of Parks & Recreation)
7. Consider a resolution adopting the updated Human Resource Policies, Travel and Training Policy, and Artificial Intelligence Policy. (Denise Deprato, Director of Human Resources)
8. Consider approval of the 2026 Town Council Meeting Calendar. (Tammy Dixon, Town Secretary)

INDIVIDUAL ITEMS

9. Consider acceptance of the small area plan for The Grove at TC. (Tamara Smith, Assistant to the Town Manager)
10. **First Reading:** Consider a resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)
11. **Second Reading:** Consider a resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

ADJOURN

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: October 21, 2025 at 11:30 a.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551.

Tammy Dixon, Town Secretary

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

- *BUDGET STATEMENT: Pursuant to Section 551.043, Government Code, the following taxpayer impact statement must be on the Town Council meeting agenda at which the Town Council will discuss or adopt a budget for the Town of Trophy Club: For an average-valued homestead property (\$714,324.00), the Town's portion of the property tax bill in dollars for the current fiscal year (FY2025) is \$2,967.79, the Town's portion of the property tax bill for the upcoming fiscal year (FY2026) for the same property if the proposed budget is adopted is estimated to be \$2,949.19, and the Town's portion of the property tax bill in dollars for the upcoming fiscal year (FY2026) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$2,809.82.*
- 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: October 27, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the October 13, 2025, Town Council Work Session and Regular Meeting Minutes and the October 20, 2025, Joint Parks and Recreation Board/Town Council Meeting Minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a work session and regular meeting on October 13, 2025. The Town Council also participated in a joint Parks and Recreation Board/Town Council meeting on October 20, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 10.13.2025 TC Meeting Minutes
2. 10.20.2025 Joint TC Park Board Meeting Minutes

ACTIONS/OPTIONS:

Move to approve the October 13, 2025, Town Council Work Session and Regular Meeting Minutes and the October 20, 2025, Joint Parks and Recreation Board/Town Council Meeting Minutes.

Town of Trophy Club
Town Council Work Session and Regular Meeting
Meeting Minutes – October 13, 2025, 6:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Rhylan Rowe, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Jeff Beach, Council Member Place 2 (*arrived at 6:44 p.m.*)
Dennis Sheridan, Council Member Place 3
Garry Ash, Council Member Place 5
Steve Flynn, Council Member Place 6

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Chase Ellis, Director of Parks and Recreation
Jason Wise, Fire Chief
Matt Cox, Director of Community Development
Patrick Arata, Police Chief
Denise Deprato, Director of Human Resources
Tamara Smith, Assistant to the Town Manager
Jill Lind, Director of Communications
Ernest Gillespie, Chief Financial Analyst

WORK SESSION ITEM

1. Presentation and discussion of Traffic Safety Working Group recommendations from the Town's Business Plan Goal to assess and address traffic, mobility, and pedestrian concerns on Trophy Club roadways. (Patrick Arata, Chief of Police)

Police Chief Patrick Arata presented the Traffic Safety Working Group Report, a year-long review of traffic data and roadway conditions throughout the Town. The working group, composed of police staff, Town staff, and residents, evaluated radar data and on-site observations to identify opportunities for improved traffic and pedestrian safety. Chief Arata reported that overall speeding in Town was minimal, though specific areas such as Bobcat Boulevard, Trophy Club Drive, and Parkview Drive would benefit from additional lighting, enhanced crosswalks, and clearer pavement markings.

Council discussed potential lighting improvements (including dark-sky-compliant fixtures), in-ground crosswalk light colors, curb markings at roundabouts, and the process

for speed bump requests. Discussion also covered possible golf cart ordinance revisions to require seatbelts or child restraints for young passengers and reinforce age restrictions for drivers, along with E-bike and E-scooter regulations addressing helmets, hand-held devices, and nighttime visibility.

Council emphasized the importance of public education, encouraging continued outreach through School Resource Officers and community materials to promote safe operation of golf carts, E-bikes, and scooters.

Follow-up items include:

- Evaluate in-ground crosswalk light colors and curb markings at roundabouts.
- Develop a process for speed bump requests.
- Future ordinance considerations: child seatbelt/restraint requirements for golf carts and E-bike/scooter rules for helmets and hand-held devices.
- Develop a list of CIP traffic safety projects.
- Prepare a draft ordinance for a future Council workshop.

ADJOURN

Mayor Tiffany adjourned the work session at 6:53 p.m.

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the regular meeting to order at 7:01 p.m.

INVOCATION

Pastor Joel Quilé, Bara Church, led the invocation.

PLEDGES

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

PUBLIC COMMENTS

There were none.

COMMUNITY SPOTLIGHT

2. Presentation Atmos Energy Grant

Fire Chief Jason Wise introduced Leigh Ferguson, Manager of Public Affairs for Atmos Energy, and thanked Atmos Energy for awarding a \$1,500 public safety grant to the Trophy Club Fire Department. The funds will be used to purchase two single-gas

detectors, improving firefighter and resident safety when responding to gas-related incidents.

Ms. Ferguson highlighted Atmos Energy’s Fueling Safe and Thriving Communities initiative, which supports first responders and promotes safety awareness. She also reminded residents to sign up for text alerts for natural gas service updates and shared winter safety tips.

3. Working for You... Trophy Club

a) Update from Town Council Members

Council Member Flynn announced the one-year anniversary celebration of the Community Activity Center, scheduled for October 14, 2025, at 11:15 a.m.

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

Town Manager Wright provided the following update:

Town Manager Wright announced upcoming community events and meetings, including:

- National First Responders Day, October 25, 2025, 4–6 p.m. at Town Center, hosted in partnership with the Trophy Club Rotary Club.
- Economic Development Corporation meeting – October 15, 2025.
- Arts & Culture Council meeting – October 16, 2025.
- Joint Parks and Recreation Board / Town Council meeting to review the Parks Master Plan – October 20, 2025.
- Animal Shelter Advisory Board meeting – October 22, 2025.
- Breakfast with Tiffany, October 20, 2025, at 9:00 a.m. (Tom Thumb Starbucks).

He also reminded residents that entries for the Fright Lights Contest close on October 22, 2025.

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

Town Attorney Dean Roggia provided an overview of Section 3.17 of the Town Charter, noting that the Council may adopt emergency ordinances to address public emergencies affecting life, health, property, or public peace. Unlike regular ordinances, these may be enacted without an open meeting when immediate action is required, becoming effective upon adoption and published thereafter.

CONSENT AGENDA

Mayor Tiffany requested item 12 be removed from the Consent Agenda.

4. Consider approval of the September 22, 2025, Regular Meeting minutes, the September 22, 2025, Joint Work Session minutes with the Economic Development Corporation, and the September 24, 2025, Work Session minutes of the Town Council.
5. Consider an ordinance amending the FY 2025 Budget, allocating funding to the General Fund budget for additional expenditures and revenues associated with the CWD contract, effective June 1, 2025. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-33

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025, AS ADOPTED BY ORDINANCE NO. 2024-21, AND AS AMENDED BY ORDINANCE NO. 2025-13 AND BY ORDINANCE NO. 2025-18, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

6. Consider an ordinance amending the FY 2026 Budget, allocating funding to the Capital Replacement Fund for the purchase of a replacement HVAC system at Town Hall. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-34

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 2025-27, BY PROVIDING FOR ADJUSTMENTS TO THE CAPITAL PROJECTS FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

7. Consider an ordinance repealing Section A1.014 Water and Wastewater Fees for Public Improvement District No. 1 of Article A1.000 General Provisions or Appendix A Fee Schedule of the Code of Ordinances. (April Duvall, Director of Finance) The caption of the ordinance reads as follows:

ORDINANCE NO. 2025-35

AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING SECTION A1.014 "WATER AND WASTEWATER FEES FOR PUBLIC IMPROVEMENT

DISTRICT NO. 1,” OF ARTICLE A1.000 “GENERAL PROVISIONS,” OF APPENDIX A “FEE SCHEDULE,” OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

8. Consider authorizing the Town Manager to negotiate and execute a purchase and services agreement with Design A Sign, LLC to upgrade the Town of Trophy Club's crosswalk signal software and hardware system, and to purchase 34 LED-enhanced school crossing signs in the amount of \$86,150. (Matt Cox, Director of Community Development)
9. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Bureau Veritas North America, Inc. in an amount not to exceed \$64,200 for on-call third party plan reviews, health inspections, and building inspections. (Matt Cox, Director of Community Development)
10. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with HE Planning+Design, LLC in an amount not to exceed \$30,000 for on-call professional planning and consulting services. (Matt Cox, Director of Community Development)
11. Consider authorizing the Town Manager to negotiate and execute a three-year purchase and service agreement with Pyrotex, Inc. in the amount of \$30,000 annually for the Fourth of July fireworks show. (Chase Ellis, Director of Parks & Recreation)
12. Consider a resolution providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment. (Tammy Dixon, Town Secretary) ***Removed from Consent***

Mayor Pro Tem Rowe moved to approve Consent Items 4-11. Council Member Beach seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

INDIVIDUAL ITEMS

12. Consider a resolution providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment. (Tammy Dixon, Town Secretary)

Mayor Tiffany noted that Jeff Eason declined to serve as the alternate member on the Zoning Board of Adjustment.

Mayor Tiffany moved to approve Resolution No. 2025-21 providing for the appointment of members and designation of chair and vice chair positions, where applicable, to serve on the Animal Shelter Advisory Board, Crime Control and Prevention District Board, Economic Development Corporation Board, Ethics Review Commission, Parks and Recreation Board, Planning and Zoning Commission, Trophy Club Council for Arts and Culture, and the Zoning Board of Adjustment, with Jeff Eason's name removed as an alternate member. Council Member Flynn seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2025-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, PROVIDING FOR THE APPOINTMENT OF MEMBERS AND THE DESIGNATION OF CHAIR AND VICE CHAIR POSITIONS, WHERE APPLICABLE, TO SERVE ON THE ANIMAL SHELTER ADVISORY BOARD; CRIME CONTROL AND PREVENTION DISTRICT BOARD; ECONOMIC DEVELOPMENT CORPORATION BOARD; ETHICS REVIEW COMMISSION; PARKS AND RECREATION BOARD; PLANNING AND ZONING COMMISSION; TROPHY CLUB COUNCIL FOR ARTS AND CULTURE; AND ZONING BOARD OF ADJUSTMENT; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

13. Consider a resolution adopting the facility naming and special recognition plaque policy. (Brandon Wright, Town Manager)

Town Manager Wright presented the final Facility Naming and Special Recognition Plaque Policy following prior Council workshop discussion.

Key elements include:

- Annual nomination period each October.

- Eligibility expanded to honor long-term residents, veterans, and first responders.
- Clear thresholds for donations (greater than or equal to 60% of project or maintenance costs).
- Prohibition on street renaming, except honorary names (excluding Indian Creek, Trophy Club Drive, and Bobcat Boulevard).
- Requirement of 250 signatures for major facilities and 125 signatures for minor facilities.
- New process for creating special recognition plaques without renaming facilities.

Council Member Flynn moved to approve Resolution No. 2025-22 adopting the facility naming and special recognition plaque policy. Council Member Sheridan seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2025-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB ADOPTING THE FACILITY NAMING AND SPECIAL RECOGNITION PLAQUE POLICY; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Bauer, Beach, Rowe, Tiffany, Sheridan, Ash, Flynn
NAYES: None
VOTE: 7-0

14. Consider accepting the Town's state-approved emergency management plan and emergency support functions. (Jason Wise, Fire Chief)

Fire Chief Jason Wise and Emergency Management Coordinator Amanda Meneses (City of Roanoke) presented the Town's State-Approved Emergency Management Plan and Emergency Support Functions (ESFs). The plan replaces the former county-level plan and was approved by the Texas Division of Emergency Management.

The new plan aligns with state requirements, enhances local preparedness, and ensures eligibility for FEMA and Homeland Security funding. It defines departmental responsibilities and continuity protocols for emergency response and recovery.

Future actions include NIMS-compliance training, tabletop exercises, and continued program development. Council discussion included group training opportunities, emergency risks, and cyber threat preparedness.

Council Member Sheridan moved to accept the Town's state-approved emergency management plan and emergency support functions. Mayor Pro Tem Rowe seconded the motion.

VOTE ON MOTION

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

NAYES: None

VOTE: 7-0

Mayor Tiffany commended Chief Arata and Chief Wise for completing two major strategic initiatives - the Traffic Safety Working Group Report and the Emergency Management Plan, noting that both efforts strengthen the Town's safety, preparedness, and long-term planning.

ADJOURNMENT

Mayor Tiffany adjourned the regular meeting at 7:38 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary

Town of Trophy Club
Joint Town Council / Parks and Recreation Board Meeting
Meeting Minutes – October 20, 2025, 6:00 p.m.
EOC Room, 1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

The Town Council of the Town of Trophy Club convened a joint meeting with the Parks and Recreation Board.

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

COUNCIL MEMBERS PRESENT

Jeannette Tiffany, Mayor
Jeff Beach, Council Member Place 2
Dennis Sheridan, Council Member Place 3
Steve Flynn, Council Member Place 6

COUNCIL MEMBERS ABSENT

Rhylan Rowe, Mayor Pro Tem
Stacey Bauer, Council Member Place 1
Garry Ash, Council Member Place 5

PARK BOARD MEMBERS PRESENT

Jennifer Kashner, Chair
Patrick Schrein
Bob Ferguson
Gary Packan
Andrew Beck
Clark Simmons

STAFF MEMBERS PRESENT

Brandon Wright, Town Manager
Tammy Dixon, Town Secretary
Dean Roggia, Town Attorney
Chase Ellis, Director of Parks & Recreation
Madison Seil, Recreation Superintendent
Daniel Wilson, Sr, Administrative Assistant

PUBLIC COMMENTS

There were none.

REGULAR ITEMS

1. Welcome and Introduction of new Parks & Recreation Board Members.

New members Clark Simmons and Andy Beck introduced themselves.

2. Quarterly update on Parks & Recreation Master Plan from Parkhill.

Director Ellis introduced Xie Track with Parkhill, who presented an update on the Parks, Recreation, and Trails Master Plan. Ms. Track outlined a 10-year vision for enhancing parks, trails, and recreation programming, reviewed community engagement findings, and discussed ADA accessibility improvements, trail connectivity, and revenue opportunities at Trophy Club Park. She also noted the plan's alignment with the Town's Strategic Plan. Ms. Track responded to questions from Council and Parks and Recreation Board members.

Staff noted that the draft plan is expected to be available in late November, with Park Board consideration tentatively scheduled for December 1, 2025, and Town Council review anticipated on December 8, 2025.

ADJOURNMENT

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

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization through November 30, 2029 in an annual fiscal-year amount not to exceed \$75,000. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY:

The Town of Trophy Club Streets Department utilizes concrete lifting and stabilization services to maintain streets and sidewalks. Nortex Concrete Lift & Stabilization, Inc. has provided these services with consistent performance and reliable results, supporting the Town's efforts to maintain safe and durable infrastructure.

Concrete lifting and stabilization services through Nortex Concrete Lift & Stabilization, Inc. are available via the TXShare Cooperative Purchasing Program under a Master Services Agreement between the North Central Texas Council of Governments (NCTCOG) and the company. This agreement provides competitively bid pricing to participating entities.

To access this cooperative contract, the Town of Trophy Club maintains an active Interlocal Agreement (ILA) with NCTCOG, authorizing participation in TXShare cooperative purchasing opportunities. The current NCTCOG/Nortex agreement remains in effect through November 30, 2026, with an automatic renewal term extending through November 30, 2029. This arrangement allows the Town to continue addressing street and sidewalk maintenance needs efficiently and cost-effectively on an as-needed basis.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for these services is available in the FY2026 Budget in the Street Maintenance Fund, with an annual authorization amount not to exceed \$75,000.

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

ATTACHMENTS:

1. Texas Share Agreement: Nortex
2. Texas Share Master Interlocal Purchasing Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute an on-demand concrete lifting services contract with Nortex Concrete Lift & Stabilization through November 30, 2029 in an annual fiscal-year amount not to exceed \$75,000.



**MASTER SERVICES AGREEMENT #2024-108
Concrete Pavement Panel Lifting Services**

THIS MASTER SERVICES AGREEMENT ("**Agreement**"), effective the last date of signed approval ("**Effective Date**"), is entered into by and between the **North Central Texas Council of Governments** ("**NCTCOG**"), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Nortex Concrete Lift & Stabilization, Inc.
(**"Contractor"**)
with offices located at
201 NW 26th Street
Fort Worth, TX 76164

**ARTICLE I
RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Executive Search Consulting and Related Services, (hereinafter, "Services") to governmental entities participating in the TXShare program (hereinafter "Participating Entities"). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor's demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2024-108 (hereinafter, "RFP"). In the event of a conflict between this Agreement and the RFP, this Agreement will prevail. The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor's response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.

- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.
- 2.5 **NCTCOG Obligations**
- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.6 **Participating Entity Obligations.**
- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.7 **Contractor Obligations.**
- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of the RFP.
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base, such as, but not limited to via the Contractor's website. Contractor shall agree to follow reporting requirements and report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **November 30, 2026** (the "**Term**"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for an additional term, through **November 30, 2029**.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated

Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity in accordance with billing terms as stated in Appendix A for each Scope of Service. If billing terms are not specified for a particular Scope of Service, then the Contractor will submit an invoice to the Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms.

Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.

4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: TXShare
PO Box 5888
Arlington, TX 76005-5888
Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any

Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

- 5.2 Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractors and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the Contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on all fees for service, with the exception of expenses that are passed through to Participating Entities without markup from the Contractor, such as, but not limited to, advertising, travel expenses and per diem costs, temporary housing, and materials production.
- 5.3 Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1** As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2** NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Nortex Concrete Lift & Stabilization, Inc.
201 NW 26th Street
Fort Worth, TX 76164
Attn: Casey DeRosa
casey@nortexconcretelift.com
(817) 831-1240

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability with NCTCOG endorsed as a Named Additional Insured.

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy with NCTCOG endorsed as a Named Additional Insured.

Shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability with NCTCOG endorsed as a Named Additional Insured.

Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.5 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.6 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor

shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the

discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter such litigation to protect the interests of the United States.

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 **Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 **House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 **Certification Regarding Disclosure of Conflict of Interest.**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify

its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

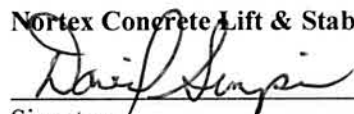
10.21 **Boycotting of Certain Energy Companies**

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the “Boycotting of Certain Energy Companies Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference**

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Nortex Concrete Lift & Stabilization, Inc.


Signature _____ Date 11/15/2024

David Simpson
Printed Name _____
CFO/Secretary
Title _____

North Central Texas Council of Governments

Signed by: 
Signature _____ Date 11/22/2024

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work



Nortex was founded in 2003, and since then, our mission and focus have been to strive for excellence in customer service and satisfaction and to introduce new and proven methods to repair roads. To achieve this, we must prove to our customers and partners every day that we will perform and fulfill our duties and responsibilities with a work ethic of honest hard work, respect, integrity and professionalism.

Nortex Concrete Lift & Stabilization is a nationally recognized road construction company focused on lifting and stabilizing concrete roadways, bridges, and other structures using specifically formulated polyurethane foam systems. Headquartered in Fort Worth, Texas, we have over 35 years of experience working with polyurethane foam systems. Nortex brings the expertise and resources needed to handle large highway projects to small residential repairs.

- Licensed and doing business in 15-plus states
- 11 fully operational box trucks to complete any size job
- Servicing over 50 U.S. cities
- Servicing Government, Commercial, Industrial and Residential Clients



RAISING & UNDERSEALING CONCRETE PAVEMENT SCOPE OF WORK AND QUALITY CONTROL PLAN

Nortex Concrete Lift & Stabilization, Inc. is committed to maintaining an effective Quality Control Plan that reinforces our commitment to deliver a consistent high quality product and service to our customers.

This plan addresses the following:

- Equipment**
- Work Site Preparations**
- Construction Methods**
- Monitoring Procedures**
- Clean Up Procedures**
- Spill Clean Up Procedures**
- Material Information**

Equipment: A listing of lifting and undersealing equipment, this list is a minimum and shall not preclude the use of additional equipment.

- A. Pneumatic drills and electric drills capable of drilling 5/8-inch diameter holes.
- B. Truck mounted pumping units (Gusmer H20/35 Hydraulic Proportioner Pumps) capable of injecting high-density polyurethane foam between the concrete pavement and the sub-base, and capable of controlling the rate of rise of the pavement.
- C. Hilti Self Leveling Laser Level unit and lifting gages to ensure that pavement is lifted to an even plane.

Work Site Preparations: Shall be specified per contract documents and/or general accepted practices and procedures.

- A. The contractor shall review a profile of the pavement and footing provided by the owner to determine where the slab and footing need to be raised or void filled.

Construction Methods:

- A. **Drilling:** A series of 5/8" holes shall be drilled at four to six foot intervals through the concrete pavement. The contractor will determine the exact location and spacing of holes based on site conditions and scope of work.
- B. **Injecting:** The injector on the discharge guns shall make a tight seal in the injection hole. The polyurethane foam is two-component mixtures that meet at the discharge gun and is injected beneath the concrete pavement with approximately 1000 psi. The polyurethane foam initially remains in liquid form for approximately 15 – 20 seconds, which allows the material to move laterally beneath the concrete filling all voids in the area. The polyurethane foam then begins to set up and expand into its solid form exerting the necessary lifting force.

Monitoring Procedures:

- A. **Controlling rise:** The amount of rise shall be controlled using the pumping unit, by regulating the rate of injection of material. Lifting gages and Laser shall be used to monitor the rise and ensure pavement is lifted to an even plane. Mix Ratio's on Gages must be monitored periodically to ensure proper mixture of material being pumped along with monitoring of heat to keep foam somewhere in the vicinity of 80 to 140 degrees Fahrenheit (depending on outside air temperature).
- B. Drain inlets, asphalt shoulders, MSE walls, etc...will be monitored frequently to ensure material below ground has not traveled to an area it is not intended to go.
- C. Supervisor shall be on site during entire operation and be fully trained in mechanical operation of equipment. Supervisor shall be responsible for safety of his crew at all times and responsible for monitoring lifting procedures.

Clean Up Procedures:

- A. All excess polyurethane material will be removed from the job site.

- B. All injections holes will be re-drilled to a depth of 2-3" and then non shrink cementitious grout will be to close over all holes.
- C. Entire work area will be cleaned and cleared to properly restore the operation lane.

Spill Clean Up Procedures:

- A. Entire area of spill to be covered and dispersed evenly with absorbent material kept on hand.
- B. After setting phase absorbent material is cleaned up and disposed of in thick trash bags and tied off for proper disposal.
- C. Process can be repeated until spill is sufficiently cleaned.

Material Information:

- A. All material used is certified for compliance with all state, and local authorities pertaining to the contract documents or special provisions.



TERRATHANE™ 24-003

Technical Data Sheet

TERRATHANE™ Product Line

The TerraThane™ product line is comprised of uniquely formulated, dual-component systems designed for a variety of geotechnical applications, such as lifting, soil compaction, void filling, and I/I mitigation. Each batch goes through stringent testing and quality assurance standards to ensure reliability in the field.

TERRATHANE™ 24-003

TerraThane™ 24-003 is a 4lb hydrophobic/hydro-insensitive, MDI-based, water blown system that is designed for exceptional spread and lifting capacity. The hydrophobic nature of 24-003 allows it to maintain exceptional physical properties even in saturated conditions. Available with NSF/ANSI 61 Section 5 – 2017 certification.

APPLICATIONS

Bridge Approaches and Departures
Highway and Streets
Airport Runways and Taxiways
Concrete Slab Lifting
Joint Matching
Void Filling
Deep Soil Injection



**CERTIFIED TO
NSF/ANSI 61**

*Upon request

UNIQUE ADVANTAGES

Hydrophobic / Hydro-Insensitive
Certified to NSF/ANSI-61
Contains No Solvents
Strengthens Loose Soil
Water Blown System

Reactivity at 110°F

Cream Time	5-8 seconds
Gel Time	11-15 seconds
Tack Free Time	16-19 seconds
Rise Time	25-30 seconds

Chemical Resistance

Solvents...	Excellent
Mold and Mildew...	Excellent

Performance

Wet Environments...	Excellent
Lifting Capacity...	Excellent

Physical Properties

Physical Properties	Test Method	Free Rise	Restrained
Density	ASTM D1622	4 pcf	5 – 6 pcf
Compressive Strength	ASTM D1621	80 psi	80 – 100 psi
Compressive Modulus	ASTM D1621	1900 psi	3000 psi
Tensile Strength	ASTM D1623	85 psi	100 – 120 psi
Tensile Modulus	ASTM D1623	1446 psi	3100 psi
Water Absorption	ASTM D2842	≤0.04lbs/ft ²	≤0.04lbs/ft ²
Closed Cell Content		>92%	>92%
Max Service Temp		200°F	200°F
Elongation	ASTM D1623	5.1%	
Shear Strength	ASTM C273	52 psi	90 psi
Shear Modulus	ASTM C273	602 psi	677 psi
Flexural Strength	ASTM D790	87 psi	139 psi
Flexural Modulus	ASTM D790	1625 psi	3147 psi

NCFI Polyurethanes – Geotechnical Division • 1023 Buffalo Run, Missouri City, TX 77489
800-346-8229 • www.ncfigeo.com



TERRATHANE™ 24-003

Technical Data Sheet

Special Testing

NYDOT Hydro-Insensitivity test, GTP-5		>96% density retention >93% comp strength retention	
Dimensional Stability, % volume change, 28 days aging (ASTM D-2126)	Heat age at 158°F	Freeze at -20°F	Humid age at 100% RH & 120°F
	-1.5%	-0.1%	-1.0%

Component Properties

Component	B-24-003	A2-000
Appearance	Transparent Liquid	Clear Brown Liquid
Brookfield Viscosity @20rpm	500 cps at 72°F	200 cps at 72°F
Specific Gravity	1.05	1.24
Weight per Gallon	8.78 lbs	10.3 lbs
Storage Temperature	50-100°F	50-100°F

Mix Ratio

By weight... 118 parts A-side: 100 parts B-side

By volume... 100 parts A-side: 100 parts B-side

Processing Parameters

A-side Temperatures	100 – 120°F
B-side Temperatures	100 – 120°F
Mixing Pressure	1000 psi static 800 psi dynamic

Storage and Handling

For optimum shelf life, the recommended storage temperature is 50°F to 100°F. Do not expose A-side to lower temperatures – freezing may occur. Avoid moisture contamination during storage, handling, and processing. After opening, pad the containers and day tanks with either nitrogen or dry air (desiccant cartridge or air dryer @ -40°F dew point).

Store components at 70°F to 90°F for several days prior to use to minimize viscosity issues.

Shelf life of B-side is 6 months and A-side is 2 years for factory sealed containers.

Application Cautions

Careful consideration should be given to selection and application of any NCFI Polyurethane foam system where excessive foam mass build-up can occur. Excessive polyurethane foam lift thickness will result in high internal temperatures within the injected foam, which can result in degraded foam properties, or in extreme cases, fire or spontaneous combustion. **Any flammability rating contained in this literature is not intended to reflect hazards presented by this or any other material under actual fire conditions.** Each person, firm or corporation engaged in the application, installation or use of any polyurethane product should carefully determine whether there is a potential fire hazard associated with such product in a specific usage and utilize all appropriate precautionary and safety measures. Please consult NCFI Polyurethanes for safety considerations, polyurethane system selection and application recommendations.

The information contained herein is believed to be reliable, but no representations, guarantees, or warranties of any kind are made as to its accuracy, suitability for particular applications, or the results to be obtained there from. The information is based on laboratory work with small-scale equipment and does not necessarily indicate end product performance. Because of the variation in methods, conditions and equipment used commercially in processing these materials, no warranties or guarantees are made as to the suitability of the products for the application disclosed. Full-scale testing and end product performance are the sole responsibility of the user. NCFI Polyurethanes shall not be liable for and the customer assumes all risk and liability of any use or handling of any material beyond NCFI's direct control. NCFI MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Nothing contained herein is to be considered as permission, recommendations, nor as an inducement to practice any patented invention without permission of the patent owner.

v.02082022

SUBSTRATUM 4F

Polyurethane Rigid Foam System

Substratum 4F is a two-component polyurethane rigid foam. This product is excellent for lifting settled pavement, stabilizing weak soil, and the filling or encapsulating of various voids. It has been specially formulated utilizing a fully EPA approved, non-CFC, non-HFC, zero ozone depleting blowing agent.

Substratum 4F is inherently hydrophobic and is capable of being directly injected into water. Due to the hydrophobic nature, this product is excellent for lifting and/or stabilizing in areas with a high level of moisture content. The low viscosity of the system allows for easy penetration into soil and displaces water without losing product integrity as it stabilizes and lifts.

Storage and Handling

Substratum 4F has a shelf life of 1 yr when stored in the original, sealed container at a temperature of 65° F - 85° F with humidity levels not greater than 85% and also not in direct sunlight. The "A" component is very sensitive to moisture and caution must be taken to ensure moisture is not introduced. Prolonged storage at temps below 60° F can affect both the "A" and "B" components.

Should the materials be subjected to temperatures at or below 40° F, there may be layering in the B-side containers. Should this occur, gradually raise the temperature to 70° F and use a drum or tote mixer for 30 minutes or more. The material will go back into the proper solution and is then usable.

Containers of Component-A should be kept properly closed and stored indoors at ambient temperatures (20-25° C) (65-80° F) in a well-ventilated area. Storage at low temperatures (below 5° C, 40° F) may lead to some crystallization; this material must, therefore, be protected from frost. If crystallization does occur, the material should be heated but not to exceed 70° C, 158° F, to melt it out, and should then be thoroughly agitated before use. Note that the product will decompose and give off gas above 230° C, 446° F.

DISCLAIMER: THE DATA PRESENTED HEREIN IS NOT INTENDED FOR USE BY NONPROFESSIONAL APPLICATORS, OR THOSE PERSONS WHO DO NOT PURCHASE OR UTILIZE THIS PRODUCT IN THE NORMAL COURSE OF THEIR BUSINESS. THE POTENTIAL USER MUST PERFORM ANY PERTINENT TEST IN ORDER TO DETERMINE THE PRODUCT'S PERFORMANCE AND SUITABILITY IN THE INTENDED APPLICATION, SINCE FINAL DETERMINATION OF FITNESS OF THE PRODUCT FOR ANY PARTICULAR USE IS THE RESPONSIBILITY OF THE BUYER.

CALL CARLISLE POLYURETHANE SYSTEMS FOR TECHNICAL QUESTIONS. (888) 899-9665.

THE INFORMATION HEREIN IS BELIEVED TO BE RELIABLE, BUT UNKNOWN RISKS MAY BE PRESENT. CARLISLE POLYURETHANE SYSTEMS WARRANTS ONLY THAT THE MATERIALS SHALL BE OF MERCHANTABLE QUALITY. THIS WARRANTY IS IN LIEU OF ALL OTHER WRITTEN OR UNWRITTEN, EXPRESSED OR IMPLIED WARRANTIES. CARLISLE POLYURETHANE SYSTEMS EXPRESSLY DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT. ACCORDINGLY, BUYER ASSUMES ALL RISKS WHATSOEVER AS TO THE USE OF THESE MATERIALS. BUYER'S EXCLUSIVE REMEDY AS TO ANY BREACH OF WARRANTY OR NEGLIGENCE CLAIM SHALL BE LIMITED TO THE PURCHASE PRICE OF THE MATERIALS. FAILURE TO STRICTLY ADHERE TO RECOMMENDED PROCEDURES SHALL RELIEVE CARLISLE POLYURETHANE SYSTEMS OF ALL LIABILITY WITH RESPECT TO THE MATERIALS OR THE USE THEREOF.

Typical Physical Properties

Property	Substratum 4F	Test
Closed Cell Content	>85%	ASTM D 6226
Tensile Strength (PSI)	95	ASTM D 1623
Dimensional Stability	<2%	ASTM D 2126
Comprehensive Strength (PSI)	63	ASTM D 1621
Comprehensive Modules (PSI)	2100	ASTM D 1621
Tensile Modules (PSI)	2100	ASTM D 1623
Shear Strength	47	ASTM C 273
Shear Modulus	945	ASTM C 273
Flexural Strength	95	ASTM D 790
Flexural Modulus	2100	ASTM D 790
Water Absorption	<2%	ASTM D 2842
Core Density	3.90-4.10	

* Data generated under controlled laboratory conditions. Actual performance may vary due to environmental conditions.

Liquid Components as Supplied

	A (ISO)	B (Resin)
Specific Gravity @74°F (23°F)	1.22	1.04
Viscosity (Brookfield) @74°F (23°C), CPS	220-250	400-500
Mixing Ratio By Volume	1	1

Common Chemical Resistance

Chemical	Resistance
Water	Excellent
Toluene	Excellent
Gasoline	Excellent
Sulfuric Acid 10%	Excellent
Hydrochloric Acid 10%	Excellent
Isopropanol	Excellent
Benzene	Excellent
Motor Oil	Excellent
Acetone	Poor
Ethyl Alcohol	Poor
Methyl Alcohol	Poor



05.18.20 © 2020 Carlisle.
WEB ONLY: CPS-11889 - "Substratum 4F TDS"

Emergency Notifications: Chemtrec: Material Leaks, Spills or Fire
(800) 424-9300

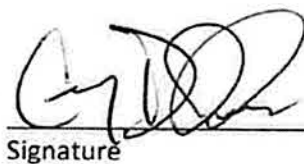
2500 Adie Road • Maryland Heights, MO 63043 • 888.899.9665

Carlisle is a trademark of Carlisle.



Nortex Concrete Lift & Stabilization, Inc. issues a one -year unconditional warranty against settlement of concrete slabs. If settlement of more than 1/2" of concrete slabs in the injected area occurs, Contractor shall return to inject the affected area to lift to proper grade at no additional charge, except maintenance of traffic, to the owner.

The warranty will begin 1 day after the injection date and expire 1 year from the injection date. If a warranty claim is made, the customer will provide photos and the settlement total. In the event a repair is required, Nortex will have 120 days from the time of notification to complete the repair.

 9/24/24
Signature Date

Casey DeRosa GM
Name Title

Nortex Concrete Lift & Stabilization, Inc.

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

BID PRICE WORKSHEET 2024-108

Category 1: Pavement Lifting Services			
Item	Description	UOM	% Discount Off List Price

1	Concrete Pavement Raising and Undersealing, Complete in Place	LB	See sheet
2	Saw Cutting of material, cut, and complete in Place	LF	See sheet
3	Soil Injection to Lift Asphalt Pavement	LB	See sheet
4	Testing Services	Each	See sheet
5	Robotic Inspection Crawler CCTV Camera Service	Hour	See sheet
6	Mobilization	N/A	See sheet
7	Traffic Control, Flagger(s) Barricade Setters	Day	See sheet
8	Off-Duty Uniformed Law Enforcement Officers with Vehicle	Hour	See sheet
9	Signage (All Types)	Day	See sheet

Category 2: Ancillary Service, Maintenance, Equipment & Supplies			
Item	Description	UOM	% Discount Off Unit List Price

10

Describe Below:

A	Items included on pricing sheets		
B			
C			

Exhibit 2 - Market Basket Worksheet for RFP #2024-108 - North Central Texas List

ITEM	ITEM DESCRIPTION	QTY	UOM	CURRENT PRICE LIST	% DISCOUNT	DISCOUNT	NET PRICE AFTER
1	Concrete Pavement Raising and Undersealing, Complete in Place	149500	LB	\$5.00	30%	\$3.50	
2	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), up to 5 feet	128500	LB	\$5.15	12%	\$4.53	
3	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 5 feet - 10 feet	72000	LB	\$5.25	12%	\$4.62	
4	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 10 feet - 20 feet	45500	LB	\$5.30	10%	\$4.95	
5	Soil Densification via Injections to Lift Concrete and Asphalt Pavement (Measured from Pavement Surface), over 20 feet - 30 feet	17500	LB	\$5.75	10%	\$5.17	
6	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 30 feet - 40 feet	5500	LB	\$6.00	10%	\$5.40	
7	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 40 feet - 50 feet	5500	LB	\$6.25	10%	\$5.63	
8	Infrastructure Repair - RCP or Galvanized Pipe Injections per joint - 12 inch - 30 inch pipe	500	LB	\$12.00	5%	\$11.40	
9	Infrastructure Repair - RCP or Galvanized Pipe Injections per joint - 32 inch pipe and Above	1000	LB	\$10.00	5%	\$9.50	
10	Infrastructure Repair - Box Culvert Injections per joint	1000	LB	\$10.00	5%	\$9.50	
11	Infrastructure Repair - Inlet Box Sealing and Lifting	1000	LB	\$10.00	5%	\$9.50	
12	Sidewalk Pavement Raising and Undersealing, Complete in Place	1000	LB	\$10.00	5%	\$9.50	
13	Saw Cutting of Material, Cut, and Complete in Place	3200	LF	\$9.00	20%	\$7.20	
14	Concrete Joint Grinding - 1 FT - 1,000 FT	1000	LF	\$65.00	5%	\$61.75	
15	Concrete Joint Grinding - 1,001 FT - 3,000 FT	1000	LF	\$12.00	10%	\$10.80	
16	Concrete Joint Grinding - 3,001 FT and Above	3000	LF	\$10.00	10%	\$9.00	
17	Joint Sealing - Cleaning and Resealing of Construction Joint - 1FT - 1,000FT	3001	LF	\$8.00	10%	\$7.20	
18	Joint Sealing - Cleaning and Resealing of Construction Joint - 1,001FT and Above	1000	LF	\$25.00	10%	\$22.50	
19	Dynamic Cone Penetrometer Test	1001	LF	\$20.00	10%	\$18.00	
20	Ground Penetrating Radar Test	50	Each	\$750.00	15%	\$637.50	
21	Water Flow Testing for Positive Drainage Flow	25	Each	\$1,500.00	10%	\$1,350.00	
22	Robotic Inspection Crawler CCTV Camera	5	Day	\$500.00	10%	\$450.00	
23	Traffic Control Services - Flaggers (2-man crew)	10	Hour	\$500.00	10%	\$450.00	
24	Traffic Control Services - Single lane closure - arterial roadway (includes signage, cones, arrow board, and barricades)	15	Day	\$2,000.00	10%	\$1,800.00	
25	Traffic Control Services - Single lane closure - arterial roadway (includes signage, cones, arrow board, and barricades)	20	Day	\$750.00	10%	\$675.00	
26	Traffic Control Services - Single lane closure - freeway/highway (includes signage, cones, arrow board, and barricades)	20	Day	\$1,500.00	10%	\$1,350.00	
27	Traffic Control Services - Double lane closure - arterial roadway (includes signage, cones, two arrow boards, and barricades)	20	Day	\$2,500.00	10%	\$2,250.00	
28	Traffic Control Services - Double lane closure - freeway/highway (includes signage, cones, two arrow boards, and barricades)	20	Day	\$2,000.00	10%	\$1,800.00	
29	Traffic Control Services - Portable Changeable Message Sign	20	Day	\$3,500.00	10%	\$3,150.00	
30	Traffic Control Services - Attenuator Truck and Trailer Mounted (Each)	100	Day	\$125.00	10%	\$112.50	
31	Traffic Control Services - Off Duty Uniformed Law Enforcement Officer with Vehicle (Each)	50	Day	\$300.00	10%	\$270.00	
32	Traffic Control Services - Nighttime work - Lighting equipment for workzone	50	Hour	\$75.00	5%	\$71.25	
		20	Night	\$300.00	10%	\$270.00	

Exhibit 2 - Market Basket Worksheet for RFP #2024-108 - All Texas Excluding North Central Texas Region

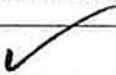
ITEM	ITEM DESCRIPTION	QTY	UOM	CURRENT PRICE LIST	% DISCOUNT	NET PRICE AFTER DISCOUNT
1	Concrete Pavement Raising and Undersealing, Complete in Place	149500	LB	\$5.00	15%	\$4.25
2	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), up to 5 feet	128500	LB	\$5.15	12%	\$4.53
3	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 5 feet – 10 feet	72000	LB	\$5.25	12%	\$4.62
4	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 10 feet – 20 feet	45500	LB	\$5.50	10%	\$4.95
5	Soil Densification via Injections to Lift Concrete and Asphalt Pavement (Measured from Pavement Surface), over 20 feet – 30 feet	17500	LB	\$5.75	10%	\$5.17
6	Soil Densification via Injections to Lift Concrete and Asphalt Pavement (Measured from Pavement Surface), over 30 feet – 40 feet	5500	LB	\$6.00	10%	\$5.40
7	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 40 feet – 50 feet	5500	LB	\$6.25	10%	\$5.63
8	Infrastructure Repair - RCP or Galvanized Pipe Injections per joint - 12 inch - 30 inch pipe	500	LB	\$12.00	5%	\$11.40
9	Infrastructure Repair - Box Culvert Injections per joint - 32 inch pipe and Above	1000	LB	\$10.00	5%	\$9.50
10	Infrastructure Repair - Inlet Box Sealing and Lifting	1000	LB	\$10.00	5%	\$9.50
11	Infrastructure Repair - Inlet Box Sealing and Lifting	1000	LB	\$10.00	5%	\$9.50
12	Sidewalk Pavement Raising and Undersealing, Complete in Place	1000	LB	\$9.50	5%	\$9.00
13	Saw Cutting of Material, Cut, and Complete in Place	3200	LF	\$9.00	20%	\$7.20
14	Concrete Joint Grinding - 1 FT - 1,000 FT	1000	LF	\$65.00	5%	\$61.75
15	Concrete Joint Grinding - 1,001 FT - 3,000 FT	3000	LF	\$12.00	10%	\$10.80
16	Concrete Joint Grinding - 3,001 FT and Above	3001	LF	\$10.00	10%	\$9.00
17	Joint Sealing - Cleaning and Resealing of Construction Joint - 1 FT - 1,000 FT	1000	LF	\$8.00	10%	\$7.20
18	Joint Sealing - Cleaning and Resealing of Construction Joint - 1,001 FT and Above	1000	LF	\$25.00	10%	\$22.50
19	Dynamic Cone Penetrometer Test	1001	LF	\$20.00	10%	\$18.00
20	Ground Penetrating Radar Test	50	Each	\$750.00	15%	\$637.50
21	Water Flow Testing for Positive Drainage Flow	25	Each	\$1,500.00	10%	\$1,350.00
22	Robotic Inspection Crawler CCTV Camera	5	Day	\$500.00	10%	\$450.00
23	Traffic Control Services - Flaggers (2-man crew)	10	Hour	\$500.00	10%	\$450.00
24	Traffic Control Services - Single lane closure - residential roadway (includes signage, cones, arrow board, and barricades)	15	Day	\$2,000.00	10%	\$1,800.00
25	Traffic Control Services - Single lane closure - arterial roadway (includes signage, cones, arrow board, and barricades)	20	Day	\$1,500.00	10%	\$1,350.00
26	Traffic Control Services - Single lane closure - freeway/highway (includes signage, cones, arrow board, and barricades)	20	Day	\$2,500.00	10%	\$2,250.00
27	Traffic Control Services - Double lane closure - arterial roadway (includes signage, cones, two arrow boards, and barricades)	20	Day	\$2,000.00	10%	\$1,800.00
28	Traffic Control Services - Double lane closure - freeway/highway (includes signage, cones, two arrow boards, and barricades)	20	Day	\$3,500.00	10%	\$3,150.00
29	Traffic Control Services - Portable Changeable Message Sign	100	Day	\$125.00	10%	\$112.50
30	Traffic Control Services - Attenuator Truck and Trailer Mounted (Each)	50	Day	\$300.00	10%	\$270.00
31	Traffic Control Services - Off Duty Uniformed Law Enforcement Officer with Vehicle (Each)	50	Hour	\$75.00	5%	\$71.25
32	Traffic Control Services - Nighttime work - Lighting equipment for workzone	20	Night	\$300.00	10%	\$270.00

Exhibit 2 - Market Basket Worksheet for RFP #2024-108 -Other Specified States Outside of Texas

ITEM	ITEM DESCRIPTION	QTY	UOM	CURRENT PRICE LIST	% DISCOUNT	DISCOUNT	NET PRICE AFTER
1	Concrete Pavement Raising and Undersealing, Complete in Place	149500	LB	\$5.00	10%	\$4.50	
2	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), up to 5 feet	128500	LB	\$5.15	5%	\$4.89	
3	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 5 feet – 10 feet	72000	LB	\$5.25	5%	\$4.99	
4	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 10 feet – 20 feet	45500	LB	\$5.50	5%	\$5.23	
5	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 20 feet – 30 feet	17500	LB	\$5.75	5%	\$5.46	
6	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 30 feet – 40 feet	5500	LB	\$6.00	5%	\$5.70	
7	Soil Densification via Injections to Lift Concrete or Asphalt Pavement (Measured from Pavement Surface), over 40 feet – 50 feet	5500	LB	\$6.25	5%	\$5.94	
8	Infrastructure Repair - RCP or Galvanized Pipe Injections per joint - 12 inch - 30 inch pipe	500	LB	\$12.00	5%	\$11.40	
9	Infrastructure Repair - RCP or Galvanized Pipe Injections per joint - 32 inch pipe and Above	1000	LB	\$10.00	5%	\$9.50	
10	Infrastructure Repair - Box Culvert Injections per joint	1000	LB	\$10.00	5%	\$9.50	
11	Infrastructure Repair - Inlet Box Sealing and Lifting	1000	LB	\$10.00	5%	\$9.50	
12	Sidewalk Pavement Raising and Undersealing, Complete in Place	1000	LB	\$10.00	5%	\$9.50	
13	Saw Cutting of Material, Cut, and Complete in Place	1000	LB	\$9.00	20%	\$7.20	
14	Concrete Joint Grinding - 1 FT - 1,000 FT	3200	LF	\$65.00	5%	\$61.75	
15	Concrete Joint Grinding - 1,001 FT - 3,000 FT	1000	LF	\$12.00	10%	\$10.80	
16	Concrete Joint Grinding - 3,001 FT and Above	3000	LF	\$10.00	10%	\$9.00	
17	Joint Sealing - Cleaning and Resealing of Construction Joint - 1FT - 1,000FT	3001	LF	\$8.00	10%	\$7.20	
18	Joint Sealing - Cleaning and Resealing of Construction Joint - 1,001FT and Above	1000	LF	\$25.00	10%	\$22.50	
19	Dynamic Cone Penetrometer Test	1001	LF	\$20.00	10%	\$18.00	
20	Ground Penetrating Radar Test	50	Each	\$750.00	15%	\$637.50	
21	Water Flow Testing for Positive Drainage Flow	25	Each	\$1,500.00	10%	\$1,350.00	
22	Robotic Inspection Crawler CCTV Camera	5	Day	\$500.00	10%	\$450.00	
23	Traffic Control Services - Flaggers (2-man crew)	10	Hour	\$500.00	10%	\$450.00	
24	Traffic Control Services - Single lane closure - residential roadway (includes signage, cones, arrow board, and barricades)	15	Day	\$2,000.00	10%	\$1,800.00	
25	Traffic Control Services - Single lane closure - arterial roadway (includes signage, cones, arrow board, and barricades)	20	Day	\$750.00	10%	\$675.00	
26	Traffic Control Services - Double lane closure - freeway/highway (includes signage, cones, arrow board, and barricades)	20	Day	\$1,500.00	10%	\$1,350.00	
27	Traffic Control Services - Double lane closure - arterial roadway (includes signage, cones, arrow board, and barricades)	20	Day	\$2,500.00	10%	\$2,250.00	
28	Traffic Control Services - Double lane closure - freeway/highway (includes signage, cones, two arrow boards, and barricades)	20	Day	\$2,000.00	10%	\$1,800.00	
29	Traffic Control Services - Portable Changeable Message Sign	20	Day	\$3,500.00	10%	\$3,150.00	
30	Traffic Control Services - Attenuator Truck and Trailer Mounted (Each)	100	Day	\$125.00	10%	\$112.50	
31	Traffic Control Services - Off Duty Uniformed Law Enforcement Officer with Vehicle (Each)	50	Day	\$300.00	10%	\$270.00	
32	Traffic Control Services - Nighttime work - Lighting equipment for workzone	50	Hour	\$75.00	5%	\$71.25	
		20	Night	\$300.00	10%	\$270.00	

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3
SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	Nortex Concrete Lift & Stabilization, Inc.		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
			
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	DFW - Price/Discount List
2.	High Plains	Amarillo Lubbock	Non DFW - Price/Discount List
3.	Northwest	Abilene Wichita Falls	Non DFW - Price/Discount List
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	Non DFW - Price/Discount List
5.	Southeast	Beaumont-Port Arthur	Non DFW - Price/Discount List
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	Non DFW - Price/Discount List
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	Non DFW - Price/Discount List
8.	Capital Texas	Austin-Round Rock	Non DFW - Price/Discount List
9.	Alamo	San Antonio-New Braunfels Victoria	Non DFW - Price/Discount List
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	Non DFW - Price/Discount List
11.	West Texas	Midland Odessa San Angelo	Non DFW - Price/Discount List
12.	Upper Rio Grande	El Paso	Non DFW - Price/Discount List

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:							
Notes:		Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td style="text-align: center;">✓</td> </tr> </table> If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.		Will service all fifty (50) states	Will not service fifty (50) states		✓
Will service all fifty (50) states	Will not service fifty (50) states						
	✓						
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama	All	✓				
2.	Alaska						
3.	Arizona	All	✓				
4.	Arkansas	All	✓				
5.	California	All	✓				
6.	Colorado	All	✓				
7.	Connecticut						
8.	Delaware						
9.	Florida	All	✓				
10.	Georgia	All	✓				
11.	Hawaii						
12.	Idaho	All	✓				
13.	Illinois	All	✓				
14.	Indiana	All	✓				
15.	Iowa	All	✓				
16.	Kansas	All	✓				
17.	Kentucky	All	✓				
18.	Louisiana	All	✓				
19.	Maine						

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20.	Maryland		
21.	Massachusetts		
22.	Michigan	All	✓
23.	Minnesota	All	✓
24.	Mississippi	All	✓
25.	Missouri	All	✓
26.	Montana		
27.	Nebraska	All	✓
28.	Nevada	All	✓
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico	All	✓
32.	New York		
33.	North Carolina	All	✓
34.	North Dakota		
35.	Ohio	All	✓
36.	Oregon		
37.	Oklahoma	All	✓
38.	Pennsylvania	All	✓
39.	Rhode Island		
40.	South Carolina	All	✓
41.	South Dakota		
42.	Tennessee	All	✓
43.	Texas	All	✓
44.	Utah	All	✓
45.	Vermont		
46.	Virginia	All	✓
47.	Washington		
48.	West Virginia	All	✓
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

APPENDIX A.3

The categories awarded under this contract are listed on the following Exhibit 1.

EXHIBIT 1 **CATEGORIES SELECTED, PRICING & CURRENT PUBLISHED PRICE LIST**

- **Categories Offered**

Please place a checkmark next to each category below that you are offering in your proposal:

- ☒ Category #1: Pavement Lifting Services
- ☒ Category #2: Ancillary Service, Maintenance, Equipment & Supplies

- **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Bid Price Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

- **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Bid Price Worksheet to the matching item on your current published price list.

NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.

APPENDIX B
DEBARMENT CERTIFICATION

I, David Simpson
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

Nortex Concrete Lift & Stabilization, Inc.,
(Name of lower tier participant)

nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official
CFO/Secretary

Title

11/15/2024

Date of Certification

Form 1734
Rev. 10-91
TPFS

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

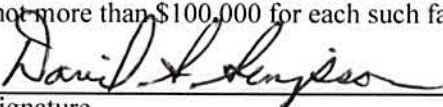
Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

CFO/Secretary
Title

Nortex Concrete Lift & Stabilization, Inc.
Agency

11/15/2024
Date

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Nortex Concrete Lift & Stabilization, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

David Simpson

CFO/Secretary

Printed/Typed Name and Title of Authorized Representative

11/15/2024

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that "discrimination against a firearm entity or firearm trade association" includes the following:

- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

Check one of the following:

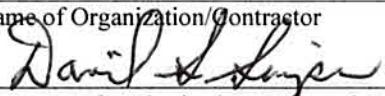
☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Nortex Concrete Lift & Stabilization, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

David Simpson CFO/Secretary

Printed/Typed Name and Title of Authorized Representative

11/15/2024

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

Check one of the following:

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Nortex Concrete Lift & Stabilization, Inc.

Name of Organization/Contractor



Signature of Authorized Representative

David Simpson CFO/Secretary
Printed/Typed Name and Title of Authorized Representative

11/15/2024
Date

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

- 1. Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2. Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 3. Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- 4. Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
- 5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 6. Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
- 7. Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
- 8. Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
- 9. Anti-Israeli Boycott.** By accepting this work order, PROVIDER hereby certifies the following:
 1. PROVIDER’s Company does not boycott Israel; and
 2. PROVIDER’s Company will not boycott Israel during the term of the contract.The following definitions apply to this statute:
 - (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
 - (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

(i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

David Simpson
Signature of Authorized Person

David Simpson
Name of Authorized Person

Nortex Concrete Lift & Stabilization, Inc.
Name of Company

11/15/2024
Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date

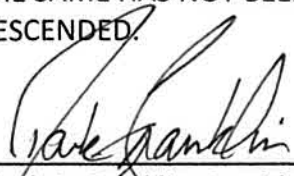
CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
NORTEX CONCRETE LIFT & STABILIZATION, INCORPORATED.

AT THE MEETING OF DIRECTORS OF NORTEX CONCRETE LIFT &
STABILIZATION, INC., INCORPORATED, DULY NOTICED AND HELD ON
JANUARY 03, 2024 A QUORUM BEING THERE PRESENT, ONE MOTION
DULY MADE AND SECONDED. IT WAS

RESOLVED: THAT DAVID SIMPSON, BE AND IS HEREBY APPOINTED,
CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT
OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT
ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING,
CONCERNS AND TRANSACTIONS WITH ALL CITIES AND STATES OF ANY
OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING
BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS,
AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE
AND RECEIPT THEREFORE ALL PURCHASE ORDERS AND NOTICES ISSUED
PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND
ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND
ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING
TO BE A TRUE AND CORRECT COPY OF AND
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCENDED.



Mark A. Franklin, President

01/04/2024

DATE



TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

MASTER INTERLOCAL PURCHASING AGREEMENT

THIS MASTER INTERLOCAL AGREEMENT ("ILA"). made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and The Town of Trophy Club, TX, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "Participant," having its principal place of business at 1 Trophy Wood Drive, Trophy Club, TX 76262.

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, NCTCOG has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that is authorized to enter into this Agreement on 7-12-2022 (Date), and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the Participant do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency that the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: SCOPE OF SERVICES

The Participant appoints NCTCOG its true and lawful purchasing agent for the purpose of certain products and services ("Products" or "Services") through the TXShare Program. Participants will access the Program through www.TXShare.org. All purchases under this Agreement shall comply with applicable Texas competitive bidding statutes as well as the specifications, contract terms and pricing applicable to such purchases. NCTCOG may also serve as a coordinating agent to administer the use of eligible Participant contracts to other participants of TXShare. The eligibility of such contracts will be determined by incorporation of coordinating agent authorization in Participant's solicitation documents. Title to all products purchased under the TXShare Program shall be held by Participant unless otherwise agreed. Nothing in this Agreement shall preclude the Participant for purchasing Products and/or Services offered in the TXShare Program directly from the vendor/supplier.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

ARTICLE 3: PAYMENTS

Upon delivery of goods or services purchased and presentation of properly documented invoice, the Participant shall promptly, and in any case within thirty (30) days, pay the contracted provider the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall NCTCOG have any financial liability in the Participant for any goods or services Participant purchase through the TXShare Program.

ARTICLE 4: PERFORMANCE PERIOD

This Agreement shall be effective when signed by the last party whose signing makes the Agreement fully executed and will remain in full force and effect for one (1) year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with Article 6 below. Any modifications of this Agreement must comply with the requirements of Article 5 below.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered through the TShare Program.

ARTICLE 6: TERMINATION PROCEDURES

NCTCOG or the Participant may cancel this Agreement for any reason and at any time upon thirty (30) days written notice by certified mail to the other party to this Agreement. The obligation of the Participant to pay for any Service and/or Products purchased under this Agreement, shall survive cancellation, as well as any other Participant costs incurred prior to the effective date of cancellation.

ARTICLE 7: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration, or any other local dispute mediation process before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Tarrant County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

TXShare

Your Public Sector Solutions Center

FOR NCTCOG Use Only

ILA No: _____

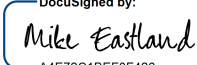
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation to solely pay funds.
- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Council of Governments
TXShare
616 Six Flags Drive, Arlington, TX 76011

Mike Eastland

NCTCOG Executive Director or Designee

DocuSigned by:

A4E72C1BEF0F426...

Signature of Executive Director or Designee

7/19/2022

Date

Town of Trophy Club
Name of Participating Agency

1 Trophy Wood Dr.
Mailing Address

Trophy Club, TX 76262
City State Zip

Wade Carroll, Town Manager
Name and Title of Authorized Official or Designee


Signature

7-12-2022
Date



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Jason Wise, Fire Chief

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement for eight APX 8500 all-band mobile radios with Motorola in the amount of \$76,456.80. (Jason Wise, Fire Chief)

BACKGROUND/SUMMARY:

The Trophy Club Fire Department is seeking to purchase and install eight (8) Motorola APX 8500 all-band mobile radios for emergency response vehicles. This purchase follows the discontinuation of the Motorola APX 6500 series, making it necessary to transition to a supported model. Motorola Solutions is the preferred vendor to ensure seamless integration with the department's existing communication infrastructure.

The APX 8500 all-band mobile radios are fully compatible with the current public safety radio system and play a vital role in supporting reliable, interoperable communication during multi-agency emergency responses. The purchase of the requested radios and associated services will be made through the HGAC Cooperative Purchasing Program, ensuring competitive pricing, procurement efficiency, and compliance with purchasing regulations.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Funding for this purchase is included in the FY 2026 Budget. One-half of the cost will be covered by the Town's Fire Equipment Replacement Fund, with the remaining half provided by Trophy Club Municipal Utility District No. 1 through the Town's General Fund.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Motorola Quote

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement for eight APX 8500 all-band mobile radios with Motorola in the amount of \$76,456.80.



TROPHY CLUB, TOWN OF

APX8500 QTY8

09/25/2025

09/25/2025

TROPHY CLUB, TOWN OF
1 TROPHY WOOD DR
TROPHY CLUB, TX 76262

RE: Motorola Quote for APX8500 QTY8

Dear Donnie Hurd,

Motorola Solutions is pleased to present TROPHY CLUB, TOWN OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide TROPHY CLUB, TOWN OF with the best products and services available in the communications industry. Please direct any questions to Jonathan Castilaw at jonathancastilaw@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jonathan Castilaw
MR Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
TROPHY CLUB, TOWN OF
1 TROPHY WOOD DR
TROPHY CLUB, TX 76262
US

Shipping Address:
TROPHY CLUB, TOWN OF
1 TROPHY WOOD DR
TROPHY CLUB, TX 76262
US

Quote Date:09/25/2025
Expiration Date:11/24/2025
Quote Created By:
Jonathan Castilaw
MR Account Executive
jonathancastilaw@callmc.com
469-263-5292

End Customer:
TROPHY CLUB, TOWN OF
Donnie Hurd
dhurd@trophyclub.org
682-237-2941

Contract: HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	8	\$6,558.00	\$4,787.34	\$38,298.72
1a	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	8	\$118.00	\$86.14	\$689.12
1b	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	8	\$118.00	\$86.14	\$689.12
1c	GA00580AA	ADD: TDMA OPERATION	8	\$530.00	\$386.90	\$3,095.20
1d	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	8	\$112.00	\$81.76	\$654.08
1e	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	8	\$1,766.00	\$1,289.18	\$10,313.44
1f	G78AT	ENH: 3 YEAR ESSENTIAL SVC	8	\$288.00	\$288.00	\$2,304.00
1g	W432AG	ADD: AUXILIARY SPKR 13W (3.2OHM)	8	\$85.00	\$62.05	\$496.40
1h	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	8	\$30.00	\$21.90	\$175.20
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	8	\$0.00	\$0.00	\$0.00
1j	G67EH	ADD: REMOTE MOUNT E5 MP	8	\$350.00	\$255.50	\$2,044.00
1k	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	8	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	8	\$607.00	\$443.11	\$3,544.88
1m	GA01670AA	ADD: APX E5 CONTROL HEAD	8	\$767.00	\$559.91	\$4,479.28
1n	W22BA	ADD: STD PALM MICROPHONE APX	8	\$85.00	\$62.05	\$496.40
1o	QA09113AB	ADD: BASELINE RELEASE SW	8	\$0.00	\$0.00	\$0.00
1p	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	8	\$353.00	\$257.69	\$2,061.52
1q	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	8	\$0.00	\$0.00	\$0.00
2	LSV00Q00203A	DEVICE INSTALLATION	8	\$889.43	\$889.43	\$7,115.44

Grand Total **\$76,456.80(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Tax Exemption Status

Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Jason Wise, Fire Chief

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a three-year purchase and professional services agreement with Symonds Flags and Poles, Inc. in an amount not to exceed \$35,000 for the purchase of flags and related maintenance and repair services. (Jason Wise, Fire Chief)

BACKGROUND/SUMMARY:

The Town of Trophy Club maintains eight (8) flag locations throughout the community, including key municipal facilities and public spaces. These flags require regular maintenance, timely repairs, and periodic replacement to ensure proper display in accordance with flag protocol.

The proposed three-year agreement with Symonds Flags and Poles, Inc., in an amount not to exceed \$35,000, will provide consistent, professional services for the upkeep of these locations. This agreement supports the Town's commitment to civic pride, public appearance, and respectful flag presentation by ensuring timely and reliable service across all flag sites.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

The total cost of \$35,000 will be distributed evenly over the three-year term of the agreement, resulting in annual expenditures between \$10,000 and \$12,000. This expenditure is included in the FY 2026 Fire Department General Fund Budget and will be incorporated into future budget cycles for the duration of the agreement.

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

ATTACHMENTS:

1. Symonds Flags Quotes

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a three-year purchase and professional services agreement with Symonds Flags

and Poles, Inc. in an amount not to exceed \$35,000 for the purchase of flags and related maintenance and repair services.



Symonds Flags and Poles, Inc.
250 W Airport Fwy
Irving TX 75062
United States

City of Trophy Club
Town Hall
1 Trophywood Dr
Trophy Club TX 76262
United States

Quotation # S06673

Quotation Date:
09/23/2025

Expiration:
11/30/2025

Salesperson:
Bea Symonds

Description	Quantity	Unit Price	Amount
US NYLON 20'X 38' - US Flag Trophy Lakes Dr. Flagpole	9.00	1,100.00	\$ 9,900.00
	Units		
US NYLON 20'X 38' - US Flag Trophy Club Dr. Flagpole	9.00	1,100.00	\$ 9,900.00
	Units		
US NYLON 5X8	9.00	70.00	\$ 630.00
5' x 8' US Nylon Flag - US Flag Admin Building	Units		
TEXAS NYLON 5' X 8' - Texas Flag Admin Building	9.00	65.00	\$ 585.00
	Units		
US NYLON 5X8	9.00	70.00	\$ 630.00
5' x 8' US Nylon Flag - US Flag Fire Station	Units		
TEXAS NYLON 5' X 8' - Texas trophy clubFlag Fire Station	9.00	65.00	\$ 585.00
	Units		
US NYLON 5X8	9.00	70.00	\$ 630.00
5' x 8' US Nylon Flag - US Flag Baseball Fields	Units		
TEXAS NYLON 5' X 8' - Texas Flag Baseball Fields	9.00	65.00	\$ 585.00
	Units		
[SP-358] 5X8 - Single - Custom Printed	9.00	175.00	\$ 1,575.00
5' x 8' - Custom Printed SF Nylon Flag "Town of Trophy Club" - For Baseball Fields	Units		



Symonds Flags and Poles, Inc.
250 W Airport Fwy
Irving TX 75062
United States

US NYLON 6X10	9.00	91.00	\$ 819.00
6' x 10' US Nylon Flag - Town Hall	Units		
[SP-358] 5X8 - Single - Custom Printed 5' x 8' - Custom Printed SF Nylon Flag "Town of Trophy Club" - For Town Hall	9.00	175.00	\$ 1,575.00
	Units		
TEXAS NYLON 5' X 8' - Town Hall	9.00	65.00	\$ 585.00
	Units		
US NYLON 5X8	9.00	70.00	\$ 630.00
5' x 8' US Nylon Flag - Veterans Memorial	Units		
US NYLON 3X5	9.00	32.00	\$ 288.00
3' x 5' US Nylon Flag - Harmony Park	Units		
[SP-358] 5X8 - Single Custom Printed 5' x 8' - Custom Printed SF Nylon Flag "Town of Trophy Club" - For Town Hall	2.00	175.00	\$ 350.00
	Units		
Labor Service Contract for one year. Includes flag hangs and minor repairs to flags and flagpoles.	1.00	1,800.00	\$ 1,800.00
	Hours		
<i>The Price Of The Flags Is For A 3 Year Contract. The Labor Service Contract Is For 1 Year, It Includes Flag Hangs and Minor Repairs To Flags and Flagpoles</i>			

Total			\$ 31,067.00
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Terms & Conditions: <https://symondsflags.odoo.com/terms>

Payment terms: Immediate Payment



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Chase Ellis, Director of Parks & Recreation

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a purchase agreement with Turf and Soil Management, LLC for the procurement of an ABI Force Z-23 Laser Grading Machine in the amount of \$34,999. (Chase Ellis, Director of Parks & Recreation)

BACKGROUND/SUMMARY:

As part of the FY 2026 Capital Equipment Replacement Plan, the Parks and Recreation Department identified the need to replace aging infield maintenance equipment used for the preparation and upkeep of the Town's baseball fields. The proposed purchase of an ABI Force Z-23 Laser Grading Machine from Turf and Soil Management, LLC will enhance the department's ability to efficiently level and maintain infield surfaces, improving playability and safety for users.

This purchase replaces two older units, a 2017 ABI Force model and a 2014 Toro Sand Pro, both of which have reached the end of their useful service lives and require increasing maintenance. The new Z-23 model offers improved precision, grading capability, and operator efficiency, resulting in better field conditions and reduced staff time for maintenance.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding for this equipment is available in the FY 2026 Budget in the Parks & Recreation Equipment Replacement Fund.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. ABI Force Z-23 Quote

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a purchase agreement with Turf and Soil Management, LLC for the procurement of an ABI Force Z-23 Laser Grading Machine in the amount of \$34,999.

Turf Equipment Quotation

Invoice to:

Town of Trophy Club
Chase Ellis
1 Trophy Wood Drive
Trophy Club, Tx 76262
cellis@trophyclub.org



Date: 10/14/2025

Turf and Soil Management, LLC
1209 S. Parkway Drive
Alvarado, Texas 76009
(817) 854-1210
www.turfandsoil.net

Ship to:

Town of Trophy Club
Chase Ellis
1 Trophy Wood Drive
Trophy Club, Tx 76262
cellis@trophyclub.org

Equipment...

Products...

Service...

Will Dutton

GM Grounds & Robotics

T&S Management, LLC

Cell: 214-500-5409

will@turfandsoil.net

Qty	Manufacturer	Model	Description	Total
1	ABI	10-99144	ABI Force Z-23 SLT Machine w/Laser Ready & Tweels	\$31,926.53
1	ABI	10-90165	Vibraflex 3800	\$849.00
1	ABI	10-99029	Mini-Box Blade - Solid Edge (Sport Fields)	\$799.00
1	ABI	10-99137	6' Rigid Drag Mat w/ Level Bar	\$599.00
1	ABI	10-99149	Stealth Blades (Set of 7)	\$699.00

Destination and Dealer Fees			\$126.47
Sub Total			\$34,999.00
Sales Tax 8.25%			Exempt
Final Total			\$34,999.00

GENERAL CONDITIONS/ PARTIES/CONTRACT ACCEPTANCE:

As used herein Buyer shall be defined to be the Purchaser described on the first page of this Agreement/Invoice. Seller shall be defined to mean Turf and Soil Management, LLC. Any written or oral purchase order received by Seller from Buyer shall be construed as a written acceptance of Seller's offer to sell and shall be billed in accordance with the terms and conditions of Sale set forth herein. Seller's acceptance of this order is expressly conditioned on Buyer's consent to the terms and conditions of Sale contained herein. The terms and conditions of Sale contained herein shall prevail over any conflicting or different terms in Buyer's oral or written purchase order unless Buyer notifies Seller in writing of its objections within ten (10) days of receipt of Seller's acknowledgment. Buyer's standard terms of purchase will not be considered a counter offer to Seller's terms and conditions of Sale. The failure of Seller to object to any provisions and conflict herewith, further contained on Buyer's purchase order or otherwise, shall not be construed as a waiver of the provisions hereof nor an acceptance thereof.

All quotations are made for prompt acceptance and any terms quoted are subject to change without notice after thirty (30) days from the quotation unless otherwise noted on the quotation. Any quotation for any product or services is made subject to prior Sale. All prices quoted, shown or invoiced are in U.S. Dollars and are FOB Seller's point of shipment. Any cost for banking charges resulting from electronic funds transfers or similar such charges as a result of Buyer's choice of method of payment shall be borne and paid for by Buyer. All amounts due to Seller from Buyer are payable in Alvarado, Johnson County, Texas and shall be due net thirty (30) days from date of invoice, unless otherwise stated. Buyer agrees that any past due amount shall bear interest from due date until paid at the lesser amount of 18% per annum or the maximum non-usurious rate of interest permitted by applicable laws in effect, from time to time.

Seller shall use every effort, as conditions permit, to make shipment as scheduled. However, Seller shall not be responsible for any loss or damage to Buyer resulting from deviations in the shipping schedule, whether due to Acts of God, orders bearing priority ratings established pursuant to law, differences with workmen, local labor shortages, shortages of product sources or failure of raw materials, supplies, fuel, power or transportation, breakdown of equipment or any other causes beyond Seller's reasonable control or any such other cause not expressly enumerated herein, which is out of Seller's reasonable control. Seller shall have such additional time as required to perform as may be reasonably necessary under the circumstances and shall have the right to apportion products among its customers in such a manner as Seller, in its sole discretion, may consider to be equitable. In no event shall Seller be liable for any consequential damages or labor costs resulting from failure or delay in shipment. If the product being provided to Buyer requires drawings, procedures, standards or other material for approval, shipping schedules will be calculated from the time such approvals are received by Seller. Any inspections or testing required may affect product production and/or delay shipment accordingly.

In consideration of the purchase of the goods hereunder, Buyer assumes all risks inherent in the operation and use of such goods or equipment and releases Seller from any claim for bodily injury (including death) resulting therefrom or damage to Buyer's property resulting from or arising in connection with Buyer's use or possession of the goods purchased. Buyer further agrees to assume the entire liability for, defense of and to pay, indemnify and hold Seller harmless from any and all claims for damage to property or bodily injury (including death) resulting from the use, operation of or possession of such goods or equipment, whether or not it be held or claimed that such damage or injury resulted, in whole or in part, from Seller's negligence, from the defective conditions of such goods being purchased, strict liability or otherwise.

		Customer Acceptance
Pricing:	Product Quoted from TIPS Contract # 24010401	

		Name
Taxes:	Tax Exempt	

Delivery:	30 Days ARO	Title
Payment Terms:	Net 30 Days ARO	

		Date
Warranty:	Manufacturers' Stated	



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Denise Deprato, Director of Human Resources

AGENDA ITEM: Consider a resolution adopting the updated Human Resource Policies, Travel and Training Policy, and Artificial Intelligence Policy. (Denise Deprato, Director of Human Resources)

BACKGROUND/SUMMARY:

Pursuant to the Town Charter, the Town Council is designated as the approving authority for all municipal policies. The Town's Human Resource Policies last underwent a comprehensive review in 2006. In the intervening years, substantial changes have occurred in federal and state employment laws, best practices in public-sector human resource management have evolved, and the Town's internal administrative procedures have been refined—all of which necessitated a complete policy overhaul.

In 2025, Town staff, in close collaboration with the Town Manager and Town Attorney, conducted and completed a comprehensive review, rewrite, and modernization of the Human Resource Policies. This process was undertaken to ensure compliance with current legal standards, alignment with applicable Town ordinances, and consistency with operational practices. The updated policies reflect contemporary human resource standards and support the Town's ongoing commitment to organizational excellence and responsible governance.

As part of this effort, the policies were reformatted to conform to the Town's updated policy template, introduced in 2023. The revised format enhances clarity, accessibility, and usability for both employees and supervisors. The policies have been streamlined, simplified, and modernized to establish a more efficient and legally sound framework for human resource administration.

The Town's current Travel and Training Policy establishes directives for employee travel, lodging, meal, and mileage reimbursements. The proposed update aligns the Town's per diem reimbursement rates with the U.S. General Services Administration (GSA) domestic travel rates. These rates, which are updated annually, reflect regional cost-of-living variations for lodging and meals. Adopting these standardized rates promotes fiscal responsibility, simplifies reimbursement processing, and ensures consistency across departments.

In addition, the updated policy accounts for meals included in conference registrations by reducing the per diem allowance accordingly, ensuring compliance with federal standards and preventing duplicate reimbursements. All other revisions are minor adjustments intended to clarify existing language, improve formatting, and enhance overall readability. This update does

not increase the budget but modernizes reimbursement practices by linking them to a nationally recognized standard.

The Town of Trophy Club's Artificial Intelligence (AI) Policy establishes clear standards for the ethical, transparent, and lawful use of AI technologies by employees, contractors, and vendors, in alignment with the Texas Responsible Artificial Intelligence Governance Act (TRAIGA). This policy ensures that the Town harnesses the benefits of emerging AI tools responsibly while safeguarding residents' privacy, protecting data integrity, and upholding public trust. It promotes responsible innovation by outlining acceptable uses—such as drafting communications, automating tasks, and analyzing data—while prohibiting misuse involving confidential information, biased or misleading outputs, and unauthorized depictions of individuals. The policy underscores the importance of human oversight, data security, transparency, and accountability, with annual training and review to ensure ongoing compliance and ethical application of AI technologies in support of the Town's operations and community engagement.

The updated Human Resource Policies, Travel and Training Policy, and Artificial Intelligence Policy are hereby presented to the Town Council for formal consideration and approval.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: Funding associated with the review and implementation of the updated Human Resource Policies, Travel and Training Policy, and Artificial Intelligence Policy are included in the FY 2026 Budget.

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

ATTACHMENTS:

1. Resolution
2. Exhibit A: Human Resources Policies
3. Exhibit B: Travel and Training Policy
4. Exhibit C: Artificial Intelligence Policy

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution adopting the updated Human Resources Policies, Travel and Training Policy, and Artificial Intelligence Policy.

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING THE HUMAN RESOURCES POLICIES, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “A”; APPROVING THE TRAVEL AND TRAINING POLICY, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; AND APPROVING THE ARTIFICIAL INTELLIGENCE (AI) POLICY, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “C”; AUTHORIZING THE TOWN MANAGER TO MAKE MINISTERIAL REVISIONS TO SAID POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to the Town Charter, the Town Council is designated as the approving authority for all municipal policies, including those governing human resources; and

WHEREAS, the Town of Trophy Club Human Resources Policies outlines the Town Council’s established directive for various employee related matters; and

WHEREAS, the Town Council is dedicated to maintaining a competitive employee benefit packet to retain and recruit highly qualified employees; and

WHEREAS, the Town Council adopted the Town of Trophy Club Human Resources Policy and Procedure Manual by Resolution 2024-19 on October 14, 2024, and adoption of the attached Human Resources Policies hereby replaces and supersedes the previously adopted policy (Exhibit “A”); and

WHEREAS, the Town Council previously included travel and training provisions within the Town’s Human Resources Policy and Procedure Manual, and the adoption of the attached Travel and Training Policy (Exhibit “B”) establishes a stand-alone policy to replace and supersede those provisions; and

WHEREAS, the Town Council desires to establish clear guidance regarding the appropriate and ethical use of artificial intelligence within Town operations through adoption of the attached Artificial Intelligence (AI) Policy (Exhibit “C”); and

WHEREAS, the Town Council recognizes the need for the Town Manager to make ministerial revisions to the Human Resources, Travel and Training, and Artificial Intelligence (AI) Policies to address administrative clarifications and corrections; and

WHEREAS upon consideration, the Town Council finds and determines it to be in the best interest of the Town to adopt Exhibit “A” as the Town’s Human Resources Policies, Exhibit “B” as the Town’s Travel and Training Policy, and Exhibit “C” as the Town’s Artificial Intelligence (AI) Policy.

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

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

Section 2. The Town Council has reviewed the Human Resources Policies, and hereby adopts the said policies set forth in Exhibit "A" a copy of which is attached hereto and incorporated herein in its entirety.

Section 3. The Town Council has reviewed the Travel and Training Policy and hereby adopts said policy as set forth in Exhibit "B", a copy of which is attached hereto and incorporated herein in its entirety.

Section 4. The Town Council has reviewed the Artificial Intelligence (AI) Policy and hereby adopts said policy as set forth in Exhibit "C", a copy of which is attached hereto and incorporated herein in its entirety.

Section 5. The Town Council hereby authorizes the Town Manager to make ministerial revisions to the Human Resources, Travel and Training, and Artificial Intelligence (AI) Policies.

Section 6. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED by the Town Council of the Town of Trophy Club, Texas, on this 27th day of October 2025.

Jannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED TO AS FORM:

Dean Roggia, Town Attorney

EXHIBIT "A"
HUMAN RESOURCES POLICIES

EXHIBIT "B"
TRAVEL AND TRAINING POLICY

**EXHBIT “C”
ARTIFICIAL INTELLIGENCE (AI) POLICY**

Human Resources Administrative Authority Policy

Policy Number	TM - 500
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The Town Human Resources Policy provides statements of policy and establishes the directives relating to Human Resources administration that are necessary to effectively and efficiently manage Town operations. Nothing herein shall be construed by anyone as a contract of employment. These Policies and Procedures are guidelines, which the Town Council may change, alter, suspend, and/or interpret at any time, with or without advance notice. Any questions concerning the interpretation or applicability of the following policies and procedures should be referred to Human Resources.

2. POLICY

- A.** Apart from matters reserved by state law or the Home Rule Charter to the Town Council, the general and final authority for Town personnel administration rests with the Town Manager. The Town Manager is designated as the chief operations officer and the head of the administrative branch of the Town government, responsible to the Town Council for the operations and administration of all the affairs of the Town, including the hiring, and when necessary for the welfare of the Town, removal of any employee, in conformity with the provisions of the Town's Human Resources policies and procedures, charter, and other applicable law.
- B.** The Town Manager's authority includes, but is not limited to, the following activities:
 - (1)** Discipline, discharge, or release of employees pursuant to the Town policies and procedures.
 - (2)** Direct the workforce.
 - (3)** Hire, assign, or transfer employees.
 - (4)** Determine the mission of the Town departments.

- (5)** Determine the methods, means, work schedules, and allocation/assignment of personnel needed to carry out the Town's mission.
- C.** Human Resources is responsible for the administrative function of the Town Human Resources Department and oversight of the Town Human Resources Policies in cooperation with department directors and managers.
- D.** Town departments, due to operational necessity may, with the approval of the Town Manager, develop department directives and procedures specific to the department's operations. All department directives and policies related to employment, including but not limited to overtime, recruitment, compensation, and employee scheduling must be reviewed by the Director of Human Resources prior to implementation. Any department-specific directive or procedure may not be inconsistent with or supersede the Town Human Resources Policies and is intended only to expand upon them as necessary for departmental operations.
- E.** Town Policies may be changed, altered, suspended, and/or interpreted at any time, with or without advance notice by the Town Manager. Except in case of an emergency, employees will be given five (5) days' written notice of any change.
- F.** Nothing in Town Policies shall be construed by anyone as a contract of employment. Town employment is at-will and can be terminated with or without cause and with or without notice at any time at the option of either the employee or the Town. This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the Town Council or Town Manager.
- G.** The Town Manager is authorized to develop all necessary procedures and forms to comply with requirements established in Town Policies.

DEFINITIONS

At-will Employment

Employment that can be terminated by either the employer or employee at any time, with or without cause or notice.

Home Rule Charter - The legal framework that outlines the powers and duties of the Town's governing body and departments.

Human Resources

The department responsible for the administration of policies related to employee relations and Town personnel.

Town

A designation utilized to indicate the Town of Trophy Club, Texas, acting in its capacity of Employer.

Town Council

The elected governing body responsible for the overarching policies of the Town.

Town Manager

The individual responsible for the overall management of Town operations and administration.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Trophy Club Home Rule Charter

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 101.00 – Human Resources Administration Authority

Section: 101.02 – The Town

Section: 101.03 Administration

Section: 101.04 Management Authority

Section: 101.05 Human Resources Policies & Procedures Manual

Human Resources Records Policy

Policy Number	TM - 501
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The Human Resources Records Policy establishes the directives governing the creation, maintenance, retention, and confidentiality of employee records necessary to support effective Human Resources administration and ensure compliance with applicable laws and regulations. This policy sets forth the authority of the Town Manager and the Department of Human Resources to manage personnel records, and directives to all Town staff regarding the proper handling, access, use, and safeguarding of Human Resources records.

2. POLICY

The Department of Human Resources is responsible for the day-to-day maintenance, security, and operational use of all Town employee personnel files and candidate records in accordance with applicable federal, state, and local laws, as well as Town policies. The Department shall ensure that all records are managed in a manner that protects confidentiality, supports operational needs, and complies with statutory retention and destruction requirements.

3. PERSONNEL FILES

A. Employee Records Shall Be Maintained as Follows

(1) Employee File

This file shall contain non-confidential personnel documents, including but not limited to onboarding forms, evaluations, disciplinary actions, and personnel change notices.

(2) Confidential Employee File

This file shall contain all confidential employee records that are not typically released to any party, including but not limited to personally protected information, medical documentation, leave requests, and benefit documentation. These files shall be maintained in compliance with ADA, HIPAA, and other applicable privacy regulations.

(3) I-9 Documentation

I-9 forms and supporting documents shall be maintained in a separate folder or binder. These documents shall not be stored in either of the files referenced in items 1 and 2 above, in accordance with federal IRCA guidelines.

B. Department Personnel Files

(1) Official Personnel Files

The Department of Human Resources is responsible for maintaining the official Personnel Files for all current and former employees. Individual departments are prohibited from maintaining separate personnel files to ensure centralized control, consistency, and compliance with applicable federal, state, and local laws.

(2) Public Safety Departments

- a. Public Safety Departments (e.g., Police and Fire) shall securely maintain certification records and other documentation required by state or federal law (e.g., Texas Commission on Law Enforcement or Fire Service certifications). These records shall be:
 - i. Kept separate from supervisory folders and official Personnel Files.
 - ii. Stored in a secure location designated by the department, with access limited to authorized personnel.

(3) Supervisory Folders

- a. Supervisors may maintain a supervisory folder to support the preparation of annual performance evaluations and ongoing employee management. These folders may contain:
 - i. Supervisor notes regarding employee performance, including observations, feedback, and informal coaching records.
 - ii. Documentation of employee accolades, achievements, or recognition.
 - iii. Temporary records, such as training attendance logs or project-specific notes, that are relevant to performance evaluations.
- b. **Security of Supervisory Folders**

- i. All supervisory folders shall be maintained securely to protect employee privacy and confidentiality:
 - Physical supervisory folders shall be stored in a locked cabinet or drawer within the supervisor's office, accessible only to the supervisor and authorized personnel.
 - Digital supervisory folders shall be stored in the supervisor's network folder with access restricted to the supervisor, manager, director and, if necessary, the Department of Human Resources or Town Manager.
 - Supervisors shall not store sensitive or confidential information, such as medical records, Social Security numbers, or other personally identifiable information (PII), in supervisory folders.

c. Transfer of Supervisory Folder Contents

Upon an employee's transfer, promotion, or termination, or when a supervisor leaves their position:

- i. All relevant documentation in the supervisory folder that is not duplicative of the official Personnel File shall be forwarded to the Department of Human Resources for review and inclusion in the official Personnel File, as appropriate.
- ii. Temporary or informal notes not intended for long-term retention shall be destroyed in a secure manner (e.g., shredding for physical documents or secure deletion for digital files) in accordance with the Town's Records Destruction Policy.

d. Retention of Supervisory Folders

Supervisory folders shall not serve as permanent records. Documents in supervisory folders that are not transferred to the official Personnel File shall be retained only for the period necessary to support performance evaluations or other operational needs, as determined by the Department of Human Resources in consultation with the Department Director, and in compliance with the Town's Records Retention Schedule.

C. Securing Personnel Files

- (1)** All personnel files outlined in Section A shall be secured in a secure location designated by the Department of Human Resources, herein referred to as the Human Resources Records Room.
- (2)** Access to the Human Resources Records Room shall be limited to the Department of Human Resources, Town Secretary, and the Town Manager. Additional personnel may be granted access upon approval by the Town Manager.
- (3)** In the event that long-term storage is necessary, the Department of Human Resources shall coordinate with the Town Secretary's Office to procure secure off-site long-term storage in compliance with records retention regulations.

D. Destruction of Records

Destruction of personnel records will be carried out in accordance with the Town's Records Management Ordinance and Records Management Plan, under the coordination of the Town Secretary.

E. Employee Responsibility and Rights

- (1)** Employees are required to notify the Department of Human Resources and complete any required forms to update personal information, including but not limited to name, address, telephone number, marital status, and emergency contact details.
- (2)** Limited information may be updated through the Employee Self Service (ESS) Portal such as address and telephone number.
- (3)** An employee who objects to material in their personnel file on the grounds that it is inaccurate, or misleading may submit a written statement relating to the material, which shall be included in the employee's file.

4. PERSONNEL FILE ACCESS / RELEASE OF INFORMATION

A. Personnel Files May Be Accessed as Follows:

- (1)** By the employee, their designated representative, or another individual authorized through a signed release of information, in accordance with applicable privacy laws.
- (2)** By a Town employee with immediate supervisory authority over the employee, as well as the employee's Manager or Director and the Town Manager, on a need-to-know basis.

- (3) As required by law, including lawful subpoenas, court orders, or valid public information requests. Disclosure will be subject to statutory exceptions in accordance with the Public Information Act.
 - (4)
-

DEFINITIONS

Confidential Employee File

A separate file maintained for documents containing sensitive or protected information, including but not limited to medical records and benefit information, protected from disclosure under federal or state privacy laws, the Texas Public Information Act, or other applicable legal authority.

Designated Representative

An individual authorized in writing by an employee to access their personnel file or receive information on their behalf.

I-9 Documentation

Federal forms and supporting documentation required under the Immigration Reform and Control Act (IRCA) to verify an employee's identity and authorization to work in the United States.

Personnel File

A collection of employment-related documents maintained by the Department of Human Resources for each employee. This includes non-confidential records such as evaluations, personnel change notices, and onboarding documents.

Protected Health Information (PHI)

Individually identifiable health information that is protected under the Health Insurance Portability and Accountability Act (HIPAA), including medical records and benefits-related data.

Record Destruction

The process of permanently eliminating records, either through physical destruction (e.g., shredding) or secure electronic deletion, in accordance with the Town's Records Management Ordinance and Records Management Plan.

Retention Schedule

A document issued by the state library and archives commission under authority of the Texas Government Code, as amended, establishing mandatory retention periods for local government records.

Secure Storage

A locked physical or password-protected digital location that meets state and federal requirements for protecting confidential or sensitive information from unauthorized access.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Family and Medical Leave Act (FMLA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Immigration Reform and Control Act (IRCA)
- Texas Local Government Records Act

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 102 – Human Resources Records

Confidentiality Policy

Policy Number	TM-502
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The Town Council Confidentiality Policy establishes the directives governing the responsible handling, protection, and non-disclosure of confidential information obtained or accessed by Town Representatives in the course of their duties. This policy applies to all Town Representatives and encompasses a wide range of sensitive information, including but not limited to employee records, financial materials, public safety data, customer and resident information, and other legally protected content. The purpose of this policy is to promote the integrity and trustworthiness of Town operations, ensure compliance with applicable laws and regulations, and safeguard the privacy and interests of individuals and entities served by the Town.

2. POLICY

All employees, elected officials, contractors, interns, and volunteers of the Town (hereinafter referred to as "Town Representatives") are required to protect and maintain the confidentiality of sensitive information obtained through their employment or Town business, regardless of the format or source of that information. Town Representatives must exercise sound judgment and adhere to established protocols when accessing, handling, storing, discussing, or disclosing confidential information. Unauthorized access to or disclosure of such information is strictly prohibited and may result in disciplinary action, up to and including termination of employment, and potential legal consequences. It is the responsibility of each Town Representative to understand and comply with this policy, as well as to report any suspected breach of confidentiality through the appropriate channels.

3. CONFIDENTIALITY OF INFORMATION

- A.** Town Representatives may, while performing their duties, have access to or gain knowledge of confidential information. This includes any information not otherwise available to persons outside the Town and may encompass privileged information, personnel data, financial records, public safety and customer data, or legally protected

materials, and medical information covered under state and federal laws, including the Health Insurance Portability and Accountability Act (HIPAA).

- B.** Town Representatives are strictly prohibited from discussing or disclosing any confidential information except when necessary to carry out their job duties and only with individuals who are authorized to receive such information. This includes information about employees, residents, businesses, or any other party served by the Town. Confidential medical information may only be shared in accordance with HIPAA regulations, or other applicable laws, and only when such disclosure is required to perform official duties, or when the subject of the information consents to its release.
- C.** If a Town Representative has concerns regarding the potential misuse or unauthorized disclosure of confidential information, they must promptly report their concerns to their Department Director. In the event of a conflict or uncertainty, concerns should be directed to the Director of Human Resources or the Town Manager.
- D.** Any misuse, mishandling, or unauthorized disclosure of confidential information, constitutes a violation of this policy. Violators will be subject to disciplinary action, up to and including termination of employment or removal from their role and may face legal consequences where applicable.

4. Health Insurance Portability and Accountability Act (HIPAA)

- A.** Authorized employees may access certain confidential health information only as legally permitted under the Health Insurance Portability and Accountability Act (HIPAA) and related federal and state laws. Employees must adhere to all legal requirements regarding the safekeeping, use, and disclosure of such information to ensure its privacy and security.
- B.** All employees with access to protected health information (PHI) are required to complete HIPAA training upon hire and periodic refresher training as determined by the Town to maintain compliance with legal and regulatory requirements.

DEFINITIONS

Confidential Information

Any non-public information, data, or material obtained, accessed, or generated through Town operations that is not intended for public disclosure. This includes, but is not limited to, portions of personnel files, financial data, procurement materials before a contract is signed, certain public safety information, certain customer and resident information, medical records, legal documents, and any other information protected by local, state, or federal law.

Medical Information

Any information, data, or documentation relating to an individual's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an individual's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other type of short or long-term health care facility.

Town Representatives

For the purposes of this policy, the term refers to all individuals acting on behalf of the Town in any capacity, including but not limited to employees, elected officials, contractors, interns, and volunteers.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Fair Credit Reporting Act (FCRA)
- Family and Medical Leave Act (FMLA)
- Freedom of Information Act (FOIA)
- Health Insurance Portability and Accountability Act (HIPAA)
- Texas Health & Safety Code – Chapter 181 (Texas Medical Privacy Act)
- Texas Labor Code – Chapter 21 (Employment Discrimination and Medical Privacy)
- Texas Public Information Act (TPIA)
- Texas Identity Theft Enforcement and Protection Act

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 103 – Confidentiality of Information Policy

Section: 104 – HIPAA – Law Enforcement Guidance

Section: 105 – Medical Information Confidentiality Policy

Code of Conduct Policy

Policy Number	TM - 504
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to establish and communicate the Town's expectations for ethical conduct, professional behavior, and legal compliance by all employees, officials, and representatives. This comprehensive policy outlines the Town's code of conduct and ethics, reinforcing the commitment to a workplace free from harassment, discrimination, and retaliation; promoting ethical decision-making; and upholding professional standards that reflect the values and mission of the Town. It serves as a directive to support a culture of accountability, transparency, and public trust in all aspects of municipal service.

2. POLICY

The Town is committed to upholding the highest standards of ethical conduct, professionalism, and compliance with all applicable federal, state, and local laws. All employees, officials, and representatives of the Town are expected to carry out their duties with integrity, fairness, and accountability, while fostering a safe, respectful, and inclusive work environment. This policy serves as a framework for promoting ethical behavior, protecting employee rights, and preserving public trust in the operations and leadership of the Town.

3. CODE OF CONDUCT

A. All Town employees, officials, and representatives are expected to conduct themselves in a professional, ethical, and respectful manner at all times. To support a productive and trustworthy workplace, employees must:

- (1)** Adhere to, implement, and uphold all Town policies, procedures, and applicable laws and regulations to ensure consistent compliance and accountability.
- (2)** Demonstrate courtesy and respect toward coworkers, supervisors, vendors, and members of the public, fostering a collaborative and professional environment that reflects the Town's commitment to dignity and inclusiveness.

- (3)** Perform assigned duties with integrity, professionalism, and a commitment to public service, ensuring work is carried out efficiently, effectively, and in a manner that upholds the public trust.
 - (4)** Maintain a clean, safe, and orderly workspace, reflecting responsible stewardship of Town resources and a commitment to preserving public trust.
 - (5)** Cooperate fully and transparently in all Town-led investigations or inquiries, supporting the Town's commitment to accountability and integrity.
 - (6)** Promptly disclose any felony conviction, regardless of whether it occurred prior to or during employment, to ensure transparency and maintain the integrity of the Town's workforce.
- B.** Employees are expected to maintain the highest standards of professional conduct. The following behaviors are strictly prohibited; this list is illustrative and not exhaustive.
- (1)** Violating any Town policies, procedures, or applicable laws.
 - (2)** Falsifying or knowingly providing false information on any Town record, report, or application.
 - (3)** Reporting to or working while impaired by alcohol, illegal drugs, or other substances that affect job performance or safety.
 - (4)** Engaging in insubordination, threats, intimidation, assault, harassment, discrimination, retaliation, or disrespectful behavior toward supervisors, coworkers, vendors, members of the public, or others in contact with the Town.
 - (5)** Theft, misuse, damage, or unauthorized removal of Town property or the property of Town employees.
 - (6)** Unauthorized access, use, or disclosure of confidential or sensitive Town information.
 - (7)** Participating in gambling or betting activities on Town premises or during working hours.
 - (8)** Neglecting duties, including failure to comply with departmental or Town rules, procedures, or safety protocols, or failing to report loss or damage of Town property.

4. ETHICAL CONDUCT

- A.** All employees are held to the ethical standards outlined in Article 1.05 Code of Ethics and Conduct in the Town's Code of Ordinances and are expected to comply fully with its provisions. Town employees must avoid any activities, relationships, or transactions that compromise their impartiality, objectivity, or effectiveness in performing their duties, or that could harm the Town's interests or reputation. Employees are prohibited from soliciting, accepting, or offering gifts, gratuities, favors, entertainment, rewards, or any item of value that could influence, or appear to influence, their professional judgment or job performance. While the Town supports employees' rights to participate in voting and political activities as private citizens, employees must comply with restrictions on the use of work time, Town resources, and their official position in connection with any political activity.

B. Avoiding Conflicts of Interest and Improper Conduct

- (1)** Employees must avoid any actions, whether explicitly prohibited or not, that could create the appearance of:
- a. Using their public position for personal gain.
 - b. Giving special treatment to any person or organization.
 - c. Interfering with government efficiency or financial responsibility.
 - d. Losing impartiality or independence in their duties.
 - e. Making decisions outside proper official channels.
 - f. Undermining public trust in the integrity of the Town government.
 - g. Associating their public role with any unauthorized policy, product, service, or communication, including the use of the Town's name, logo, or resources without official approval.

5. CONFLICTS OF INTEREST

A. Financial Interests

- (1)** Texas Local Government Code, Chapter 171 restricts Town officials from acting as sureties for businesses working with the Town or voting on matters involving businesses or property where they or close relatives have a financial interest.
- (2)** Employees must disclose any financial interest in transactions involving the Town to their Department Director or the Town Manager before any contact.

The Department Director or Town Manager will notify the Town Attorney of any potential conflict. This applies to interests held by the employee or close family members (spouse, children, parents, siblings, grandparents, grandchildren, and in-laws).

- (3) Even if no conflict is found, employees must not receive special favors or concessions and must ensure all Town dealings are handled impartially and fairly.

B. Representing Others

- (1) Employees may not act as representatives or spokespeople for others before the Town on matters related to their job duties, except when:
 - a. Performing official duties,
 - b.
 - c. Expressing personal opinions on Town matters or representing themselves in matters pending before the Town; however, the employee is prohibited from wearing work uniforms or other clothing to identify that individual as a Town employee.
- (2) Employees are also prohibited from participating in any legal action or proceeding involving the Town except when required to do so as part of their job duties, in compliance with a subpoena, or when otherwise required by law.

C. Use of Position or Information

- (1) **Use of Official Position**
Employees must not use their position, ID, or business cards for personal gain, special privileges, or solicitations. Lending or copying official IDs without approval is prohibited.
- (2) **Use of Town Name or Image**
Employees may not allow their name, photo, title, or the Town's name/logo to be used for endorsements, ads, or solicitations without Town Manager approval.

D. Gifts and Gratuities

- (1) **State Law Restrictions**
 - a. Employees must comply with Texas Penal Code Chapter 36, which prohibits:

- i. Bribery: offering or receiving benefits to influence official actions.
- ii. Coercion: forcing an employee to misuse official power.
- iii. Improper private communications influencing official decisions.
- iv. Witness tampering: offering or receiving benefits to influence testimony or attendance.
- v. Retaliation against employees, witnesses, or informants.
- vi. Accepting certain gifts.

(2) Town Policy on Gifts and Gratuities

a. Prohibited Gifts

- i. Employees shall not solicit or accept gifts or gratuities, including food or drink, from individuals, businesses, vendors, contractors, licensees, or customers of the Town. This prohibition shall not apply to the occasional unsolicited non-monetary gifts of less than fifty dollars (\$50.00) in value.
- ii. Employees shall not accept monetary or gift card donations in any amount (including tips). Any monetary gift or gift card received will be delivered to the Department Director and/or the Director of Human Resources.
- iii. Employees may not seek or accept any fees, rewards, or reimbursements related to their official duties.
- iv. These rules also apply to gifts received by immediate family members (spouse, children, parents, siblings, grandparents, grandchildren, and in-laws).

b. Permitted Gifts

- i. Gifts from friends or family based on personal relationships, unrelated to Town business.
- ii. Awards from charitable, professional, social, or civic organizations recognizing public service or achievement.
- iii. Attendance at widely attended professional or industry events discussing matters relevant to the Town, preferably paid for by the Town.
- iv. Unsolicited promotional items of nominal value (e.g., pens, calendars) under \$50.

- v. Gifts intended for the benefit of the entire Town or a specific department, which may be used collectively by staff or shared Town-wide, with approval from the Town Manager.

c. Uncertain Cases

If unsure whether a gift is allowed, employees must submit details (description, donor, date received, intended use) to their Department Director or Town Manager for a decision before accepting.

d. Denied or Prohibited Gifts

- i. If a gift is denied or prohibited, employees must:
 - Return the gift to the donor if known; or
 - Deliver the gift to the Department Director and/or the Director of Human Resources. With approval of the Town Manager, such gifts will be distributed as permitted by law and this policy.

E. Honoraria and Expert Testimony

(1) Honoraria

- a. In accordance with Texas Penal Code § 36.07, employees may not solicit, accept, or agree to accept honoraria (i.e., payment for speaking, appearances, or services) from any non-Town source for services that the employee would not have been requested to provide but for their official position or duties with the Town.
- b. This restriction applies to both on-duty and off-duty activities.
- c. Reasonable travel, meals, or lodging may be accepted in connection with a conference or similar event in which the employee renders services, such as addressing an audience or engaging in a seminar, to the extent that those services are more than merely perfunctory when permitted by law, but must be pre-approved by the employee's Department Director or Town Manager.
- d. Statutory witness fees are not considered honoraria and may be accepted as allowed by law.

(2) Expert Testimony

Employees are prohibited from providing expert testimony in any official or private capacity without prior approval from the Town Manager and coordination with the Town Attorney's Office. If testimony is authorized, any associated fees may be accepted only with prior approval.

(3) Use of Town Resources

No honorarium or expert testimony engagement may involve the use of non-public Town information, Town staff, or Town property unless expressly authorized in writing by the Town Manager, and only if such use is determined to be in the public interest.

F. Political Activity

(1) Prohibited Political Activities

- a. In order to maintain a high level of professionalism within the City and maintain the proper operation of a democratic government, an employee of the City shall not:
 - i. Coerce another employee to participate in, or to refrain from participating in, a political campaign; or
 - ii. Require an employee to contribute to any political fund, render any political service, or support any political election or punish an employee in any way for refusing to do so.
- b. Endorsements as City Employees. Employees are prohibited from using their official capacity to influence, interfere with, or affect the results of an election. City employees shall not participate in any of the following types of activities:
 - i. Employees, during hours of work or while in uniform, shall not take an active part in any political campaign for an elective position. The term "active part" includes but is not limited to the following:
 - making political speeches;
 - passing out cards or other political literature;
 - writing letters or signing petitions;
 - actively and openly soliciting votes; or
 - making public remarks about the candidates for such elective positions.
 - ii. Employees shall not engage in any activity which could be construed as giving Town sanction to any candidate for public office. This includes, but is not limited to, the following:
 - soliciting votes, wearing campaign buttons, or distributing campaign literature at work or in a City uniform or in the offices or buildings of the Town;
 - listing the employee's position or occupation in an endorsement of a candidate for public office; or

- addressing political gatherings in support of, or in opposition to, a partisan candidate where the employee's occupation is mentioned or listed.
- c. Candidates for Trophy Club Town Council. Any Town employee who is elected to Trophy Club Town Council shall resign.
- d. Candidates for Political Office. Employees shall not hold an appointive or elective office in any jurisdiction, or any other office where service would constitute a direct conflict of interest with Town employment. If an employee decides to assume such an office, the employee shall resign from Town employment or shall immediately forfeit employment with the City.

6. REPORTING CONDUCT AND ETHICS VIOLATIONS

- A.** The Town is committed to the highest standards of ethical, legal, and professional conduct. Employees are encouraged to report serious concerns, such as fraud, financial misconduct, illegal or unethical activity, violations of Town policy, or other improper conduct that may affect the integrity of the Town. The Town prohibits retaliation against anyone reporting such conduct.

B. Reporting Options

- (1)** Concerns should be reported as soon as possible to your immediate Supervisor, Department Director, the Director of Human Resources, or Town Manager; or

(2) Ethics Hotline

- a. Employees may submit reports through the Town's Ethics Hotline, which is managed by an independent third party. Reporters may remain anonymous and are encouraged to provide enough detail to allow for a proper review.
 - i. English Speaking Reporting Phone Line – 844-280-0005,
 - ii. Spanish Speaking Reporting Phone Line – 800-216-1288, or
 - iii. Online at www.lighthouse-services.com/trophyclub

(3) Protection from Retaliation

Employees who report concerns in good faith are protected from retaliation, harassment, or victimization. Retaliatory behavior is strictly prohibited and may result in disciplinary action, up to and including termination.

(4) Confidentiality

While the Town and its reporting vendor will make every effort to protect confidentiality, reports are subject to the Public Information Act so confidentiality cannot be guaranteed.

(5) Anonymous Reporting

a. Anonymous reports are accepted and will be investigated as appropriate. The Town will consider:

- i. The seriousness of the concern
- ii. The credibility of the report
- iii. Whether the concern can be verified through other sources

(6) Malicious Reports

a. Knowingly making false or malicious reports is a violation of this policy and may lead to disciplinary action.

7. HARASSMENT, DISCRIMINATION, AND RETALIATION

- A.** The Town is committed to maintaining a workplace that is respectful, inclusive, and free from unlawful harassment, discrimination, and retaliation. All employees have the right to work in an environment that is safe, professional, and fair.
- B.** The Town prohibits harassment, discrimination, and retaliation in accordance with federal and state laws, including, but not limited to Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), the Genetic Information Nondiscrimination Act (GINA), and Texas Penal Code Section 3606.
- C.** Unlawful harassment, discrimination, or retaliation based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability, genetic information, military or veteran status, or any other category protected by federal or Texas law is strictly prohibited.

D. Workplace Scope

This Section 7 policy applies to all Town employees, officials, contractors, volunteers, and anyone doing business with the Town. It covers conduct in the workplace, online, and at work-related events or locations.

E. Harassment

- (1)** Harassment is any unwelcome conduct, verbal, physical, or visual, that is based on a protected characteristic and that:

- a. Is severe or pervasive enough to create a hostile, intimidating, or offensive work environment; or
- b. Becomes a condition of continued employment; or
- c. Examples may include offensive jokes, slurs, epithets, name-calling, physical assaults or threats, intimidation, ridicule, mockery, insults, offensive objects or pictures, or interference with work performance.

F. Sexual Harassment

- (1)** Includes unwelcome sexual advances, requests for sexual favors, or other conduct of a sexual nature, whether by a supervisor, coworker, or non-employee, that:
 - a. Is made a condition of employment; or
 - b. Has the purpose or effect of unreasonably interfering with an individual's work performance or creates a hostile, offensive, or intimidating work environment.

G. Discrimination

Discrimination is treating someone unfavorably because of a protected characteristic. This applies to all aspects of employment, including hiring, compensation, promotion, job assignments, discipline, and termination.

H. Retaliation

Retaliation against an employee for reporting harassment or discrimination, or for participating in an investigation, is strictly prohibited. Retaliatory actions may include threats, demotion, exclusion, increased scrutiny, or other unfair treatment.

I. Expectations for All Employees

- (1)** Treat others with respect and professionalism at all times.
- (2)** Do not engage in or ignore inappropriate conduct.
- (3)** Speak up or report concerns of harassment, discrimination, or retaliation.

J. Supervisory Responsibility

Supervisors are expected to set a positive example and ensure their teams work in an environment free of harassment and discrimination. They are required to treat all reports of harassment, discrimination and/or retaliation seriously and confidentially and refer all reports immediately to the Department of Human Resources or Town Manager.

K. Reporting Harassment, Discrimination, or Retaliation

- (1)** Employees who experience, witness, or suspect any form of harassment, discrimination, or retaliation, must report it. Reports can be made to:
 - a. The Immediate Supervisor
 - b. The Department Director
 - c. The Director of Human Resources
 - d. The Town Manager, or
 - e. The Ethics Hotline:
 - i. Phone: 844-280-0005 (English) or 800-216-1288 (Spanish)
 - ii. Online: www.lighthouse-services.com/trophyclub
- (2)** Employees may report in person, by phone, or in writing. Anonymous reports are accepted.
- (3)** All discrimination, harassment, and/or retaliation complaints must be forwarded to the Town Manager.

8. COMPLAINT RESOLUTION

- A.** The Town is committed to maintaining a respectful, transparent, and responsive work environment. Employees are encouraged to report work-related concerns that negatively affect their employment conditions, particularly those involving the application or enforcement of Town ordinances, policies, rules, or procedures. Such concerns will be addressed promptly, fairly, and without retaliation. This policy promotes accountability and early resolution through open communication and mutual respect.

B. Resolution

(1) Informal Supervisor Review

- a. Employees are expected to initially attempt to resolve concerns informally by discussing the issue directly with their immediate Supervisor. This early conversation provides an opportunity for the Supervisor to understand and potentially resolve the issue without formal escalation. Supervisors are encouraged to handle such concerns with discretion, professionalism, and respect, and to treat each employee fairly and as an individual.
- b. The supervisor will forward all complaints involving discrimination, harassment, or retaliation based on a protected characteristic directly to

the Department of Human Resources, in accordance with Section 7 of this policy.

(2) Formal Supervisor Review

- a. If the issue remains unresolved or the employee chooses to file a formal complaint, the employee may submit a written complaint to immediate Supervisor. The written complaint must be submitted within five calendar days of the incident, or from the time the employee became aware of the issue, and must include a description of the concern, the facts upon which it is based, the specific harm suffered, and the remedy being sought. The Supervisor must respond in writing within ten calendar days of receiving the written complaint.
- b. The supervisor will forward all complaints involving discrimination, harassment, or retaliation based on a protected characteristic directly to the Department of Human Resources, in accordance with Section 7 of this policy.

(3) Department Director Review

If the employee is not satisfied with the Supervisor's written response, or if the Supervisor is unable to resolve the issue, the employee may request further review by submitting the written complaint to the Department Director. This must occur within five business days of receiving the Supervisor's response. The Department Director or designee will meet with the employee to discuss the issue and will issue a written decision within ten calendar days following the meeting. If the Department Director was the responding Supervisor in the initial step, the complaint shall be submitted to the Director of Human Resources for review instead.

(4) Director of Human Resources Review

If the employee remains dissatisfied following the Department Director's review, they may submit a written complaint to the Director of Human Resources within five business days of receiving the Department Director's decision. The Director of Human Resources will review the matter and may either propose a resolution consistent with Town policies and practices or recommend an alternative corrective action to the Department Director. Within ten business days of receiving the recommendation, the Department Director will issue a written response either upholding or revising the original decision.

(5) Town Manager Review

Should the employee remain dissatisfied after the Director of Human Resources Review, they may submit the written complaint to the Town Manager within five business days of receiving the Department Director's decision. The Town Manager, or a designated representative, will review the matter and may choose to uphold the prior decision, offer a resolution consistent with Town policies and practices, or implement alternative corrective action. The decision rendered at this level is final and not subject to further appeal.

C. General Provisions

- (1)** This complaint resolution process applies only to work-related matters for which no other formal method of review, appeal, or resolution exists. It is not intended for use in questioning the substance or merits of Town policy or law, but rather to address perceived misapplications or inequitable enforcement that directly impact the employee.
- (2)** All complaints must be submitted in good faith and within the designated timeframes at each level of review. Complaints not brought forward within the required deadlines will be considered void. The absence of a timely written response from management does not validate the complaint or justify further claims and does not preclude continued progression through the review process.
- (3)** All written complaints must include a detailed account of the concern, relevant facts, the harm alleged, and the resolution sought. Vague or incomplete complaints may be returned for clarification before being considered.
- (4)** Supervisors and Department Directors responding to complaints are encouraged to seek guidance from the Director of Human Resources at any point in the process to ensure consistent application of Town policies and fair treatment of all parties.

(5) Protection from Retaliation

Employees who raise concerns in good faith are protected from retaliation under this policy and by applicable law. Retaliation, harassment, or intimidation against any employee for reporting a complaint or participating in its resolution is strictly prohibited and may result in disciplinary action, up to and including termination.

9. RESPONSIBILITY OF THE TOWN MANAGER

- A.** The Town Manager is responsible for ensuring that all reports of alleged violations of this policy, including claims of harassment, discrimination, retaliation, unethical conduct, or other misconduct, are taken seriously and addressed promptly.

B. Investigation Requirement

Upon receiving a report, the Town Manager, or a designated representative such as Director of Human Resources or a third-party investigator, must ensure a timely, fair, and thorough investigation is conducted. The process should be guided by professionalism, confidentiality (to the extent possible), and compliance with applicable laws and Town policies.

C. Remedial Action

If a violation is substantiated, the Town Manager shall take prompt and appropriate corrective or disciplinary action, up to and including termination, as warranted by the circumstances and in accordance with Town policies and/or procedures. Remedial steps may also include policy updates, training, coaching, or changes in workplace practices to prevent recurrence.

D. Commitment to a Safe and Fair Workplace

The Town Manager and Department Directors are expected to foster a culture of accountability, transparency, and responsiveness. All employees should feel confident that their concerns will be heard and addressed without fear of retaliation.

10. VIOLATIONS

Violations of this policy may result in disciplinary measures, up to and including termination of employment, in accordance with applicable Town policies, directives, and procedures, and employment laws.

DEFINITIONS

Confidential Information

Any information that is not publicly available and that employees gain access to through their work with the Town, including personnel, financial, legal, or operational data.

Conflict of Interest

A situation in which an individual's personal interests interfere with their ability to act in the best interests of the Town.

Discrimination

Unfavorable or unfair treatment of a person or group based on protected characteristics such as race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability, or genetic information.

Election

Includes all primary, general, and special elections.

Expert Testimony

Formal statements given by an individual based on their expertise in a legal or administrative proceeding, whether on behalf of the Town or in a personal capacity.

Gift or Gratuity

Includes money, services, goods, favors, entertainment, discounts, transportation, hospitality, or offers of employment—anything of value unless equivalent consideration is exchanged.

Harassment

Unwelcome conduct based on protected characteristics that creates a hostile, intimidating, or offensive work environment, or interferes with an employee's performance or conditions of employment.

Honorarium

A payment or thing of value given to someone for services rendered, such as speaking or participating in an event, that are offered because of the person's official position.

Immediate Family Member

Includes spouse, children, parents, siblings, grandparents, grandchildren, and in-laws. Improper Conduct: Behavior that violates Town policy, creates a conflict of interest, undermines public trust, or otherwise falls short of expected ethical or professional standards.

Misconduct

Any intentional or negligent act that violates policy, law, or the public trust, including dishonesty, abuse of authority, or unethical behavior.

Nonpartisan Election

An election where no candidate runs under a political party label (e.g., local ballot measures or Town Council elections).

Partisan Election

An election where candidates run representing a political party.

Personal Gain

Any benefit or advantage obtained by an employee, either directly or indirectly, is not part of their regular compensation and results from their position with the Town.

Political Activity

Any action taken in support of or opposition to a political candidate, party, issue, or legislation.

Political Party

Any national, state, or local political party or affiliated organization.

Retaliation

Any adverse action taken against an employee for reporting a concern in good faith or for participating in an investigation, including threats, demotion, exclusion, increased scrutiny, or other negative consequences.

Town Resources

Includes but is not limited to Town equipment, materials, funds, time, facilities, email systems, telephones, vehicles, and intellectual property.

Whistleblower

An employee who reports concerns of misconduct, illegal activity, fraud, or unethical behavior within the organization.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Article 1.05 Code of Ethics and Conduct of the Town's Code of Ordinances
- Age Discrimination in Employment Act (ADEA)
- Americans with Disabilities Act (ADA)
- Genetic Information Nondiscrimination Act (GINA)
- Texas Commission on Human Rights Act (TCHRA)
- Texas Local Government Code, Chapter 171
- Texas Open Meetings Act
- Texas Penal Code, Chapter 36
- Texas Public Information Act
- Texas Records Retention Laws
- Texas Whistleblower Act
- Title VII of the Civil Rights Act of 1964
- Whistleblower Protection Act (Federal)

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 201 – Standards of Conduct

Section: 202 – Ethical Conduct

Section: 203 – Ethics Hotline

Section: 205 – Harassment, Discriminations, and Retaliation

Classification Policy

Policy Number	TM - 510
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to establish a comprehensive framework for the classification plan, the designation of employee status, assignment changes, reclassifications, and transfers. This policy ensures consistency, transparency, and alignment with organizational goals, while supporting fair and equitable treatment of all employees.

2. POLICY

It is the policy of Town to maintain a consistent and equitable classification system that defines job roles, employment statuses, and assignment structures. All positions will be classified based on duties, responsibilities, and required qualifications. Employment status, such as full-time, part-time, temporary, or seasonal, will be determined in accordance with operational needs and applicable laws. Changes in assignments, including reclassifications, transfers, and other personnel actions, will be managed through standardized procedures to ensure fairness, transparency, and organizational efficiency.

3. AT-WILL

The Town recognizes and maintains the principle of "at-will" employment for all employees. All employees of the Town serve at the will and pleasure of the Town and may be terminated from employment at any time, with or without cause or notice, for any lawful reason. Similarly, employees may resign from their position at any time, with or without cause or notice.

4. CLASSIFICATIONS

- A.** The Town Manager retains the sole authority to approve, establish, modify, or reclassify any job classification.
- B.** The Director of Human Resources is responsible for the overall administration and maintenance of the Town's Classification Plan, which includes developing, reviewing, and recommending job classifications based on organizational needs.

- C.** Classifications shall be developed based on operational need. Classifications will be reviewed by the Department of Human Resources and hiring Department prior to initiating recruitments.

D. Structure of Classification Specifications

- (1)** Each Classification Specification (also referred to as Class Spec) shall be documented including but not limited to the following components:
 - a.** Job Title
 - b.** Job Summary - A brief overview of the primary purpose and scope of the duties and responsibilities.
 - c.** Duties and Responsibilities
 - d.** Supervision Received and Exercised
 - e.** Minimum Qualifications - the minimum required education, experience, and certifications, that would provide the knowledge, skills, and abilities to perform the job
 - f.** Knowledge, Skills, or Abilities
 - g.** FLSA Status
 - h.** Working Conditions/Physical Requirements

5. RECLASSIFICATIONS

- A.** A Department Director or an employee may request a review of a position by submitting a Reclassification Request Form. The purpose of this review is to evaluate whether the duties and responsibilities currently being performed by the incumbent align with those outlined in the classification specification.
- B.** The Department of Human Resources will conduct a Reclassification Study. As part of the evaluation process, the department and the employee may be required to complete a Position Description Questionnaire (PDQ) and provide any supporting documentation necessary to assess the position accurately.
- C.** A reclassification may result in the position being assigned to a higher, lower, or the same classification, depending on the outcome of the study and the nature of the changes in duties and responsibilities. The determination to assign a position to a higher, lower, or the same classification shall be made by the Town Manager.
- D.** Employees whose positions are reclassified will receive written notice in advance of the change from the Department of Human Resources. The notice will include details regarding any changes to classification title and salary.

6. EMPLOYMENT STATUS

- A.** To ensure consistency in personnel practices and alignment with operational and budgetary needs, all employees of the Town shall be assigned an employment status designation. These designations are used for administrative, payroll, and benefits eligibility purposes. The following terms define the types of employment status recognized by the Town:

(1) Regular full-time

Any employee with a regularly scheduled work week of at least 30 hours in one position (or working an approved alternative schedule that is considered equivalent to 30 hours per week).

(2) Regular Part-time (A)

Any non-exempt employee with a regularly scheduled work week of less than 30 hours and is expected to work at least 1,000 hours per fiscal year.

(3) Regular Part-time (B)

Any non-exempt employee with a regularly scheduled work week of less than 30 hours and is expected to work less than 1,000 hours per fiscal year.

(4) Part-time

Any non-exempt employee in a position with an irregular work schedule.

(5) Seasonal

Any non-exempt or exempt employee in a position for which the customary annual employment is six months or less, and the work typically begins and ends at approximately the same time each year.

(6) Temporary

An employee in a position for a specified length of time to perform work assignments of a limited nature. Such employees have definite starting and ending dates of employment. Length of employment rather than number of hours worked is a distinguishing feature of such positions. Temporary employees may be either full-time or part-time. Temporary assignments cannot extend beyond six months, or 1,000 hours, except with the approval of the Town Manager.

B. Fair Labor Standards Act (FLSA) Status

- (1)** In accordance with the federal Fair Labor Standards Act (FLSA) all positions with the Town are designated as either exempt or non-exempt for the purpose of determining eligibility for overtime compensation and other wage and hour requirements.

a. Exempt Employees

Exempt employees are not eligible to receive overtime pay. These positions generally include executive, administrative, professional, and certain computer-related roles that meet specific tests regarding job duties and are compensated on a salary basis at not less than the minimum salary threshold established by the FLSA. Exempt status is determined based on the nature of the work performed, not solely on job title or method of compensation. Exempt employees are expected to fulfill the duties of their positions regardless of the number of hours worked and are not subject to overtime provisions under the FLSA.

b. Non-Exempt Employees

Non-exempt employees are eligible for overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked over forty (40) hours in a designated workweek, as defined by the Town. These positions are typically paid on an hourly basis and include roles that do not meet the FLSA criteria for exemption. Non-exempt employees are required to accurately record all hours worked and must receive prior approval from their supervisor before working overtime.

7. POSITION MANAGEMENT

- A.** All Town positions are established and maintained at the discretion of the Town Manager and are based on the operational needs of the organization. The Town Manager reserves the authority to make position changes at any time, provided the adjustment is supported by the Town's budget.
- B.** Department Directors may request the creation of a new position or changes to an existing position through the New or Change in Position Procedure, typically as part of the annual budget process.
- C.** The Department of Human Resources, in conjunction with the applicable Department Director, will review all requests and conduct a classification or reclassification study, as needed, to ensure the appropriate classification is assigned.

8. PROMOTIONS

- A.** Employees are eligible for promotion through a competitive recruitment process either internal or external or through a process as approved by the Town Manager. Candidates will be assessed based on their qualifications, experience, and performance, ensuring a fair and transparent selection process and promoting meritocracy within the organization.

- B.** Upon promotion, an employee will be placed within the pay range of the new classification at either the minimum of the range or within the range that provides the employee with a salary increase of no less than 8% without exceeding the maximum of the range, whichever is greater, based on budgetary considerations and internal equity.

9. DEMOTIONS

- A.** Regular full-time employees may be demoted as the result of failure to meet minimum performance standards established for their position, disciplinary action, job elimination, or any other Town business necessity. Demotions may be either permanent or for a predetermined specific period of time and may be used in conjunction with disciplinary action.
- B.** Demotions will result in a salary reduction and placement within the pay range of the new classification. The employee will receive 30 calendar days of continued pay at their pre-demotion salary to provide a transitional period. Following this period, as determined by the Department Director, the employee's salary will be adjusted to the demoted pay range to the closest amount or equal to their pre-demotion salary, without exceeding the pre-demotion salary amount.

10. REASSIGNMENT

A. Management Reassignment

An employee may be temporarily or permanently reassigned to a position in the same or similar pay range with different duties and responsibilities. This action may be taken at the discretion of the Town Manager.

B. Temporary Reassignment in Higher Classification

(1) Interim

- a.** A Regular Full-time employee may be temporarily assigned to an Interim status in a higher-level position having different duties and responsibilities when:
 - i.** An existing position is vacant for not less than 30 days
 - ii.** To keep the department running effectively, the duties of this position cannot be split up and assigned to other employees who hold the same classification.

- iii. The employee meets the minimum qualifications of, and is capable of performing, the assigned duties of the higher-level position; and
- b. Employees assigned to an Interim Assignment will be placed in the position and receive a pay increase of at least 8% or the minimum of the classification pay range whichever is more for the duration of the assignment, and all benefits for that position.
- c. All Interim Assignments must be approved by the Town Manager or Town Council for Appointed Official positions, prior to any action being taken.

(2) Acting

- a. A Regular Full-time employee may be temporarily assigned to an Acting status in a higher-level position having different duties and responsibilities when:
 - i. An incumbent is absent for at least seven calendar days
 - ii. To keep the department running effectively, the duties of this position cannot be split up and assigned to other employees who hold the same classification.
 - iii. The employee meets the minimum qualifications of, and is capable of performing, the assigned duties of the higher-level position; and
- b. Employees assigned to an Acting Assignment will receive a pay increase of 8% for the duration of the assignment.
- c. All Acting Assignments must be approved by the supervisor of the vacant position prior to any action being taken.

C. Voluntary Reassignment

- (1)** Regular Full-time employees may voluntarily seek transfers to equally or lower-classified positions for which they are qualified. These voluntary reassignments may include pay reduction in salary depending on the placement of the employee in the new salary range. All Voluntary Reassignments are at the discretion of the Town Manager.
- (2)** Voluntary Reassignments will result in a salary placement within the pay range of the new classification. If the pay rate in the reassigned position will be lower than the employee's current pay rate, the employee will receive 30 calendar days of continued pay at their pre-reassignment salary to provide a transitional period. Following this period, as determined by the Department Director, the

employee's salary will be adjusted to the reassigned pay range to the closest amount or equal to their pre-reassignment salary, without exceeding the pre-reassigned salary amount.

D. Special Assignment

- (1)** Regular Full-time employees may be assigned short-term/temporary duties or special projects that may be outside their regular classification specification however, the employee is not performing the full range of a higher classification.
- (2)** Employees assigned to a Special Assignment will receive a pay increase of 5% for the duration of the assignment.
- (3)** All Special Assignments must be approved by the supervisor of the employee prior to any action being taken.

11. CONTRACTED STAFFING

- A.** Personnel from Temporary Staffing Agencies may be hired part-time or full-time by the Town to work for the duration of specific projects, assignments, or vacant positions. Temporary contract assignments cannot extend beyond six months, or 1,000 hours, except with the approval of the Town Manager.
 - (1)** The Temporary Staffing Agency is responsible for hiring, training, assigning, disciplining, and firing its contract personnel. Agency temporaries take direction from, and are monitored by, their assigned Town Immediate Supervisor; however, the agency Immediate Supervisor is primarily responsible for monitoring the performance of the temporary contract personnel and taking any necessary disciplinary or corrective action.
 - (2)** Temporary Staffing Agency personnel must meet the same pre-employment requirements that Town employees must meet. The Temporary Staffing Agency is responsible for ensuring that any temporary employee assigned to work at the Town meets the established pre-employment drug testing and background check requirements prior to placement.
- B.** Departments in need of Temporary Staffing Agency personnel must follow the requisition procedure specified below:
 - (1)** Requests for Temporary Staffing Agency services must be placed through the Department of Human Resources using the Temporary Staffing Agency Request Form.

- (2) Once the Temporary Staffing Agency Request Form has been approved, the hiring Department may procure the requested services in accordance with the Town's Purchasing Policy and state laws.
- (3) Any selected Temporary Agency will certify that they are properly licensed by the state and will meet their payroll tax and other legal obligations with respect to the temporary workers.

12. ASSESSMENT REVIEW PERIOD

- A. Regular Full-time employees at time of hire, or who are promoted, transferred, reclassified, or demoted will be placed in an assessment review period of six calendar months, during which time their performance and conduct will be reviewed.

The six-month assessment review period:

- (1) May be extended an additional six months, or as otherwise determined by the Department Director or, for Police and Fire personnel, as provided in the Department directives.
 - (2) This period may be extended for extenuating circumstances, and must be documented in writing, which indicates that additional time is necessary to effectively evaluate the employee, when requested by the Department Director and approved by the Town Manager.
- B. A Regular Full-time employee who fails to satisfactorily complete the assessment review period may be dismissed unless, subject to position availability, employee qualifications, and the receiving Department Directors discretion, the employee can be returned to his or her former position or reassigned to a position classified equal to or below that held before the status change. Returning to a former position or reassignment to another position shall not be construed as being an employment right for the employee who fails to satisfactorily complete the assessment review period.
 - C. Return to the former position and/or reassignment to an equivalent position are final non-appealable actions.

DEFINITIONS

Classification Specification

A document that defines a job title and includes essential information such as job summary, duties, supervision, qualifications, FLSA status, and working conditions. Also referred to as Classification or Class Spec.

Demotion

The reassignment of an employee to a lower classification or pay range, usually due to performance issues, disciplinary action, or organizational restructuring.

Employment Status

A designation assigned to employees (e.g., regular full-time, part-time, temporary, seasonal) that determines work schedule, benefits eligibility, and other administrative factors.

FLSA Status

A classification that identifies whether a position is exempt or non-exempt from overtime provisions under the Fair Labor Standards Act.

Position Management

The process of creating, changing, or eliminating positions based on operational needs and budget considerations, under the authority of the Town Manager.

Promotion

The advancement of an employee to a higher-level classification.

Reassignment

The movement of an employee to a different position, which may or may not be within the same classification or pay range, initiated by management or requested by the employee.

Reclassification

A change in the classification of a position due to significant and sustained changes in duties and responsibilities.

PROCEDURES AND FORMS

- New or Change in Position Procedure
- Position Description Questionnaire (PDQ)
- Reclassification Request Form
- Temporary Staffing Agency Request Form

REGULATORY REFERENCES

- Fair Labor Standards Act (FLSA)
- Texas Local Government Code § 141.033
- Texas Payday Law

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 303 – Categories and Classifications of Town Employees

Section: 304 – Change in Employee Status

Recruitment Policy

Policy Number	TM-511
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this Recruitment and Hiring Policy is to establish a clear, consistent, and equitable framework for attracting, selecting, and appointing qualified individuals to serve the Town of Trophy Club. This policy is designed to ensure a merit-based recruitment process that promotes fairness, transparency, and compliance with all applicable federal, state, and local laws, including equal employment opportunity and nondiscrimination statutes.

2. POLICY

The Town of Trophy Club is committed to conducting recruitment and hiring practices that are fair, transparent, and based solely on merit. Recruitment and selection processes will be designed to attract a diverse pool of qualified candidates who demonstrate the skills, experience, and abilities necessary to fulfill the responsibilities of each position. The Town will provide equal opportunity to all applicants without regard to race, color, religion, sex, national origin, age, disability, genetic information, or any other protected status.

3. REQUEST TO HIRE

- A.** Departments needing to fill a vacant or newly authorized position will submit a requisition through the Town's Applicant Tracking System.
- B.** The Department Director is responsible for ensuring the position is budgeted through the annual budget process or approved by the Town Manager.
- C.** All requisitions require approval within the system by the Department Director, Director of Human Resources, and Town Manager.

- D.** Once the requisition is approved, the Department of Human Resources and the Hiring Manager will collaborate to plan the recruitment.

4. RECRUITMENT ANNOUNCEMENTS

- A.** All Town recruitments will be posted on the Town-selected Applicant Tracking System and the Town's official website.
- B.** External advertising and marketing efforts, including social media, professional associations, job boards, and other platforms, will be utilized as deemed appropriate to attract the most qualified candidates.
- C.** Recruitment postings will remain open for a minimum of two weeks unless otherwise approved by the Director of Human Resources.
- D.** All job postings will include, but are not limited to, the full classification specification, an Equal Employment Opportunity (EEO) statement, opening and closing dates, and the classification pay range.
- E.** The Town Manager, at their sole discretion, may elect not to post a recruitment and may proceed with a direct hire.

5. APPLICATION PROCESS

- A.** The Town utilizes an online Applicant Tracking System to manage all recruitment and hiring activities efficiently and transparently.
- B.** All individuals interested in applying for vacant positions within the Town, including current employees seeking promotional opportunities or transfers to other departments, must submit their applications exclusively through the designated online platform.
- C.** Paper applications or submissions through any other means will not be accepted. The Town is committed to providing reasonable accommodations to applicants with disabilities in accordance with applicable federal, state, and local laws. Applicants requiring assistance or accommodations during the application process are encouraged to promptly contact the Department of Human Resources to make appropriate arrangements.
- D.** Applicants are responsible for providing complete and accurate information in their applications, including any required supporting documents.

- E.** The Town is committed to maintaining the confidentiality of all application materials, to the extent permitted by law and ensuring equal access to the application process for all candidates.

F. Falsified/Omitted Material Fact(s)

- (1)** Omission or falsification of any material fact on an application may disqualify an applicant from consideration for employment, transfer, or promotion for at least six months from the date of the application.
- (2)** The Town may extend the ineligibility period for non-employee applicants and/or take disciplinary action up to and including termination against employee applicants for such omission or falsification.

6. TESTING AND SELECTION

- A.** All applications received through the designated Applicant Tracking System will be initially screened by the Department of Human Resources to verify minimum qualifications, completeness, and compliance with job posting requirements. Applications that do not meet the minimum qualifications or are incomplete may be disqualified from further consideration.
- B.** All internal applicants, regardless of their qualifications, completeness of application, or compliance with job posting requirements, will be referred to the hiring department, unless otherwise required by law. Department directors are not required to interview or otherwise advance internal applicants through the recruitment process, and internal applicants are in no way guaranteed advancement.
- C.** Qualified candidates will be referred to the Hiring Department for further evaluation. The Hiring Department will determine the candidates who will move forward in the process.

D. Interview/Testing Process

- (1)** The selection process may include one or more structured interviews. Interview panels will use consistent, job-related criteria to assess candidates' qualifications, experience, and alignment with Town values and position requirements.
- (2) Examinations and Job-Related Testing**

- a. Testing may be conducted as part of the recruitment and selection process, when appropriate for the classification. Tests may include, but are not limited to:
 - i. General Knowledge or Skills Testing – for roles requiring specific technical knowledge, analytical ability, or proficiency in job-related areas (e.g., typing, software proficiency, or basic math).
 - ii. Written or Practical Examinations – may be used to assess understanding of job duties, policies, and procedures.
 - iii. Public Safety Classifications – candidates applying for Police, Fire, or other public safety positions may be required to undergo a:
 - Physical Agility Test (PAT) – to evaluate job-related physical fitness and ability to perform essential functions.
- (3)** The Hiring Department may conduct reference checks as part of the selection process to verify the candidate’s qualifications, experience, and suitability for the position.
- E.** The Department of Human Resources will review and advise all interview questions, criteria, testing materials, and processes.

F. Public Safety Background

As part of the interview and selection process, employees applying for positions within a Public Safety Department may be required to undergo a background check in accordance with the applicable Department policies. This process is intended to ensure that candidates meet the standards of integrity, reliability, and suitability required for positions involving public safety responsibilities. All background checks will be conducted in compliance with applicable federal, state, and local laws.

G. Candidate Evaluation and Selection

- (1)** Final candidate evaluations will consider all components of the selection process, including qualifications, interview performance, test results, references, and other job-related factors. The Hiring Manager will select the most qualified candidate based on the totality of their application and assessment performance.
- (2)** Selected candidates will be provided a conditional written offer of employment, which offer shall be prepared by the Department of Human Resources.

H. Equal Opportunity in Selection

The Town is committed to conducting all selection activities in a non-discriminatory manner. All candidates will be provided equal opportunity regardless of race, color, religion, sex, national origin, age, disability, genetic information, or any other protected status under applicable law.

I. Documentation and Retention

All selection materials, interview notes, and testing records will be maintained with the Department of Human Resources in accordance with the Town's records retention policies and applicable legal requirements.

7. HIRING RESTRICTIONS

A. Age Requirements

- (1)** Typically, the minimum age for Town employment is eighteen years old at time of hire.
- (2)** The following exceptions apply:
 - a. Sworn Police Personnel are required to be at least 21 years of age at time of hire.
 - b. Recreation Seasonal employees must be at least 16 years old . However, lifeguards may be 15 years old

B. Nepotism Prohibited

- (1)** The Town complies with Texas anti-nepotism laws, which prohibit public officials from hiring, appointing, or voting to appoint a relative to a paid position. Additionally, the Town's internal policy extends these restrictions to employees to avoid conflicts of interest and ensure fair hiring practices. No employee or official may use their position to influence the employment or supervision of a relative.
- (2)** The Town does not permit:
 - a. The hiring or appointment of a relative of the Mayor or a Council Member of the Town of Trophy Club.
 - b. Employees or officials to supervise or be supervised by a relative.
 - c. Employment of relatives in the same department without approval from the Town Manager.

(3) Employee Responsibility

- a. Employees and officials must promptly disclose if:
 - i. A relative applies for a Town position.
 - ii. A relative is already employed by the Town.
 - iii. A family relationship is established after hire (e.g., through marriage).
- b. Disclosures must be made to the Department of Human Resources within three working days or as soon as the matter is known. Failure to disclose may result in disciplinary action, up to and including termination.

(4) Conflicts of Interest

No person may be hired or remain employed in a position that creates an actual or perceived conflict of interest due to a family relationship. The Town Manager will determine if an exception is warranted or if reassignment or other action is necessary.

(5) Seasonal Exceptions

- a. Relatives may work in seasonal, part-time, or temporary staff-level positions (e.g., summer programs, crossing guards), as long as:
 - i. They do not supervise or report to each other.
 - ii. They are not relatives of the Mayor and Council, Town Manager, and the Director of that Department.

8. RE-EMPLOYMENT

- A.** To be considered for re-employment, former employees must have demonstrated acceptable prior service with the Town and must meet the current minimum qualifications for the position for which they are applying.
- B.** Re-hired employees are subject to the conditions of employment and benefits of a newly hired employee, except where specifically stated otherwise.
- C.** Employees who separate employment with the Town and return to work as a regular employee within 90 days from their separation date will have their service time adjusted to include their prior service.
- D.** Employees who have adjusted service time will be granted the same benefits as employees with no break in service.

9. Pre-employment Requirements

- A.** The Town requires all candidates to successfully complete and pass all elements of the pre-employment process after receiving a conditional offer of employment and prior to being eligible for hire.
- B.** The Department of Human Resources shall be responsible for managing the Pre-employment process.
- C.** The following is required of all candidates:

(1) Drug Test

- a. All candidates are required to consent to and successfully pass a drug test administered by the Town's designated provider, as a condition of employment and in accordance with the Town's Alcohol and Drug-Free Workplace Policy.
- b. A confirmed positive test result, two inconclusive results, or a double dilute result for any substance, without a valid prescription or otherwise justified by a medical professional, will disqualify the candidate from employment. Candidates who are disqualified on this basis may reapply after 12 months.

(2) Background Check

- a. All candidates are required to consent to and successfully pass a background check conducted by the Town's designated screening provider.
- b. All background checks will include:
 - i. Social Security Number verification
 - ii. Address history
 - iii. County criminal history
 - iv. National criminal history
 - v. Federal criminal history
 - vi. Sex offender registry
 - vii. Motor vehicle records
 - viii. Employment verification
 - ix. Education verification
- c. Positions designated as Executive, Police, Fire, and Sensitive shall also be subject to a credit report check.

- i. *Sensitive positions* include all roles within the Office of the Town Manager, Town Secretary, Town Attorney, Department of Finance, and Department of Human Resources, or any other position designated by the Town Manager.
- d. Recreation Seasonal positions will not include employment or education verification checks unless specifically requested by the Department Director.
- e. A candidate may be disqualified based on the results of the background check for reasons including, but not limited to:
 - i. Falsified or inconsistent employment or education history
 - ii. Criminal convictions
 - iii. Inclusion on the Sex Offender Registry — automatic disqualification applies for some positions

D. Additional Exams and Evaluations

(1) Physical/Medical Exams

Physical exams conducted by the Town's designated provider are required for all sworn Police and Fire personnel, Streets and Parks staff, and any other position designated by the Town Manager.

(2) Psychological Evaluations

Psychological evaluations, performed by the Town's designated provider, are required for all Regular Full-time sworn Police and Fire personnel.

(3) Polygraph Examination

Polygraph examinations, administered by the Town's designated provider, are required for all sworn Police personnel.

E. Documentation and Retention

All pre-employment documentation will be maintained with the Department of Human Resources in accordance with the Town's records retention policies and applicable legal requirements.

DEFINITIONS

Affinity

A relationship by marriage.

Applicant Tracking System (ATS)

The Town-approved online platform used to manage job postings, applications, applicant evaluations, and the hiring process.

Candidate

An individual who has applied for employment with the Town and is actively being considered for a position.

Classification Specification

An official document that outlines the essential duties, responsibilities, qualifications, and pay range associated with a specific position.

Consanguinity

A relationship by blood.

Designated Provider

A vendor or agency approved by the Town to administer drug testing, background checks, medical exams, psychological evaluations, and other pre-employment screenings.

Double Dilute

A drug test result that indicates the sample is excessively diluted on two separate occasions, which may suggest tampering or intentional avoidance of detection.

Drug Test

A laboratory analysis of a candidate's biological sample, typically urine, to detect the presence of illegal drugs or controlled substances, administered as a condition of employment.

Equal Employment Opportunity (EEO)

The principle of providing fair treatment to all individuals in employment matters, regardless of race, color, religion, sex, national origin, age, disability, genetic information, or any other protected class under applicable law.

Falsified/Omitted Material Fact(s)

Intentional exclusion or misrepresentation of critical information in an employment application or during the hiring process.

Hiring Manager

The Department representative or supervisor responsible for leading the hiring process for a vacant position within their department.

Inconclusive Test Result

A drug test result that cannot be definitively interpreted as either positive or negative due to insufficient or invalid sample quality.

Merit and Merit-Based Selection

A recruitment principle where hiring decisions are based on qualifications, skills, experience, and job-related competencies rather than personal relationships or other non-merit factors.

Physical Agility Test (PAT)

A job-related test designed to assess the physical capability of candidates applying for public safety positions, including Police and Fire.

Polygraph Examination

A lie detection test administered to evaluate the truthfulness of a candidate's responses, required for certain public safety positions.

Position

A budgeted full-time equivalent (FTE) role within the Town's organizational structure, authorized through the annual budget process.

Psychological Evaluation

An assessment conducted by a licensed professional, typically required for public safety roles, to determine a candidate's mental fitness for duty.

Relative

A person related to an employee or public official by blood (consanguinity) or marriage (affinity) within the third degree, including but not limited to spouse, parents, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, in-laws, step-relations, and adopted children.

Service Time

The length of continuous employment with the Town, which may affect eligibility for benefits or leave accruals. Adjusted service time includes prior employment that qualifies under re-employment provisions.

Sworn Police Personnel

Law enforcement officers who have taken an oath to uphold the law and meet all certification and licensing standards required by the State of Texas.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Age Discrimination in Employment Act (ADEA) of 1967 (29 U.S.C. § 621 et seq.)

Recruitment Policy

- Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101 et seq.)
- Fair Credit Reporting Act (FCRA) (15 U.S.C. § 1681 et seq.)
- Genetic Information Nondiscrimination Act (GINA) of 2008 (42 U.S.C. § 2000ff)
- Immigration Reform and Control Act (IRCA) of 1986
- Occupational Safety and Health Act (OSHA)
- Texas Government Code, Chapter 573 – Nepotism
- Texas Labor Code, Chapter 21 – Texas Commission on Human Rights Act (TCHRA)
- Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e)
- Uniform Guidelines on Employee Selection Procedures (29 C.F.R. Part 1607)

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 301 – Hiring and Selection

Working Conditions Policy

Policy Number	TM - 512
Implementation Date	DRAFT
Last Revised Date	
Policy Contact	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

To establish consistent standards regarding employee work schedules, attendance, alternative work arrangements, outside employment, and workplace expectations, ensuring operational efficiency, compliance with legal requirements, and equitable treatment of all employees.

2. POLICY

This policy outlines the Town's expectations and requirements related to employee work schedules, timekeeping, attendance, telework, inclement weather protocols, on-call/stand-by status, outside employment, and the appropriate use of Town property. All employees are expected to adhere to their assigned schedules, follow attendance protocols, and obtain necessary approvals for telework and outside employment. The Town retains the right to adjust work conditions and schedules to meet operational demands and public service responsibilities.

3. AT-WILL

The Town recognizes and maintains the principle of "at-will" employment for all employees. All employees of the Town serve at the will and pleasure of the Town and may be terminated from employment at any time, with or without cause or notice, for any lawful reason. Similarly, employees may resign from their position at any time, with or without cause or notice.

4. WORK SCHEDULES AND HOURS OF EMPLOYMENT

- A.** The Town retains the authority to establish and modify work schedules and hours of employment for all positions as necessary to meet operational needs and effectively carry out its mission. Work schedules may vary by department, position, or

assignment, and may be adjusted at the Town's discretion to ensure adequate staffing and service delivery.

B. FLSA Work Periods

(1) Standard Work Period

For the purposes of compliance with the Fair Labor Standards Act (FLSA), the official Work Period for all employees, excluding those covered under Section 207(k), begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

(2) Police Employees - Section 207(k)

- a. In accordance with Section 207(k) of the Fair Labor Standards Act (FLSA), also referred to as 7k Schedule, the Town has established a 14-day work period for eligible law enforcement personnel.
- b. The official 207(k) Work Period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the second Saturday following the start date.
- c. Only employees who meet the FLSA definitions for law enforcement activities are covered under the Section 207(k) exemption. This includes the following classifications: Police Officer, Police Sergeant, Police Detective. Non-sworn or administrative roles are not eligible for the 207(k) exemption.

(3) Fire Employees - Section 207(k)

- a. In accordance with Section 207(k) of the Fair Labor Standards Act (FLSA), also referred to as 7k Schedule, the Town has established a 14-day work period for eligible fire protection personnel.
- b. The official 207(k) Work Period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the second Saturday following the start date.
- c. Only employees who meet the FLSA definitions for fire protection activities are covered under the Section 207(k) exemption. This includes the following classifications: Firefighter, Driver Engineer, and Fire Captain. Part-time firefighters working sporadic, irregular schedules and other civilian or administrative roles are not eligible for the 207(k) exemption.

C. Work Schedules

- (1)** Work schedules are established based on the operational needs of each department and the Town's commitment to providing effective and consistent public service during designated business hours. Employees are expected to

work the schedule assigned to them and may be required to adjust their hours to meet service demands or staffing requirements.

(2) General Office Schedule

For most administrative and office-based positions, the standard work schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one-hour unpaid lunch break. This schedule reflects the Town's general business hours and ensures availability to the public and internal departments.

(3) Alternate Work Schedules

- a. Some departments may operate outside of the standard business hours due to the nature of their services. This may include evening, weekend, holiday, or rotating shifts.
- b. Alternate work schedules that differ from the Town's general office schedule must be approved by the Department Director and reviewed by the Department of Human Resources to ensure compliance with all applicable labor laws and regulations. The employee requesting an Alternate Work Schedule must complete and submit the Alternate Work Schedule Form for review and approval prior to implementing any ongoing or recurring alternate schedules.
- c. For employees covered under the FLSA Standard Work Period, alternate work schedules must be structured so that total regular hours do not exceed 40 hours within the Standard Work Period.
- d. **Schedule Modifications and Town Discretion**
 - i. The Town reserves the right to modify, suspend, or revoke an employee's alternate work schedule at any time. Alternate schedules are not guaranteed and may be adjusted or discontinued at the Town's discretion.
 - ii. Daily and weekly work hours may be changed as needed to respond to staffing demands, emergencies, or other business requirements. Employees may be required to adjust their schedules temporarily to work additional hours, attend training, or meet other Town-directed obligations. Advance notice will be provided when possible.

(4) Shift Structure for Police Patrol and Fire Suppression

- a. The Town will establish shift structures for Police Patrol and Fire Suppression operations to ensure continuous 24/7 coverage and to meet minimum staffing requirements.

- b. The Police Chief and Fire Chief have the authority to select and implement the shift scheduling model, with approval from the Town Manager. Decisions will be based on operational needs, with consideration given to employee input, and will aim to minimize overtime where feasible.
- c. All proposed changes to shift structures must be reviewed by the Department of Human Resources and Department of Finance prior to implementation to ensure legal, budgetary, and policy compliance, and system change requirements and implementation.
- d. Except in emergency situations, the Chief shall provide affected employees with at least 30 days' written notice prior to implementing any permanent changes to the shift scheduling model.

(5) Exempt Employees

- a. Exempt employees are expected to work the hours necessary to fulfill their job responsibilities and meet operational needs. While not subject to a fixed schedule, exempt employees are generally expected to be present in the office or otherwise readily available during the Town's core business hours, which is typically the general office schedule.
- b. Due to the nature of their roles, exempt employees may be required to work beyond core hours, including evenings, weekends, and holidays, and are expected to be accessible outside of normal business hours when necessary.

(6) Additional Work Beyond Regular Schedule

- a. Due to operational needs, all employees may be required to work outside of their regular work schedule, including evenings, weekends, holidays, or beyond their standard hours. Such scheduling adjustments may occur with or without advance notice, depending on the urgency of the need.
- b. The Town will make reasonable efforts to assign additional work on a rotating or equitable basis, whenever possible, to ensure fairness among staff and to minimize disruptions to individual schedules.
- c. Employees are expected to remain flexible and responsive to these needs as part of their commitment to public service.

(7) Unauthorized Work Outside Regular Schedule

- a. Employees are not permitted to work outside of their assigned work schedule without advance approval from their direct supervisor. This

includes arriving early, staying late, working through lunch breaks, or performing job-related duties outside of scheduled hours.

- b. Unauthorized work time is a violation of Town policy and may result in corrective action, but will be compensated in accordance with the Fair Labor Standards Act (FLSA). Employees are expected to follow their approved schedules and seek supervisor authorization for any changes in advance.

D. Meal & Break Period

- (1)** The Town provides unpaid meal periods for employees. Non-exempt employees scheduled to work more than six consecutive hours in a workday are required to take a meal period of no less than 30 minutes.
- (2)** Non-exempt employees may take up to one hour for lunch, subject to supervisory approval and operational needs. Meal periods must be taken away from the employee's work duties, and employees must be fully relieved of all job responsibilities during this time for the lunch break to qualify as unpaid.
- (3)** In general, non-exempt employees are provided with two paid 15-minute rest breaks during their shift, one during the first half of the workday and one during the second half. Non-exempt employees working less than six hours a day are permitted a minimum of one paid 15-minute break, typically taken near the midpoint of their shift. The scheduling of rest breaks is subject to the discretion of the employee's supervisor.
- (4)** Paid rest breaks may not be combined, used to extend the lunch period, or used to leave work early. Breaks should be taken at appropriate times based on operational needs and in coordination with the employee's supervisor.
- (5)** Fire Suppression and Police Patrol personnel who are assigned to continuous shift coverage (e.g., 48/96 or Panama schedule) will be provided a working lunch. These employees remain on duty during their meal periods and are expected to respond to calls and emergencies as necessary. Because these personnel are not fully relieved of duties, their meal periods are considered compensable work time under the FLSA.
- (6)** Supervisors are responsible for ensuring employees take their required meal and rest periods in accordance with this policy. Repeated failure to follow break and lunch policy may result in corrective action.

5. ATTENDANCE AND REPORTING ABSENCES

A. Attendance Expectations

Employees are expected to be at their workstations on time each scheduled workday, based on the hours set by their department.

B. Notifying of Absences or Tardiness

Generally, employees must notify their supervisor at least one hour before their shift begins, or as soon as reasonably known, if they will be late or absent. However, if a department policy exists, requiring more or less notice, requiring notice to a specific individual, and/or requiring notice by a specific means employees must follow it.

C. Scheduled Appointments

Employees should schedule medical or personal appointments to minimize disruption to work. Employees will provide at least 24 hours' notice, or as soon as reasonably known, to their supervisor per the department or division process.

D. Illness or Emergencies During Work

(1) If an employee becomes ill or needs to leave work during the day, they must first request permission from their immediate supervisor. If the supervisor is unavailable, they should contact the Department Director.

(2) In an emergency, employees should seek care immediately. Employees should notify their supervisor as soon as reasonably possible.

E. Tardiness and Excessive Absenteeism

Employees are expected to arrive on time. Excessive absences or tardiness, such as routinely using all accrued sick leave, calling in frequently on specific days, or repeated short absences, may lead to disciplinary action up to and including termination.

6. DISASTER RESPONSE

All Town employees are designated as Disaster Service Workers (DSWs) and are required to respond to an emergency, disaster, or significant disruption to normal operations as Directed by Town Management. DSW duties may include continuing essential services, assisting in public safety efforts, or supporting recovery and continuity operations, regardless of the employee's regular job responsibilities.

7. STAND-BY AND ON-CALL STATUS

A. Departments may designate non-exempt employees to be Stand-By or On-Call to cover after-hours and emergency service needs. Employees assigned to Stand-By or On-Call status must be available to respond promptly to work-related calls or assignments.

(1) Stand-By

- a. During Stand-By periods, employees must remain on or near Town premises or under conditions that limit their ability to use the time for personal activities.
- b. All such time spent in readiness will be paid at a rate set by the Town Manager.
- c. Stand-By assignments must be approved by the Town Manager.

(2) On-Call

- a. During On-Call periods, employees are free to engage in personal activities but must be reachable and able to respond to callbacks (via phone, pager, or radio) within the timeframe set by the Department Director.
- b. This time is not considered hours worked and is not compensable. However, if the employee is called back to work, they will be compensated for all the time worked during the callback for a minimum of two hours. All callback hours will be paid at the regular rate of pay or FLSA Overtime Rate if applicable. Travel from the employee's home to their assigned Town facility is not compensable time.
- c. An employee is officially designated as On-Call only when notified by their immediate supervisor or Department Director.

8. MANDATORY OVERTIME

The Department Director or Town Manager may require employees to work overtime when necessary to maintain Town operations. While advance notice will be provided when possible, employees are expected to fulfill this obligation as part of their duties as public servants. Refusal to work mandated overtime without a valid reason may be subject to disciplinary action.

9. INCLEMENT WEATHER

A. Operations During Inclement Weather

Town offices and activities will remain open during regular hours unless the Town Manager officially closes offices due to inclement weather. Predetermined crews and emergency services may be exempt from closures. If no official closure is declared,

employees are expected to make every effort to report to work despite hazardous conditions or may request leave according to Town policies.

B. Authority and Notification

The Town Manager has sole authority to declare delayed openings or closures related to inclement weather. Such decisions are normally made by 6:00 a.m., or as soon as is reasonably possible, on the day of the event. Employees will be notified through their immediate Supervisor or Department Director.

C. Employee Responsibility

If the Town is not officially closed and an employee cannot report to work due to weather, they must notify their immediate Supervisor. Failure to do so may result in disciplinary action, up to and including termination.

D. Compensation During Inclement Weather

(1) Official Closing

- a. Except as provided in subsection (D)(4) below:
- b. Employees scheduled to work during an official closure will be paid their regular shift.
- c. Employees who can work remotely are expected to do so based on instruction from their Department Director.

(2) No Official Closing

- a. Except as provided in subsection (D)(4) below:
- b. **Non-Exempt Employees**
May use accrued vacation or personal leave for missed hours or be granted unpaid leave if no paid leave is available. Department Directors may allow make-up hours at their discretion.
- c. **Exempt Employees**
Must use accrued leave for full-day absences only. Partial-day absences will not affect salary or leave accruals.
- d. **Part-Time and Seasonal Employees**
Paid only for hours actually worked.

(3) Early Closing

Except as provided in subsection (D)(4) below, if offices close early due to the weather, employees who have reported to work will be paid for their entire scheduled shift.

(4) Emergency Services

Employees designated as essential or emergency personnel must report as required by departmental rules during official closures.

10. TELEWORK

A. Telework (also called remote work or telecommuting) is a voluntary program and allows eligible employees to work from home or another approved location part of the work week. It is a management-approved privilege, not an entitlement, and does not change the employee's duties, responsibilities, or terms of employment.

B. Employees must complete and submit the Telework Request Form and receive approval prior to Teleworking.

C. Eligibility

(1) Telework is approved based on operational needs, the nature of work, and may not be suitable for all positions or employees.

(2) To be considered, an employee must:

- a. Have completed at least three (3) months of regular employment;
- b. Have a satisfactory performance record;
- c. Be in a role that supports remote work.

D. Scheduling and Availability

(1) Typically, employees may request to telework one day per week. Temporary telework authorization may be authorized by the Department Director for periods of less than two weeks.

(2) Department Directors must ensure that sufficient staffing is physically present at the normally assigned Town facility to respond to customer and organizational needs.

(3) All teleworking schedules must be approved by the Department Director, Director of Human Resources, and Town Manager.

- (4) Teleworking employees must be available during core business hours and must follow regular attendance and communication expectations.

E. Equipment and Workspace

- (1) Employees are permitted to use their Town-issued laptop while teleworking. All other equipment needed to perform their duties remotely, such as monitors, desks, printers, chairs, or other office furnishings, is the responsibility of the employee to provide and maintain.
- (2) The Town does not assume responsibility for the maintenance, repair, or replacement of personally owned equipment used for teleworking, unless otherwise approved in writing. Any use of personal equipment must comply with Town security and IT policies.

F. Security and Confidentiality

- (1) Employees must protect Town data and follow all Town policies. This includes but is not limited to:
 - a. Using secure passwords
 - b. Locking devices when unattended
 - c. Keeping files and data confidential and in a locked and secured place

G. Safety and Liability

- (1) Employees must maintain a safe and dedicated workspace at home.
- (2) The Town is not liable for home modifications or injuries to non-employees in the telework space.

H. Work Hours and Timekeeping

- (1) Non-exempt employees must accurately record all work hours using the Town's timekeeping system.
- (2) All overtime must be pre-approved by a supervisor.
- (3) Failure to follow timekeeping procedures may result in termination of the telework agreement, disciplinary action, or termination of employment.

I. Temporary Telework

Temporary or short-term telework may be approved for inclement weather, special projects, travel, or personal needs. These will be evaluated on a case-by-case basis.

J. Termination of Telework Arrangements

- (1)** Telework arrangements may be ended at any time by either the employee or the Town, with or without cause.
- (2)** All terminations of telework arrangements must be reported to the Department of Human Resources. Prior to ending an employee's telework status, the Department Director must coordinate with Department of Human Resources to ensure proper review, documentation, and notice are provided.
- (3)** Except in emergency situations, the Town will provide the employee with at least 14 calendar days' notice before terminating a telework arrangement.

11. OUTSIDE EMPLOYMENT

- A.** The Town recognizes that employees may seek outside employment during their off hours to earn additional income or gain experience. However, employment with the Town must remain the employee's primary employment commitment. Town employees are public servants and must be readily available to meet the operational needs of the Town.

B. Primary Responsibility

Town employment takes precedence over any outside employment. Outside jobs may not interfere with the employee's ability to perform their Town duties, including availability for overtime, Stand-By or On-Call, or required travel.

C. Performance Impact

Outside employment is not an acceptable excuse for poor job performance, absenteeism, tardiness, or inability to work as required.

D. Health and Productivity

Extended work hours from secondary employment may not negatively affect employee well-being, endurance, and productivity.

E. Conflicts of Interest

Employees must avoid any outside employment that creates, or appears to create, a conflict of interest with their Town duties. This includes work with entities that do business with or are regulated by the Town.

F. General Permission & Prohibition

- (1)** Subject to written approval of the Department Director, a full-time Town employee is permitted to engage in any business, trade, occupation, or profession that does not:

- a. Bring the Town into disrepute,
- b. Reflect discredit upon the employee as a Town employee,
- c. Interfere with the performance of the employee's Town duties,
- d. Interfere with the employee's ability to fill scheduled work hours including necessary overtime, stand-by, or on-call duties.
- e. Present a conflict of interest,
- f. Result in misuse of Town property or funds,
- g. Result in use of the Town position for personal gain; or
- h. Violate Town Policy.

(2) Prohibitions

- a. Department Directors are prohibited from engaging in any form of outside employment except as may be specifically approved in writing by the Town Manager.

b. Inability to Work for the Town

- i. If an employee is on leave for his or her own personal illness or injury, the employee may not engage in other employment for up to eight hours after the normally scheduled shift ends for which he or she failed to report.
- ii. Employees on leave as a result of a work-related injury, whether covered or not covered under Workers' Compensation are prohibited from engaging in outside employment.

c. Exercise of Government Authority

- i. No employee shall engage in any employment or business where the work performed by the employee for an individual or entity other than the Town or that of the employee's agents or employee is subject to approval/rejection, inspection, or licensing by the employee's department.
- ii. No employee shall engage in any employment or business on a matter, which is or has been the subject of an investigation by the employee's department within the last 12 months, nor may the employee appear as

a witness (except by court order) in any proceeding as a result of such employment.

- iii. If an employee is doing work with a contractor that the Town conducts business with and who is currently providing services to the Town, the employee may not perform the same job function as an employee of the Town within Town limits. Unless approved by the Town Manager.

G. Approval

- (1) Employees are required to complete and submit the Outside Employment Authorization Form prior to accepting any outside employment.
- (2) Failure to obtain prior approval may result in disciplinary action up to and including termination.

H. Revocation of Outside Employment

- (1) The Town reserves the right to revoke an employee's outside employment authorization at any time based on operational needs, emergency circumstances, or job performance concerns.
- (2) Except in emergency situations, the Town will provide the employee with at least 14 calendar days' notice prior to revoking previously approved outside employment.

12. SOLICITATION AND USE OF TOWN PROPERTY

- A.** Town property, including buildings, facilities, grounds, and parking areas, is public property and must be used for official governmental or public purposes. It is not to be used for private gain, except when such gain is incidental to a use that primarily serves the public or supports Town employees in their roles as public servants.
- B.** Unless specifically permitted under this policy, solicitation is not allowed by or of Town employees during working hours or on Town property.

C. Permitted Solicitation

- (1) Town employees may engage in limited solicitation under the following circumstances:
 - a. **Fundraising Sales**
Employees may sell items for nonprofit fundraising (e.g., Girl Scout cookies, Passbooks, gift wrap, candy) to coworkers.

- i. The sale is prohibited from being conducted in public areas and to the general public on public property.
- b. **Town Logo Merchandise**
Employees or individuals authorized by their Department Director may solicit orders from Town staff for official Town or Department merchandise (e.g., shirts, hats, jackets, promotional items).

(2) Restrictions

- a. Solicitation must not interfere with the employee's own duties or the work of others.
- b. The Town may revoke solicitation privileges at any time, with or without notice.
- c. Non-employees are prohibited from soliciting on Town property, in accordance with applicable federal, state, and local laws.
- d. Employees must not use pressure, coercion, or forceful tactics when soliciting. Participation in any fundraising or purchase activity must be strictly voluntary.

DEFINITIONS

Alternate Work Schedule

A recurring work schedule that differs from the Town's general business hours and requires prior approval.

Break Period

A paid 15-minute rest break provided to non-exempt employees during their work shift.

Core Business Hours

Generally, refers to the period between 8:00 a.m. and 5:00 p.m., Monday through Friday, when Town offices are open to the public.

Exempt Employee

An employee who is exempt from overtime provisions of the Fair Labor Standards Act (FLSA), typically salaried and ineligible for overtime pay.

Meal Period

An unpaid break of at least 30 minutes provided to employees working more than six consecutive hours.

Non-Exempt Employee

An employee who is eligible for overtime pay under the FLSA for hours worked beyond 40 in a Work Period or applicable hours under Section 207k Work Period schedules.

Outside Employment

Any job, self-employment, business activity, or professional service performed by a Town employee outside of their regular duties and schedule with the Town.

Rest Break

A short, paid break during work hours (see "Break Period").

Shift

The specific work hours assigned to an employee within a workday or workweek.

Work Period

The recurring seven-day period used to determine FLSA compliance for non-exempt employees; 14 days for Section 207(k) employees.

Shift Structure

Refers to the overarching scheduling framework used to assign work periods for operational units, such as the 48/96 schedule for Fire or the Panama schedule for Police Patrol.

Solicitation

Any attempt to advertise, market, or sell a product or service; seek memberships; or request donations or contributions.

PROCEDURES AND FORMS

- Alternate Work Schedule Form
- Home Safety Checklist
- Outside Employment Authorization Form
- Telework Request Form

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Occupational Safety and Health Act (OSHA)
- Workers' Compensation Act

SUPERSEDES

Human Resources Policy and Procedure Manual

Working Conditions Policy

Section: 111 – Solicitation/Sales on Town of Trophy Club Property

Section: 302 – Work Hours

Section: 307 – Other Employment

Section: 309 – Attendance and Punctuality

Section: 702 – Emergency Management

Dress Code Policy

Policy Number	TM - 513
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to ensure that all employees of the Town present a professional, respectful, and safety-conscious appearance in alignment with the Town's values and its representation of the community. This policy provides direction on appropriate attire and personal grooming standards based on work environment, customer interaction, and specific job responsibilities. Maintaining a consistent and professional appearance supports the Town's credibility, promotes a positive workplace culture, and helps ensure employee safety across various roles.

2. POLICY

It is the policy of the Town that all employees dress in a manner that is professional, appropriate to their work environment, and reflective of the Town's standards of excellence and commitment to public service. Employees are expected to present themselves in clean, well-groomed, and appropriate attire each day, with due consideration for safety, personal hygiene, and the Town's standing as a well-respected community. All employees share the responsibility of maintaining a professional appearance that reinforces public confidence and supports a respectful, inclusive, and safe workplace.

3. RESPONSIBILITY

- A.** Department Directors, in alignment with this policy, will establish the appropriate work attire for their department based on the work environment and safety needs.
- B.** Supervisors are responsible for implementing and enforcing the Dress Code Policy in their areas. This includes counseling employees whose appearance does not meet expectations.
- C.** If an employee's appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to correct the problem. Employees will be sent home

without pay. Repeated disregard for this dress code may result in disciplinary action up to and including termination of employment.

- D.** The Town Manager may authorize specific attire for special events or activities, even if such attire would otherwise be outside this Dress Code Policy.

4. REASONABLE ACCOMMODATION

Employees seeking reasonable accommodation to this policy, or to a department-specific standard, for religious beliefs or medical needs must contact the Department of Human Resources.

5. UNIFORM AND BRANDED ATTIRE

- A.** Department Directors will identify positions that require uniforms or Town-branded attire, including appropriate footwear based on job-specific safety requirements. Each department requiring uniforms must establish a written policy outlining these requirements.
- B.** All Departments will adhere to the Town's Branding Standards Guidelines and approved logo when creating and purchasing uniforms and specific apparel.
- C.** Employees who are required to wear uniforms or specified apparel will be provided with such items upon employment. Replacement items will be furnished at the department's expense, as needed and in accordance with department standards.
- D.** Uniforms and branded apparel must be well-maintained, functional, clean, and free from rips, holes, or tears.
- E.** Upon separation from employment, employees must return all Town-branded uniforms and apparel. Supervisors are responsible for collecting these items and ensuring the removal or destruction of Town branding where appropriate.

6. NON-UNIFORM ATTIRE

- A.** The Town is committed to providing a work environment that is free of safety hazards, offensive or inappropriate clothing, and harassment of any kind.
- B.** Smart Casual is the standard attire for most non-uniformed employees.
 - (1)** Acceptable Smart Casual attire includes polo or button-down shirts, properly fitting t-shirts without large graphics or logos, blouses, jeans, capris, slacks, or

skirts, and clean sneakers, dress sandals, or casual dress shoes. This attire should project a neat, professional, and comfortable appearance.

- (2)** Clothing that is overly casual such as beachwear, athletic or athleisure wear, flip-flops, casual sandals that expose a significant portion of the foot, or garments that are excessively short or low-cut, are not considered Smart Casual.
- C.** Employees may be required to wear Business or Business Casual attire when attending or participating in formal business meetings, including Town Council, Board and Commission meetings, or meetings with clients, residents, or vendors, as well as external events or trainings.
- (1)** Business Attire includes slacks, dress pants, skirts, or dresses; dress shirts or blouses; blazers or suit jackets; and dress or casual dress shoes. The appearance should be polished and professional.
 - (2)** Business Casual Attire includes collared shirts, polos, or blouses; slacks, khakis, or skirts; and casual dress shoes, including clean sneakers. This style is less formal than Business Attire but more refined than Smart Casual.
- D.** Employees must wear attire that communicates professionalism and is in good condition, clean, properly fitted, well-maintained, and not revealing.

E. Unacceptable Attire/Appearance

- (1)** Clothing must not be overly revealing, see-through so as to reveal undergarments or midriff, distracting, offensive, provocative or expose the abdomen, chest, buttocks, or undergarments.
- (2)** Clothing must be free from graphics, language, and logos representing sexually suggestive content, foul language, political topics, morally objectionable content, or references to illegal drug use.
- (3)** Clothing must be well-maintained, functional, clean, and free from rips, frayed, holes, or tears.
- (4)** Clothing, jewelry, and hairstyles must not pose safety risks (e.g., excessively loose or dangling items).
- (5)** Body art (including but not limited to temporary or permanent tattoos, foreign objects inserted under the skin) and body piercings must be appropriate in content, aligned with professional standards, and consistent with the overall intent of this policy. They must not impose a safety risk. Gauge earrings, bull-nose rings, lip piercings, and large facial body art are prohibited. Body art that is inconsistent with this policy must be covered up while the employee is on

duty or otherwise representing the Town, including when the employee is wearing Town-branded uniforms and clothing. However, a skin-tone patch or other covering shall not be an option to cover body art on the employee's face.

DEFINITIONS

None

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Civil Rights Act of 1964 (Title VII)
- Occupational Safety and Health Administration (OSHA) Standards

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 208 – Dress Code

Compensation Policy

Policy Number	TM - 514
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of the Town's Compensation Policy is to establish a clear and equitable framework for employee compensation that supports the recruitment, retention, and recognition of a highly qualified and motivated workforce. This policy reflects the direction and philosophy of the Town Council and is grounded in principles of transparency, market competitiveness, internal equity, and legal compliance.

The Town is committed to maintaining a compensation structure that aligns with the value of each position, supports consistent movement within established salary ranges, and rewards performance through merit-based increases when applicable. The Compensation Plan is designed to comply with all applicable federal and state laws, including the Fair Labor Standards Act (FLSA), and incorporates various forms of compensation as outlined in this policy to support a comprehensive and fair approach to total rewards.

2. POLICY

It is the policy of the Town to administer a fair, consistent, and competitive compensation program that supports the Town's goals and operational needs. Compensation shall be based on job responsibilities, market conditions, internal equity, and individual performance, while ensuring compliance with all applicable federal and state laws. The Town's Compensation Policy applies to all employment classifications and is intended to promote transparency, fiscal responsibility, and the long-term sustainability of the Town's workforce.

3. COMPENSATION PAY PLAN

- A.** Town Council shall approve the Compensation Pay Plan to establish the base salary Pay Range of all Town Classifications during the budget process. The Town Manager is authorized to make adjustments to the Compensation Pay Plan throughout the year

as necessary to accommodate organizational needs. This may include new classifications or reclassifications, as needed.

- B.** The Town Manager and/or their designee shall conduct an annual review to ensure the Town is remaining competitive and paying fair market value for the duties performed. The annual review and recommendation to Town Council may include the following data:

- (1)** A compensation study of the Town's Benchmark Agencies
- (2)** Federal Cost of Living Adjustment
- (3)** Metroplex municipalities annual pay adjustments
- (4)** Dallas/Fort Worth Living Wage

The Town shall conduct a comprehensive Compensation Study of the Town's Benchmark Agencies at least every three years, and will strive to set the minimum pay range for each classification at the 50th Percentile.

C. Benchmark Agencies

The Town Council has established Benchmark Agencies consisting of comparable and competitive local municipalities, to compare compensation data to ensure the Town is paying fair market value for the services rendered and duties performed by all classifications within the Town. The Town's 16 Benchmark Agencies are as follows:

Comparable

Azle
Forest Hill
Highland Village
Glenn Heights
Melissa
Mineral Wells
Red Oak
Royse City

Competitors

Coppell
Flower Mound
Grapevine
Justin
Keller
Northlake
Roanoke
Southlake

D. Town Officer Authority

The Town Manager has the authority to set staff salaries within the Pay Range and budget set forth by Town Council.

E. Performance Merit Increases

During the annual budget process, Town Council shall consider appropriating funding for performance merit increases for employees meeting performance standards.

4. FLSA WORK PERIODS

A. Standard Work Period

For the purposes of compliance with the Fair Labor Standards Act (FLSA), the official Work Period for all employees, excluding those covered under Section 207(k), is a seven-day period that begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday.

B. Police Employees - Section 207(k) Employees

- (1)** In accordance with Section 207(k) of the Fair Labor Standards Act (FLSA), also referred to as 7k Schedule, the Town has established a 14-day Work Period for eligible law enforcement personnel.
- (2)** The official 207(k) Work Period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the second Saturday following the start date.
- (3)** Only employees who meet the FLSA definitions for law enforcement activities are covered under the Section 207(k) exemption. This includes the following classifications: Police Officer, Police Sergeant, Police Detective. Non-sworn or administrative roles are not eligible for the 207(k) exemption.

C. Fire Employees - Section 207(k) Employees

- (1)** In accordance with Section 207(k) of the Fair Labor Standards Act (FLSA), also referred to as 7k Schedule, the Town has established a 14-day Work Period for eligible fire protection personnel.
- (2)** The official 207(k) Work Period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the second Saturday following the start date.
- (3)** Only employees who meet the FLSA definitions for fire protection activities are covered under the Section 207(k) exemption. This includes the following classifications: Firefighter, Driver Engineer, and Fire Captain. Part-time firefighters working sporadic, irregular schedules and other civilian or administrative roles are not eligible for the 207(k) exemption.

5. PAY PERIOD AND PAYDAY

- A.** The Town's standard pay period is a biweekly (14-day) cycle. Each pay period begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on the second Saturday following. Employees are paid for all hours worked during this period in accordance with the Town's payroll schedule and applicable laws.

- B.** The Town's payday occurs on the Friday immediately following the end of each pay period. Paychecks or direct deposits will be issued no later than this day to ensure timely compensation for all eligible employees. If the scheduled payday falls on a Town-observed holiday, payday will be advanced to the preceding business day.

C. Pay Upon Separation

Employees who separate from employment with the Town will receive their final paycheck, including any earned but unused leave or other final payments owed, on the next regular payday following their separation date.

6. PAYROLL DEDUCTIONS

- A.** Employment with the Town requires certain payroll deductions. Deductions from pay will be made under the following circumstances:

- (1)** As required by law.
- (2)** For voluntary programs available to all regular employees, with individual consent and Town Manager approval.
- (3)** To cover costs of fringe benefits or special programs authorized by the Town Manager.
- (4)** To recover amounts owed to the Town for reasons including, but not limited to:
 - a. Erroneous payments made to the employee.
 - b. Loss, damage, or theft of Town property or equipment.
 - c. Failure to meet conditions of the Tuition Reimbursement Program.
 - d. Non-equipment related costs such as expense account overages, or excessive phone charges,.
 - e. Specialized training where the employee has failed to meet certain requirements of the Town providing funding for that training.

- B.** Repayments (except final paycheck adjustments) will be deducted over the same period in which the payments were originally made. An employee may request a modification to the repayment schedule to either repay the amount in full or to extend the repayment period to prevent undue financial hardship.

7. RATES OF PAY

A. Hourly Rate

The Hourly Rate of pay for each employee is that amount the employee is designated to receive within the salary range for the employee's job classification. The Hourly Rate of pay does not include certification pay, incentive, or allowance.

B. FLSA Regular Rate

Under the Fair Labor Standards Act (FLSA), the Regular Rate of Pay includes an employee's hourly rate plus most other forms of compensation, including but not limited to nondiscretionary incentives, longevity, and differentials. This rate is used to calculate overtime pay for all non-exempt employees.

C. FLSA Overtime Rate

The FLSA Overtime Rate for non-exempt employees is calculated at one and one-half times their FLSA Regular Rate of Pay.

8. OVERTIME PAY LIABILITY

A. Overtime Authorization

Employees are not permitted to work overtime without prior authorization from their immediate supervisor or Department Director. Working unauthorized overtime may result in disciplinary action, up to and including termination.

B. FLSA Standard Work Period

Non-Exempt Employees subject to the FLSA Standard Work Period, as defined in section 4.A above, will be paid the FLSA Overtime Rate for all hours worked in excess of 40 Work Hours in the Work Period. FLSA Exempt Employees are not eligible for overtime.

C. Section 207(k) Employees (Police)

Non-Exempt Police Employees subject to the FLSA Section 207(k), as defined in section 4.B above, will be paid the FLSA Overtime Rate for all hours worked in excess of 80 Work Hours in the Work Period.

D. Section 207(k) Employees (Fire)

Non-Exempt Fire Employees subject to the FLSA Section 207(k), as defined in section 4.C above, will be paid the FLSA Overtime Rate for all hours worked in excess of 106 Work Hours in the Work Period.

E. Work Hours

Work Hours for the purpose of calculating FLSA Overtime, includes all hours physically worked. In addition, vacation and personal leave are counted as hours worked. All other leave types are not considered time worked.

F. Compensatory Time (CTO)

- (1)** Exempt employees are not eligible to earn CTO.
- (2)** Non-exempt employees are eligible to earn CTO in lieu of overtime pay, subject to advance approval by both the employee and their Supervisor or Department Director.
- (3)** CTO is earned at the rate of 1.5 hours of compensatory time for each hour of authorized overtime worked.
- (4)** Eligible employees may accrue a maximum of 48 hours of CTO.
- (5)** Use of compensatory time must be scheduled in advance and is subject to supervisory approval based on operational needs.
- (6) Payout of CTO**
 - a. The Town reserves the right to pay out all or part of any accrued CTO at any time, at the employee's current Regular Rate of pay.
 - b. Upon separation from employment, employees will be compensated for all unused CTO at their Regular Rate at the time of separation.

9. DISASTER RESPONSE

The Town will determine compensation and leave usage during emergencies based on applicable laws, local policy, and the nature of the incident. This may include administrative leave, emergency pay, or alternate work arrangements, as authorized by the Town Manager.

10. ADDITIONAL PAYS

A. Longevity Pay

- (1)** Longevity pay recognizes and rewards continued, loyal service by Regular Full-time employees of the Town.
- (2)** All Regular Full-time employees that have completed at least 12 full months of Full-time service are eligible to receive longevity pay.
- (3)** Employees that have reached 12 months of Full-time service by December 31 each year will be eligible for that years Longevity Payment.

- (4)** Longevity pay is issued annually in December via a separate check. Except as provided in subsection (5) below, employees must be in active status on the issuance date to receive payment. Employees completing the required service within the year will receive eligible amounts in that December's payment.
- (5)** Police and Fire employees who separate from employment before the annual longevity payout date will receive a pro-rated longevity payment based on the number of full months worked during the calendar year.
- (6)** Paid leave counts toward continuous service.
- (7)** Any break in service resets longevity accrual from the rehire date.
- (8)** A month is counted as completed if the employee began work on or before the 15th of that month or left Town employment on or after the 16th of the month.
- (9)** Pay amount will be determined by the Town Manager each year and in compliance with applicable laws and approved by Town Council in the budget.
61 months or more
 - a. Maximum annual payment: \$2,000
- (10)** Longevity Pay is subject to all applicable tax withholdings and TMRS contributions.

B. Step Up Pay

- (1)** Step-Up Pay is provided to compensate sworn Police and Fire employees who are temporarily assigned to perform the duties of a higher-level position for a limited period, such as covering a shift or cycle.
- (2) Eligibility and Scope**
 - a. Step-Up Pay applies exclusively to sworn Police and Fire personnel.
 - b. The assignment must involve the performance of a higher-level classification's full range of duties for a short-term period (e.g., one shift or duty cycle).
 - c. Any assignment lasting a full pay period or longer will be treated as a Temporary Reassignment and will follow the Working Conditions Policy.
 - d. Step-Up Pay applies only for the time period in which the employee performs the higher-level duties.
 - e. Step-Up Pay does not constitute a promotion, reclassification, or permanent assignment to the higher-level position.

(3) Approval and Documentation

- a. All Step-Up assignments must receive prior approval from the Department Director or designee.
- b. Employees must be qualified for the higher-level role and capable of performing the full scope of responsibilities.
- c. Supervisors are responsible for verifying qualifications before authorizing the assignment. Failure to properly verify qualifications may result in disciplinary action.
- d. Employees must accurately record all Step-Up assignments on their timesheet using the designated Step-Up code.

(4) Compensation

Employees approved for Step-Up Pay shall receive at least 5% pay increase, or the minimum pay rate for the higher-level classification, whichever is greater.

C. Certification and Incentive Pay

(1) Certification Pay

- a. The Town encourages and supports professional development through training and certification programs that enhance employee skills and improve service to the community.
- b. Regular full-time employees may be eligible to receive Certification Pay for obtaining and maintaining approved professional certifications and licenses that are directly related to their job duties.
- c. Employees can only receive Certification Pay for one certification in each category, such as multiple IT certifications or law enforcement certifications. If an employee holds multiple certifications in the same category, only the highest-level one will be used to determine the pay.
- d. Employees are responsible for notifying their supervisor upon obtaining a new certification or license. In addition, employees are responsible for notifying their supervisor when their certification or license expires.
- e. Supervisors are responsible for completing and submitting a Personnel Change Notice, along with a copy of the certification or license, to the Department of Human Resources. In addition, supervisors are responsible for submitting a Personnel Change Notice to terminate the Certification Pay.

- f. Employees are not eligible to receive back pay for Certification Pay, unless authorized by the Town Manager.

(2) Incentive Pay

- a. Regular full-time employees may be eligible for Incentive Pay for performing specialized duties that contribute to enhanced efficiency, effectiveness, or service delivery within Town operations.
- b. Departments that identify the need for an employee to receive Incentive Pay, or the need to terminate the Incentive Pay must submit a Personnel Change Notice to the Department of Human Resources.
- c. Employees are not eligible to receive back pay for Incentive Pay unless authorized by the Town Manager.

- (3)** The Town Manager shall have authority to establish a certification and incentive list and corresponding monthly compensation amounts.

D. Shift Differential Pay

- (1)** Sworn Police Employees will receive 2% Shift Differential pay for all hours worked between 6:00 pm and 6:00 am.
- (2)** Employees must accurately record shift differential assignments on their timesheet using the designated PD Nights code.

DEFINITIONS

Classification

A defined job title or role within the Town's organizational structure, assigned a specific salary range based on duties, responsibilities, and qualifications.

PROCEDURES AND FORMS

- Personnel Change Notice

REGULATORY REFERENCES

- Fair Labor Standards Act (FLSA), 29 U.S.C. § 201 et seq.
- Internal Revenue Code (IRC)

Compensation Policy

- Texas Government Code, Title 6, Subtitle B – Municipal Officers and Employees
- Texas Labor Code, Chapter 61 – Payment of Wages
- Texas Local Government Code, Chapter 141 – Compensation and Benefits
- Texas Municipal Retirement System (TMRS) Guidelines
- U.S. Department of Labor Wage and Hour Division Regulations

SUPERSEDES

Compensation Policy – TC-001

Human Resources Policy and Procedure Manual
Section: 402 – Compensation

Benefits and Wellness Policy

Policy Number	TM – 515
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this Benefits Policy is to outline the comprehensive range of benefit programs offered by the Town to support the overall well-being of our employees and their eligible dependents. These benefits include health and welfare plans, voluntary insurance options, retirement, and additional resources supporting employee wellness. Through the Town's Section 125 Cafeteria Plan, employees may choose from a variety of pre-tax or post-tax benefit options to best meet their personal and family needs. This policy is intended to ensure transparency, promote informed decision-making, and reflect the Town's commitment to supporting its workforce in all aspects of life, physical, financial, and emotional.

2. POLICY

This policy establishes the framework for the administration of health and welfare benefits, voluntary insurance options, retirement benefits, and additional support resources. The Town provides these benefits through a Section 125 Cafeteria Plan, enabling eligible employees to select from a variety of pre-tax and post-tax benefit options that best suit their individual and family needs. Participation in certain benefit programs may be subject to eligibility requirements and plan rules. The Town reserves the right to modify, amend, or terminate any of its benefit programs at its discretion, consistent with applicable laws and regulations.

3. BENEFIT PLAN OVERSIGHT AND ADMINISTRATION

- A.** The Town's Benefit Trustees, comprised of the Town Manager, Director of Finance, and Director of Human Resources, are responsible for the annual review and oversight of all employee benefit plans. This includes evaluating plan performance, vendor services, and compliance with applicable laws and regulations to ensure that

the Town's benefits continue to meet the needs of its employees effectively and efficiently.

- B.** The Department of Human Resources is charged with the day-to-day administration of all benefit programs. This includes managing employee enrollments, processing changes, providing benefit education and communication, coordinating with vendors, and serving as the primary point of contact for employees regarding benefit-related questions and issues.

4. HEALTH AND WELFARE

- A.** The Town offers eligible employees the opportunity to participate in a Section 125 Cafeteria Plan, in accordance with the Internal Revenue Code. This plan allows employees to pay for certain qualified benefit premiums on a pre-tax basis, which reduces their taxable income and increases take-home pay.

- B.** Benefits available under the Cafeteria Plan may include, but are not limited to:

- (1)** Medical, dental, and vision insurance premiums
- (2)** Health and dependent care flexible spending accounts (FSAs), and a Health Savings Account (HSA)
- (3)** Supplemental and voluntary insurance premiums

- C.** Participation in the Cafeteria Plan is voluntary and subject to annual open enrollment, qualifying life events, and applicable IRS rules. Once benefit elections are made, changes are generally not permitted during the plan year unless a qualifying life event occurs.

- D.** All Regular Full-time employees are eligible to participate in the Town's Health and Welfare benefit plans.

E. Benefit Premiums and Town Contributions

- (1)** The cost of employee benefit premiums is shared between the Town and eligible employees, as established by the Town's Benefit Trustees and approved by the Town Council. The Town may contribute a portion of the premium costs for core benefit plans, such as medical, dental, and vision insurance, in accordance with its annual budget and in compliance with the requirements of the Affordable Care Act (ACA).
- (2)** Each year, prior to the annual Open Enrollment period, the Town Council will review and approve the Town's benefit plans.

- (3) Employees are responsible for the remaining premium costs, which will be deducted from their paychecks on a pre-tax or post-tax basis, on the first two pay checks of each month, depending on the type of benefit and the structure of the Section 125 Cafeteria Plan.
- (4) Premium rates and contribution details will be communicated to employees during Open Enrollment and made available through Human Resources and benefits materials.

F. Benefit Coverage During Unpaid Leave

- (1) Employees who are on unpaid leave for an entire calendar month may remain enrolled in the Town's benefit plans during their leave. However, during such periods of unpaid leave, the employee is not eligible for Town contributions, unless otherwise required by applicable law (e.g., FMLA, USERRA), toward the cost of premiums.
- (2) Employees may elect to continue or terminate their coverage during the unpaid leave period.
- (3) To prevent a lapse in coverage, employees are required to reimburse the Town by paying the full premium amount in advance, no later than the 1st of each month for which benefits are to be maintained. Failure to make timely payments may result in the termination of coverage.
- (4) Employees are encouraged to consult with Human Resources before beginning an unpaid leave to understand their benefit continuation options and financial responsibilities.

G. Plan Authority and Legal Disclaimer

- (1) Eligibility for benefits and the specific terms of coverage described in this Policy are governed by the official plan documents and applicable federal and state laws. This Policy provides a general summary of available benefits; however, if any part of this summary conflicts with the official plan documents, the plan documents will take precedence.
- (2) The Town retains the discretionary and final authority to interpret all employee benefit plans, determine eligibility, and decide the amount, timing, and manner of any benefit payments, as permitted by law and any contracts with plan administrators.
- (3) For detailed information, employees should refer to the official benefit plan documents and applicable federal or state regulations.

H. Affordable Care ACT (ACA) Administration

- (1)** In compliance with the ACA's employer mandate, the Town intends to offer minimum essential health coverage as required by the ACA.
- (2)** In accordance with the ACA's 95% offer coverage safe harbor (the "5% rule"), the Town may exclude up to 5% of otherwise eligible employees under the ACA from being offered coverage without triggering employer shared responsibility penalties under Internal Revenue Code Section 4980H. Employees excluded under this provision are typically selected in a manner consistent with nondiscrimination requirements and based on administrative or operational considerations, and not on any prohibited factor. Only Regular Full-Time employees are eligible for the Town's health insurance benefit.
- (3)** The Town uses the Look-Back Measurement Method to identify potential benefit eligible employees under the Employer Shared Responsibility provisions of the ACA.
- (4) Measurement and Stability Periods**
 - a. The Standard Measurement Period is a 12-month period, beginning each year on October 1 and ending on September 30.
 - b. Employees who average 30 or more hours per week (or 130 hours per month) during the measurement period may be considered benefit eligible for the purposes of health insurance eligibility.
 - c. The Stability Period is the 12-month period following the measurement period, beginning on October 1 of the following fiscal year, during which eligible employees may remain eligible for health benefits, regardless of any changes in hours worked.

I. COBRA Continuation Coverage

- (1)** In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Town offers eligible employees and their covered dependents the opportunity to continue participation in certain group health benefits when coverage would otherwise end due to a qualifying event.
- (2)** The Town will administer continuation of health coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) and applicable state and federal laws. Eligible employees and their dependents will be notified of their rights to continue medical, dental, and vision coverage when a qualifying event occurs.

- (3) Employees may contact the Department of Human Resources with any questions about COBRA eligibility or enrollment.

5. RETIREMENT

A. Texas Municipal Retirement System (TMRS)

- (1) All Regular Full-time employees and Regular Part-time (A) employees who occupy positions designated as requiring 1,000 or more hours per fiscal year, must participate in the Texas Municipal Retirement System (TMRS).
- (2) TMRS is Town and employee funded, and the plan is administered by TMRS pursuant to Texas law.
- (3) The employee's contributions vest immediately and the Town's contributions vest after five years.
- (4) The amount of benefit at retirement under TMRS is determined by the plan document and state law.

(5) TMRS Death Benefits

- a. The Town adopted the Supplemental Death Benefit, provided by TMRS, in October 1998. Therefore, any TMRS member employed with the Town on or after October 1, 1998, is eligible for this benefit.

1) Active employees

This benefit pays one time the member's annual salary to their designated beneficiary upon the death of the employee.

2) Retired employee

This benefit pays \$7,500 to the retiree's designated beneficiary upon the death of the retiree.

B. Deferred Compensation

- (1) Regular full-time employees may elect to participate in the Town's optional Deferred Compensation Plan through payroll deduction of pre-tax dollars. Contributions are voluntary and subject to annual IRS limits.
- (2) Withdrawals from the Deferred Compensation Plan are permitted only under circumstances defined in the official plan documents. Early withdrawals may be subject to taxes and penalties in accordance with applicable IRS regulations.

C. Retiree Health Coverage

- (1)** Regular Full-time employees who retire from Town service may enroll in the Town's medical, dental, and vision plans.
- (2)** To be eligible, employees must:
 - a. Retire from the Town and apply for retirement benefits through the Texas Municipal Retirement System (TMRS) within 30 days of separation from employment, and
 - b. Have completed a minimum of ten consecutive years of service with the Town, or
 - c. Be at least 55 years of age at the time of retirement with at least five years of consecutive Town service.
- (3)** Retirees are responsible for 100% of the monthly benefit premiums. Premium payments are due to the Department of Human Resources by the 15th day of the month prior to the month of coverage.
- (4) Dependent Coverage**
 - a. Retirees may continue coverage for eligible dependents if the dependent was enrolled in Town benefits at the time of the employee's retirement.
 - b. If a retiree elects to continue coverage for a dependent at the time of retirement and later discontinues that dependent's coverage, the dependent will not be eligible for re-enrollment under the retiree health plan.
- (5) Ineligibility**

A retiree and their dependents become ineligible for retiree health coverage if the retiree voluntarily discontinues coverage at any time or upon becoming Medicare eligible.
- (6)** The Retiree Health Coverage program may be amended or repealed at any time. However, any changes will not affect individuals who retire while the program is in effect.

6. EMPLOYEE ASSISTANCE PROGRAM

- A.** The Town provides a confidential Employee Assistance Program (EAP) to support the well-being of employees and their eligible dependents. EAP offers short-term

counseling, referrals, and resources to help address a range of personal, emotional, or work-related concerns. Services may include support for stress, relationship issues, substance abuse, grief, financial challenges, and more.

B. Voluntary Use and Referrals

Employees may access the EAP on a voluntary basis at any time. Supervisors may also recommend or refer employees to the EAP when personal concerns appear to impact work performance or behavior.

C. Mandatory Referrals

- (1)** In certain cases, referral to the EAP may be mandatory, including but not limited to:
 - a. Failure of a drug or alcohol test
 - b. Decline in job performance after refusing or failing to follow through with a prior referral
 - c. Concerns about physical or mental fitness for duty
 - d. Situations posing a risk to safety or the ability to perform essential job functions
- (2)** Mandatory referrals will be coordinated through the Department of Human Resources. Confidentiality of EAP participation will be maintained in accordance with applicable laws and ethical standards.

7. TUITION REIMBURSEMENT PROGRAM

- A.** The Town offers tuition reimbursement to Regular Full-time employees for courses that are part of a degree plan and directly related to the employee's current job or a potential promotional opportunity. Reimbursement is available for tuition and books as approved by the Town Manager up to the IRS annual limit.

B. Eligibility

- (1)** To be eligible, employees must:
 - a. Have completed six months of continuous full-time employment.
 - b. Be in active paid status at the time of reimbursement.
 - c. Enroll in credit-bearing courses from a nationally accredited post-secondary institution.
 - d. Complete the Tuition Reimbursement Form and receive Supervisor or Department Director approval prior to enrolling in the course.

C. Reimbursement Request

- (1)** Upon completion of the course, the employee will submit the Tuition Reimbursement Form and the following documents to the Department of Human Resources.
 - a. An official grade report
 - b. Receipts for tuition and books
 - c. Proof of any financial aid or outside assistance (if applicable)
- (2)** Reimbursement will not be provided for expenses covered by other financial assistance (e.g., VA benefits, grants, scholarships). The Town may reimburse the difference when only part of the cost is covered by outside funds.
- (3)** Reimbursement Amounts
 - a. Associate and Bachelor's Degree Courses:
 - 100% for an "A"
 - 75% for a "B"
 - 50% for a "C"
 - No reimbursement for "D", "F", or other results
 - b. Master's and Doctoral Degree Courses:
 - 100% for an "A"
 - 75% for a "B"
 - 0% for a "C" or below

D. Repayment Requirement

Employees who voluntarily leave employment within two years of receiving tuition reimbursement must repay the amount reimbursed, including tuition and books, at the time of separation.

8. GYM REIMBURSEMENT

- A.** The Town is committed to supporting employee health and wellness by encouraging an active lifestyle. As part of this commitment, the Town offers a Gym Reimbursement Program to assist employees with the cost of maintaining a gym membership or participating in other approved wellness platforms.

B. Eligibility and Reimbursement Amount

- (1)** Regular Full-time employees may be eligible for reimbursement of gym membership fees, up to a monthly amount determined by the Town Manager.

- (2) Reimbursement is contingent upon the submission of a completed Gym Reimbursement Form to the Department of Human Resources along with proof of agreement.

C. Employee Responsibilities

- (1) Employees who participate in the program are expected to actively use their membership. If an employee discontinues or cancels their membership, they must promptly notify the Department of Human Resources and discontinue reimbursement requests.
- (2) Failure to notify Human Resources of a canceled membership will result in the employee being responsible for repaying any ineligible reimbursement amounts received after the cancellation date.

D. Alternative Health and Wellness Options

The Town recognizes that fitness and wellness extend beyond traditional gym memberships. At its sole discretion, the Town Manager may approve reimbursement for alternative health and wellness platforms, such as virtual fitness subscriptions, specialized wellness programs, or similar services, on a case-by-case basis.

DEFINITIONS

Affordable Care Act (ACA)

A federal law enacted in 2010 aimed at expanding access to health insurance, protecting patients, and reducing healthcare costs.

Cafeteria Plan (Section 125 Plan)

A benefit plan under Section 125 of the IRS Code that allows employees to choose among two or more benefits consisting of taxable and nontaxable options.

COBRA (Consolidated Omnibus Budget Reconciliation Act)

A federal law that allows employees and their families to continue health coverage after losing benefits due to job loss, reduction in hours, or other qualifying events.

Dependent

A person (e.g., spouse, child) who is eligible to be covered under an employee's benefit plan according to the terms of that plan.

Deferred Compensation Plan

A retirement savings program that allows employees to set aside a portion of their earnings on a pre-tax basis for future use.

Employee Assistance Program (EAP)

A confidential program that offers counseling and referral services to help employees and their dependents deal with personal or work-related issues.

Eligible Employee

A Regular Full-time or otherwise qualified employee who meets the eligibility criteria for specific Town-sponsored benefits.

Flexible Spending Account (FSA)

A pre-tax benefit account used to pay for eligible out-of-pocket healthcare and dependent care expenses.

Internal Revenue Service (IRS)

The federal agency responsible for enforcing tax laws, including those related to pre-tax benefits and deferred compensation plans.

Open Enrollment

The annual period during which eligible employees may elect or make changes to their benefit elections.

Qualifying Life Event

A change in an employee's personal situation (such as marriage, birth, or loss of other coverage) that may allow them to make mid-year benefit changes.

Texas Municipal Retirement System (TMRS)

A retirement program created for municipal employees in Texas that includes employee and employer contributions and vested benefits.

Unpaid Leave

A period when an employee is not receiving pay from the Town, often for reasons such as personal leave, FMLA, or military duty.

PROCEDURES AND FORMS

- Gym Reimbursement Form
- Tuition Reimbursement Form

REGULATORY REFERENCES

- Affordable Care Act (ACA)
- COBRA (Consolidated Omnibus Budget Reconciliation Act)

Benefits and Wellness Policy

- Internal Revenue Code (Section 125)
- Texas Government Code (Title 8, Subtitle G – TMRS)
- Uniformed Services Employment and Reemployment Rights Act (USERRA)

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 401 – Benefits

Section: 403 – Employee Assistance Program

Leave Administration Policy

Town Manager Policy	
Policy Number	TM - 516
Implementation Date:	10/14/2024
Last Revised Date:	DRAFT
Policy Contact:	Director of Human Resources
Council Resolution Number	2024 - 19
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The Town of Trophy Club offers eligible employees a comprehensive array of paid leave benefits, leave of absence, and workers' compensation, adhering to state and federal laws as outlined in this policy.

2. PAID LEAVE

A. General Provisions of Paid Leave

- (1) Usage of Paid Leave is subject to approval of the employee's Supervisor or Department Director and subject to departmental operational requirements.
- (2) Requests for Paid Leave must be submitted within the designated time frame outlined in this policy via the Town's Time Keeping System and/or the defined department process.
- (3) Paid Leave is only applicable during regularly scheduled work hours.
- (4) Paid Leave cannot be advanced.
- (5) Unauthorized absence on the day before or after approved Paid Leave may result in forfeiture of pay for the approved day off, at the discretion of the Supervisor or Department Director.
- (6) Paid Leave designations cannot be changed retroactively, except as authorized in this Policy or by the Director of Human Resources.
- (7) In the event of an emergency, as determined by the Town Manager, the Town reserves the right to cancel all approved leave with or without notice. Employees may be required to return to work to ensure the continued operation of essential services.

B. Holidays

(1) Eligibility

All Regular Full-time employees in a paid status are granted Holiday pay for 13 Town recognized Holidays as listed below. All other employees are extended the Holiday; however, it is taken without pay. Employees required to work on a Town recognized Holiday will be paid their applicable hourly rate of pay in addition to the Holiday Pay.

(2) Holidays

Veteran's Day	New Year's Day
Day Before Thanksgiving ½ Day	Martin Luther King Jr Day
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Day Before Christmas Eve ½ Day	Independence Day
Christmas Eve	Labor Day
Christmas	

(3) Amount

For payroll administration purposes, a Holiday is the equivalent of eight work hours (12 hours for Fire Suppression).

(4) Holiday During Leave

An official Holiday occurring while on Paid Leave will be reflected as a Holiday on the employee's timesheet.

(5) Unpaid Status

An employee in an Unpaid Leave status the working day before and/or after the Holiday is not eligible to receive Holiday pay.

(6) Monday through Friday Operations Scheduling

In departments that are operational on Monday through Friday only, single day Holidays that fall on Saturday will be observed on the preceding Friday, and those that fall on Sunday will be observed on the following Monday. If Christmas Eve falls on a Friday, the Christmas Holiday will be observed on the following Monday. If Christmas Eve falls on Sunday, it will be observed on the following Monday, and the Christmas Holiday will be observed on Tuesday.

(7) Weekend Operations Scheduling

Employees on shift schedules or 24/7 operations will observe the Holidays on the actual Holiday.

(8) Non-Town Holidays

An immediate Supervisor and/or Department Director may grant the use of available Vacation or Personal Time Off to an employee who wishes to observe a national or religious Holiday not officially observed by the Town. If no accrued leave is available, an employee may be granted authorized Leave Without Pay. Such leave must be requested at least two weeks before the requested Holiday.

C. Vacation

(1) Accrual

- a. All Regular Full-time and Regular Part-time A and B employees are eligible to accrue Vacation as outlined below.
- b. Regular Part-time (A) employees will receive accruals on a pro-rata basis at one-half the Regular Full-time rate.
- c. Regular Part-time (B) employees will receive Vacation accruals at a rate of one hour per pay period in which they worked.
- d. Vacation will begin accruing upon the date of hire and be allotted after each completed pay period.
- e. Employees may accrue up to two times their annual accrual rate. Vacation balances exceeding the Maximum Accrual Rate as outlined below on October 1 of each year shall be reduced to not exceed the Maximum Accrual Rate.
- f. Vacation shall not accrue during a leave of absence without pay. An employee returning to work from unpaid leave status will resume Vacation accrual.
- g. Retirement, resignation, or dismissal constitutes a break in continuous active service for Vacation accrual purposes. An employee who is re-hired within 90 days after retirement, resignation, or dismissal will begin accruing Vacation at the accrual rate that was in place when they left. An employee who is re-hired more than 90 days after retirement, resignation or dismissal will accrue at the same rate as a new hire.

Regular Full-time Non-Exempt Employees

Months of Service	Days Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual
1 – 60	10	80	3.34	160
61 – 120	15	120	5	240
121+	20	160	6.67	320

Regular Full-time Exempt Employees

Months of Service	Days Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual
1 – 60	15	120	5	240
61 – 120	20	160	6.67	320
121+	25	200	8.34	400

Fire Suppression Full-time Employees

Months of Service	Shifts Accrued Per Year	Hours Accrued Per Year	Hours Accrued Per pay period*	Maximum Accrual
1 – 60	5	120	5	240
61 – 120	7.5	180	7.5	360
121+	10	240	10	480

*All accruals are spread out over 24 pay periods per year and will not accrue on the third paycheck of the month.

(2) Use

- a. Vacation may be taken after an employee successfully completes their first six months of employment with their Supervisor or Department Director approval. In an emergency or under special circumstances, the Town Manager, or their designee may allow the employee to use accrued Vacation during the first six months of employment.
- b. Vacation may be used for attending to personal business, for extension of another paid leave, for leave under the Family and Medical Leave Act, or for inability to report to work because of bad weather when the Town is not officially closed. Accrued Vacation leave may also be used for other purposes at the discretion of the employee and with the approval of the immediate Supervisor or Department Director.
- c. Once a resignation or retirement notice is given by the employee, accrued Vacation can be taken during the notice period only upon the approval of the Town Manager or designee.

- d. An employee on a disciplinary unpaid suspension may not use Vacation Leave for the duration of the disciplinary suspension.

(3) Requests To Use

- a. Employees may request the use of any available vacation that has been accrued at the time of request.
- b. Employees will submit a time-off request in the Town's Time Keeping System or as determined by the Department or Division policy or directive.
- c. Time off requests may be granted at the discretion of the immediate Supervisor or Department Director based on operational needs.

(4) Unused Accrued Leave

Employees with at least six months of service shall be paid for any unused accrued Vacation up to the maximum accrual when they leave employment with the Town.

D. Personal Time Off

- (1)** All Regular Full-time employees are granted 8 hours (12 hours for Fire Suppression) of Personal Time Off (PTO) on the first pay period of each Fiscal year. Employees hired after the first pay period of the fiscal year but before April 1 will be granted 8 hours (12 hours for Fire Suppression) of Personal Time Off. Employees hired between April 1 and June 30 each year will receive 4 hours (6 hours for Fire Suppression) upon hire. Employees hired on or after July 1 each year will not receive Personal Time off for that fiscal year.
- (2)** Personal Time Off (PTO) does not rollover from year to year and it is not paid out at year end.
- (3)** Personal Time Off (PTO) is not paid out upon termination of employment.

E. Executive Leave

- (1)** Department Director's shall be credited with 40 hours of Executive Leave on the first pay period of each fiscal year.
- (2)** Department Director's appointed after the beginning of the fiscal year shall be entitled to a pro rata share of Executive Leave based on the number of full months remaining in the fiscal year.

- (3)** Executive Leave does not roll over year to year. All unused leave at the end of each fiscal year will be forfeited and is not paid out.
- (4)** Executive leave is not paid out upon termination of employment.

F. Sick Leave

(1) Accrual

- a. All Regular full-time employees are eligible to accrue 96 hours of Sick Leave per year (144 hours for Fire Suppression), dispersed over 24 pay periods.
- b. Sick Leave will begin accruing upon the date of hire and be allotted after each completed pay period.
- c. Employees may accrue up to 1,040 hours (1,460 for Fire Suppression) of Sick Leave. Sick Leave accrual shall cease when an employee's accrued Sick leave balance reaches the maximum accrual.
- d. Sick Leave will not be advanced.
- e. Sick Leave shall not accrue during a leave of absence without pay. An employee returning to work from unpaid leave status will resume accruing Sick Leave.

(2) Use

- a. All full-time employees may be granted use of Sick Leave according to the following:
 - i. Sick Leave may be used for an employee's illness, injury, medical appointments, or to care for the employee's spouse, parent/step-parent/parent in-law, child/stepchild with an illness, injury, or medical appointment. In addition, up to 3 days of Sick Leave may be used after bereavement pay is exhausted to attend to other bereavement activities.
 - ii. Notice of unexpected absence for which sick leave may be used must be given by the employee to their immediate Supervisor one hour prior to their scheduled start time, unless otherwise required by department policy or procedure. The employee shall report on each subsequent day of absence.

- iii. Failure to give notice may result in the absence being unapproved, without pay and subject to disciplinary action, up to and including termination.
- iv. Upon return to work an employee must submit a time off request in the Time Reporting System for the missed hours or submit time in accordance with directives provided by the Department Director.
- v. If an employee becomes hospitalized, unable to travel, or is on any other restrictions by a physician's orders during Vacation leave, the time will be charged to Sick Leave if the employee provides a physician's written statement confirming the medical restriction or hospitalization.
- vi. When Sick Leave has been exhausted, accrued paid Vacation leave may be used in cases of personal illness or physical incapacity.
- vii. An employee's immediate Supervisor shall be responsible for notifying the Department of Human Resources on the third consecutive workday when an employee is absent due to illness for three consecutive workdays.
- viii. Retirement, resignation, or dismissal constitutes a break in continuous active service for Sick Leave purposes. An employee who is re-hired within 90 days after retirement, resignation, or dismissal will begin accruing Sick Leave at the accrual rate that was in place when they left. An employee who is re-hired more than 90 days after retirement, resignation, or dismissal, will accrue at the same rate as a new hire
- ix. Unused Sick Leave will not be paid upon separation of employment.
- x. An employee on a disciplinary unpaid suspension may not use Sick Leave for the duration of the disciplinary suspension.

b. Inappropriate Use or Abuse

- i. Inappropriate use, abuse, or patterns may be subject to disciplinary action up to and including termination. Examples include but are not limited to:
 - When an employee uses Sick Leave for unauthorized purposes or misrepresents the actual reason for the absence.
 - When usage of Sick Leave, not protected by law, becomes so frequent that an employee cannot fulfill the essential job functions.

- When an employees' excessive absenteeism disrupts the department or Town's operations.
- Patterns in absenteeism, defined as a frequent, predictable, and/or observable action that repeats itself over time, i.e. occurrences of repeatedly taking off around regularly scheduled weekends or Holidays.
- Repeated absenteeism or tardiness that is unapproved.

G. Bereavement Leave

- (1)** All Regular Full-time employees will be allowed up to 24 hours (48 for Fire Suppression) of Bereavement Leave per death, to attend the funeral and/or other bereavement affairs, upon the death of an employee's Spouse, Parent/Stepparent/Parent In-Law, Child/Stepchild, Sibling, or Grandparent.
- (2)** The employee will notify their direct Supervisor and the Department of Human Resources regarding the need for Bereavement Leave and include the hours necessary and the relationship of the family member.
- (3)** The Department of Human Resources will review and approve the request for Bereavement Leave and allot approved hours in the Human Resources Information System.
- (4)** An employee may be required to provide information to document the absence.
- (5)** If additional time off is required, the employee may use any available accrued or earned leave available. If no time is available, the immediate Supervisor or Department Director may approve leave without pay.

H. Jury / Court Duty

(1) Jury Duty

- a. All Regular full-time employees shall be granted jury/court duty pay, when summoned for jury duty in a city, state, or federal court.
- b. All Regular full-time employees serving in jury/court duties as described above shall receive their full regular wages for the hours missed from work.

- c. Employees will notify and provide a copy of their jury notice to their immediate Supervisor and the Department of Human Resources upon receiving a jury/court duty summons.
- d. The Department of Human Resources will review and approve the request for Jury Duty pay and allot approved hours in the Human Resources Information System.

(2) Town Related Hearings/Matters

- a. All employees shall be paid for required appearances in a Town, state, or federal court, or a legislative or administrative proceeding (including disciplinary hearings) concerning work-related matters, or certain work-related investigations, and court preparation. The employee must provide documentation of the requirement for attendance and the work-related connection. Acceptable documentation includes a subpoena, letter of request from an attorney of record or prosecuting attorney, or request of a hearing officer.

(3) Non-Town Related Hearings/Matters

- a. Employees required to appear in a Town, state or federal court, or appearing in an administrative proceeding (including disciplinary hearings) unrelated to work must use available accrued leave or unpaid leave. The employee must provide documentation of the requirement for attendance. Acceptable documentation includes a subpoena, letter of request from an attorney of record or prosecuting attorney, or request of a hearing officer.
- b. Employees receiving payment from an outside employer for a jury or court appearance(s) must use available accrued leave or unpaid leave because the appearance is not considered work-related with the Town.
- c. Employees who have initiated legal or administrative proceedings, including disciplinary hearings, against the Town must use available accrued leave or unpaid leave to attend such proceedings; the appearance is not considered work-related with the Town.

- (4)** All fees paid and expenses reimbursed by the court may be retained by the employee, providing that the Town did not furnish travel, meals, lodging or miscellaneous expenses and further provided that the employee is not appearing as a witness on behalf of the Town or is appearing as a consequence of their official Town duties.

I. Military Pay

In accordance with Section 437.202, Texas Government Code, any employee (including regular, part-time, and seasonal) engaged in authorized military training or duties will receive full pay and accrue benefits as if the employee were on the job, for up to 15 workdays (three calendar weeks) in any one fiscal year. Fire suppression employees on a 48/96 schedule will have their 15 workdays equated to 15 shifts of 48 hours each, consistent with the provisions of Texas HB 2513.

J. Parental pay

- (1)** Employees who have worked for the Town in a Regular Full-time position for at least 12 consecutive months may be entitled to parental pay of up to 80 hours (112 for Fire Suppression) for:
 - a. The birth of a Child who resides with the employee and for whom the employee has physical and legal custody, or
 - b. The adoption of a Child under the age of four (4) who resides with the employee and for whom the employee has physical and legal custody.
 - c. The employee must initiate use of parental pay within four (4) months of the birth or adoption of the Child.
 - d. Parental pay must be exhausted within one (1) year following the birth or adoption of the Child. All parental pay remaining after one year shall be forfeited.
 - e. An eligible employee is entitled to parental pay only once for each birth or adoption regardless of the number of children involved (e.g., twins).
 - f. Parental pay must be used continuously. Department Director's may authorize intermittent or reduced schedule use of Parental Pay based on operational needs.
 - g. Parental pay may not begin until the date of the birth or adoption of the Child.
 - h. Eligible employees must request parental pay at least 30 days prior to the first day their parental pay entitlement is to be utilized. Failure to make the request 30 days in advance may result in a delay or denial of receiving the entitlement.

K. Catastrophic pay

- (1)** Catastrophic pay allows eligible employees to donate vacation leave or Comp Time Off to eligible employees who are incapacitated and unable to work due to a prolonged continuous non-work-related catastrophic illness or injury to extend Paid Leave.
- (2)** Only one request for donated leave may be submitted for the same medical condition, even if multiple leave periods are approved for that condition.
- (3)** Eligibility for catastrophic pay
 - a. To be eligible to use donations an employee must:
 - i. Be eligible to accrue leave benefits
 - ii. Be incapacitated and unable to work due to a prolonged non-industrial illness or injury which is estimated to last at least 30 calendar days;
 - iii. Have exhausted all available accrued leave balances, including vacation Leave; and
 - iv. Be on an approved continuous Medical leave of absence.
 - b. Applicability
 - i. All Regular Full-time and Regular Part-time A and B employees may donate to or receive from Regular Full-time and Regular Part-time A and B employees.
 - ii. Vacation and Comp Time Off may be donated; Sick Leave, Personal Time Off, Time Off Certificates, and other forms of available leave may not be donated.
 - iii. Regular full-time employees may receive up to 150 hours of donated leave, Regular part-time A employees may receive up to 75 hours, and Regular part-time B employees may receive up to 40 hours.
 - iv. All donations shall be made by completing and submitting the Catastrophic Leave Donation Form to the Department of Human Resources.
 - v. Donations must be made at a minimum of 8-hour increments.

- vi. Donations shall be on an hour-for-hour basis, regardless of the pay rate of the donor and recipient.
- vii. Hours donated shall be kept in a pledge status until used. As needed, pledged hours shall be debited from the donor's balance and credited to the recipient's balance. Once credited the donation is irrevocable.
- viii. Donated leave hours must be utilized on a continuous basis and may not be applied to intermittent or reduced schedule absences.
- ix. All donated hours will be paid at the rate of pay and the normal work schedule of the recipient.

L. Quarantine Leave

- (1)** Eligible public safety employees, including sworn police officers and fire suppression, who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty, as required by Texas Government Code § 180.009 may receive quarantine pay.
- (2)** An eligible employee must be ordered in writing by their Supervisor or Department Director to quarantine or isolate due to possible or confirmed exposure to a communicable disease while on duty.
- (3)** Eligible Employees will receive Town paid quarantine pay for the quarantine period. To the extent permitted by applicable law, the Town will coordinate and integrate quarantine pay with any workers' compensation benefits the employee may be entitled to receive.
- (4)** The Town will reimburse reasonable expenses related to the quarantine or isolation, including but not limited to, lodging, medical treatment, and transportation. Employees are required to submit any receipt or documentation for expense reimbursement to the Department of Finance within 30 days of the end of the quarantine period.

M. Mental Health Leave

- (1)** Eligible public safety employees, including sworn police officers and fire suppression personnel, may be granted up to 36 hours (48 hours for Fire Suppression) of Town-paid mental health leave following exposure to a traumatic event in the scope of their official duties, as required by Texas Government Code § 614.015.
- (2)** At the Town Managers discretion, other non-public safety employees may be granted Mental Health Leave.

- (3)** To be eligible, the employee must be involved in or witness a traumatic event while on duty and be referred or approved for mental health leave in writing by their Supervisor or Department Director based on the nature of the incident and its impact on the employee's well-being.
- (4)** The Town will make reasonable efforts to maintain the privacy and confidentiality of employees utilizing mental health leave, in accordance with applicable laws and policies. Employees are encouraged to utilize any available mental health resources offered by the Town or through their healthcare plan during the leave period.

3. LEAVE WITHOUT PAY

- A.** With Town Manager approval, unless otherwise required by state or federal law, employees may be granted leave without pay.
- B.** All accrued Vacation, Sick, and Holiday Leave will cease during the unpaid leave that exceeds a full pay period.
- C.** During an unpaid leave status, unless required by state or federal law, employee benefits including but not limited to medical, dental, vision, life, disability will only continue if the employee elects to continue coverage and submits payment to the Town for the Town and Employee portion of the premiums by the 1st of the month benefits are to be received. If an employee receives pay for any portion of the pay period, the Town contributions will continue.
- D.** While on an unpaid leave status, unless required by state or federal law, the employee is not entitled to the Town's benefit contributions.
- E.** While on an unpaid leave status, the Town and employee contributions to Retirement Plans and Deferred Compensation Plans cease.
- F.** In any case of unpaid leave, the employee is responsible for reimbursing the Town for any and all payments for which payroll deductions would otherwise be made.
- G.** During unpaid leave, employees are not entitled to participate in or receive Tuition Reimbursement.

H. Return to Work

- (1)** Upon completion of an approved unpaid leave of absence, an employee will be returned to the same job, if it is available and the employee is able to perform the duties of the position, or if the position is no longer available, will be offered a comparable position, subject to availability, for which the

employee meets the qualifications. If the employee is not capable of performing the duties of the same or a comparable job, the employee will be offered the highest-level position for which the employee is qualified and able to perform, if available.

- (2)** At the expiration of an approved unpaid leave, if an employee fails to return to work, refuses an offered position, or fails to request an extension of leave, the employee forfeits employment, by reason of having voluntarily abandoned their employment and has not complied with the notice provisions of Termination of Employment Policy.
- (3)** An employee who is on unpaid leave and notifies the Town that they will not be returning to work is considered to have resigned effective on the notification date. The employee shall contact the Department of Human Resources as soon as possible to arrange for re-payment of any benefit premium amounts owed to the Town.

4. LEAVE OF ABSENCE

A. Leave reasons

- (1)** Town employees may be granted a leave of absence for the following reasons:
 - a. Medical leave may be granted when an employee needs to be absent for the employee's own medical condition.
 - b. Family care leave may be granted when an employee needs to be absent to care for an ill or injured qualified Family Member, qualifying exigencies, or military caregiver leave.
 - c. Parental leave may be granted when an employee needs to be absent for the birth of the employee's Child or the placement of a Child with the employee in conjunction with adoption, or foster care.
 - d. Pregnancy disability leave may be granted when an employee is disabled by pregnancy, childbirth, or related medical conditions.
 - e. Military leave may be granted when an employee is absent due to the employee's own military service in the Armed Forces.

- B.** Absence from duty, with or without pay, for any of the reasons outlined above is deemed to be a leave of absence and reported to the Department of Human Resources as outlined in the Leave of Absence Procedure when:

- (1)** An employee is absent or expected to be absent for three or more consecutive days or absent on a reduced schedule for more than three days due to Medical, Family Care, Pregnancy Disability, or Parental leave reasons.
- (2)** An employee is absent intermittently for Medical, Family Care, Pregnancy Disability, or Parental leave reasons.
- (3)** Anytime an employee is absent due to Military Leave.

C. Leave laws

(1) Family and Medical Leave Act (FMLA)

- a. The federal Family and Medical Leave Act (FMLA) provides eligible employees the right to an unpaid leave of absence. Employees requesting FMLA leave must state the reason for the leave. The Town may designate any qualified leave as FMLA even if the employee does not request it. FMLA leave is permitted for the following qualifying events:
 - i. The birth of the employee's Child or to care for a newborn of the employee;
 - ii. The placement of a Child with the employee in connection with adoption or foster care;
 - iii. To care for a Child, Parent, or Spouse who has a Serious Health Condition, when Medically Necessary;
 - iv. When the employee is unable to perform the functions of their position because of a Serious Health Condition that makes the employee unable to work;
 - v. Qualifying Exigency arising out of the fact that the employee's Family Member who is a member of the Armed Forces is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation as defined by the Department of Labor; or
 - vi. To care for a Family Member or next of kin who is a current member of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disabled list, for a serious injury or illness that was incurred by the service member in the line of duty on active duty.

b. FMLA eligibility requirements

i. Employees are eligible for FMLA leave if the employee:

- has been employed by the Town for at least 12 months; and
- has worked for the Town for at least 1,250 hours during the 12-months immediately preceding the commencement of the leave (includes regular and overtime hours; excludes any absences, paid or unpaid, e.g., Vacation, Sick leave, Holiday, jury duty or other absences); and
- Has a qualifying event

ii. **Exception of "Key Employees"**

- Key Employee's may be deemed ineligible for restoration to their position following the expiration of FMLA leave if denying their restoration is necessary to prevent substantial and grievous economic injury to the Town's operations. The employee shall be notified of this intent to deny at the time the Town determines that such injury would occur.
- Key Employees are exempt FMLA eligible employees who are among the top ten percent of all Town employees.
- Any employee classified as a Key Employee and notified that restoration will be denied may appeal, in writing, their Key Employee status to the Town Manager within 14 days of the denial. The Town Manager will review the appeal and make a final decision within 14 days of the appeal notice.

c. **FMLA leave entitlement**

- i. Eligible employees are entitled to a total of 12 weeks or 480 hours of leave (672 hours for Fire Suppression) in a 12-month rolling backward period.
- ii. Eligible employees on leave under Military Caregiver leave are entitled to a total of 26 weeks or 1,040 hours of FMLA leave (1,456 hours for Fire Suppression employees) in a single 12-month period.

d. **Minimum Duration of FMLA Leave**

i. **Birth or Placement of Child**

- All leave must be completed within one year of the birth or placement of the Child.
- The employee may request an alternate minimum duration of leave, which the Department Director may approve only if it meets the needs of the department.
- Under FMLA, leave for the birth or placement of a child may not be taken on an intermittent or reduced schedule basis unless the employer agrees to such an arrangement in advance.

ii. Family care or employee's own Serious Health Condition

- If leave is requested to care for a Family Member or the employee's own Serious Health Condition, there is no minimum amount of leave that must be taken. Leave may be taken on a continuous basis, intermittently, or on a reduced work schedule, as is Medically Necessary. However, the notice and medical certification provisions of this policy shall apply.

iii. Military Caregiver leave

- If military caregiver leave is requested, there is no minimum amount of leave that must be taken. Leave may be taken on a continuous basis, intermittently, or on a reduced schedule, as is Medically Necessary. This leave may be taken only once during a single 12-month period per service member and per injury or illness.
- If both spouses are employed by the Town, they are entitled to a combined total of 26 weeks of FMLA leave for military caregiver leave and other qualifying FMLA leave taken for the birth or placement of a child or to care for a parent with a serious health condition.

iv. Intermittent or Reduced Schedule Leave

- FMLA leave may be taken on an intermittent or reduced leave schedule.
- If an employee requests intermittent leave or reduced schedule leave that is foreseeable based on planned medical treatment, the city may require the employee transfer temporarily to an available alternative position for which the employee is qualified and that:
- Has equivalent pay and benefits; and

- Better accommodates recurring periods of leave than the regular employment position of the employee.

e. Job protection

- FMLA provides for reinstatement to the or equivalent job with equivalent benefits, pay, and other terms and conditions of employment if the employee returns to work at the end of the FMLA leave.
- The employee has no greater rights to reinstatement, benefits or other conditions of employment than if the employee had been working continuously during the FMLA period.

f. Benefits protected under FMLA

- While on FMLA leave, employees will continue to be covered by the Town's Benefits including but not limited to health, dental, vision, life, and disability insurance to the same extent that coverage is provided while the employee is on the job.
 - Employees who normally pay a portion of the benefit will continue to be responsible for those payments during the FMLA leave.
 - Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
 - If an employee fails to return to work after their leave entitlement has been exhausted, the Town will have the right to recover the Town's share of benefit premiums for the entire leave period from the employee, unless the employee does not return because of the continuation, recurrence, or onset of a Serious Health Condition of the employee or their Family Member that would entitle the employee to leave, or because of circumstances beyond the employee's control. The Town is authorized to deduct premiums from any amount due to the employee as permissible by law.
- FMLA leave is unpaid; however, the Town requires employees to use available paid leave, if any, concurrently with FMLA leave.
 - If an employee takes a leave of absence for any reason that is FMLA qualifying, including a serious injury on the job, the Town may designate that leave as FMLA leave.

(2) Uniformed Services Employment and Reemployment Rights Act (USERRA) and Texas Government Code Covering Military Members

- a. All employees who perform duties, voluntary or involuntary, in the uniformed services shall have reinstatement rights and shall be granted time off to perform such duties in accordance with USERRA, and the Texas Government Code. Uniformed services shall include U.S. Armed Forces, Reserves, National Guard, and others including the National Disaster Medical System, FEMA Urban Search & Rescue, FEMA Reservists, and the Commissioned Corps of both the Public Health Service and NOAA.

D. Reporting requirements

(1) Notice

- a. Although the Town recognizes that emergencies arise that may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave.
- b. The employee shall make a leave request following the Leave of Absence Procedure.
- c. If leave is foreseeable, at least 30 days' notice is required.
- d. If the need for leave is for a planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Town.
- e. If an employee knows that they will need leave in the future but does not know the exact date(s) (e.g., for the birth of a Child or to care for a newborn), the employee shall inform their Supervisor as soon as possible that such leave will be needed.
- f. When necessary, notice may be given verbally, if followed promptly by a written request.
- g. If the Town determines that an employee's notice of need for leave is inadequate when the employee knew about the requested leave in advance of the request, the Town may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute, but such delay shall be for no more than thirty (30) days.

(2) Medical certification

- a. Employees who request medical, family care or pregnancy disability leave must provide written certification from the Health Care Provider of the individual requiring care. The certification shall include:

- i. The date on which the medical condition commenced,
 - ii. The probable duration of the condition and the duration the leave is Medically Necessary,
 - iii. The frequency that the leave is Medically Necessary,
 - iv. If an employee requests leave intermittently (a few days or hours at a time) or a reduced work schedule for medical, family care, or pregnancy disability leave, the employee must provide certification that such leave is Medically Necessary.
 - v. If medical or pregnancy disability leave is requested the certification must include a statement that the employee is unable to work due to a Serious Health Condition.
 - vi. If family care leave is requested the certification shall include a statement of the need for the participation of the employee to provide care, the relationship between the patient and the employee, and must indicate that the family member has a Serious Health Condition.
- b. Employees who request parental leave must provide a copy of the Child's birth certificate, hospital certificate, or adoption or foster care documentation.

c. Time to provide a certification

- i. The employee must provide certification to the Town within 15 calendar days of the Town's request. If the employee does not provide the required documentation within 15 calendar days, the Town will provide a second notice allowing the employee an additional 15 days to provide the required documentation.
- ii. Employees may be required to recertify periodically for their leave, but not more than once every 30 days.
- iii. Consequences for failure to provide an adequate or timely certification
 - If an employee provides an incomplete certification, the employee will be given a reasonable opportunity to remedy such deficiency. If an employee fails to provide certification within 15 days of the date of the Town request, the Town may delay the taking of leave until the required certification is provided.

d. Verification of employee's own Serious Health Condition

- i. If the Town has evidence to doubt the validity of a certificate for the employee's own medical condition, the Town may require in accordance with all applicable laws, a medical opinion of a second Health Care Provider chosen and paid for by the Town.
- ii. If the second opinion is different from the first, the Town may require the opinion of a third provider jointly approved by the Town and the employee but paid for by the Town. The opinion of the third provider will be binding. An employee may obtain a copy of the health care providers' opinions.

e. Military orders

Employees requesting military leave shall provide as soon as reasonably possible a copy of the military orders covering the leave of absence period.

E. Benefits coverage while on leave

- (1)** An approved leave of absence is a qualifying life event; therefore, employees may enroll or withdraw from benefits coverage within 30 days from the time the leave commences or concludes.
- (2)** While on an FMLA or paid leave, employees will continue to receive the Town benefit contributions to the same extent that coverage is provided while the employee is on the job.
- (3)** Employees who normally pay a portion of the premiums will continue to be responsible for those payments during the accrued leave.
- (4)** Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (5)** While on an unpaid leave not covered by FMLA the employee is not entitled to the Town's benefit contributions.
- (6)** The Town will continue to pay the full insurance premiums on the employee's behalf up to the duration of leave as authorized, unless the employee provides a written request to terminate such benefits to the Department of Human Resources. Upon return from a leave of absence or separation from Town service, the employee is responsible for reimbursing the Town for all applicable employee benefit costs.

F. Pay while on a leave of absence

- (1)** The Town requires an Employee taking a leave of absence for reasons other than Military Leave to use Paid Leaves while on a leave of absence. Employees must exhaust their Paid Leaves with the following exceptions:

- a. Employees may retain a maximum of 40 hours total accumulation of all types of leave.

- (2)** The Town shall automatically supplement disability insurance payments with the employee's available paid leave accruals to provide up to 100% of the employee's base wages. The amounts used to supplement disability pay will be deducted from the employee's eligible leave balances. The order in which paid leave accruals are applied (e.g., sick leave first, then vacation leave) will be determined by the employee. If an employee does not specify the order leave is used, the Town will use leave in the following order, sick, executive leave, personal leave, Time off Certificates, CTO, and vacation.

- a. An employee may elect to stop supplementing disability insurance pay with Paid Leave during the period the employee is receiving disability benefits, by informing the Department of Human Resources. If the employee does not want to supplement disability insurance pay with Paid Leave, the employee will not receive a paycheck from the Town during such time. The employee will be responsible for reimbursing the Town for any applicable benefit costs.
- b. An employee who does not file a disability insurance claim shall inform the Department of Human Resources. At such times, the employee will be required to utilize their Paid Leave. If an employee later decides to file a disability claim, they shall inform the Department of Human Resources. At such time, the employee may then choose to supplement their disability insurance pay using paid leaves up to 100% of base wages. The Town retains the sole discretion to allow the employee reimbursement for any overpayment that may have occurred in the delay of filing a claim.

- (3)** Paid Leave accruals must be used on a continuous basis for all absences, until available accrued paid leaves are exhausted.

- (4) Military Leave in Excess of 15 Days**

When military pay is exhausted, employees may, at their sole discretion, choose to utilize accrued Vacation, compensatory time off, or personal time off during approved Military Leave. Employees who choose not to use accrued leave will be placed on unpaid leave.

G. Returning from a leave of absence

(1) Right to reinstatement

- a. If an employee is granted a leave of absence, at the end of the approved leave the employee will be reinstated to the same department and classification unless the employee is notified that they are a Key Employee under the FMLA and that restoration would cause substantial and grievous economic injury to the Town.
- b. If the employee is unable to return at the end of an approved leave, but still desires to return-to-work, the employee must obtain approval for an extended leave of absence with a new return to work date in order to be eligible for reinstatement to the same department and classification.
- c. If the employee is able to return to work but the reinstatement date differs from the approved return to work date, the employee may be reinstated within a reasonable amount of time after the notification and verification of availability to return to work.
- d. Employees on Military Leave will be granted reemployment rights in accordance with the Uniformed Service Employment and Reemployment Rights Act (USERRA) and any applicable state law.

(2) Return to work certification for FMLA leave

- a. As a condition of returning to work, an employee who was on medical or pregnancy disability leave must obtain and present certification from a Health Care Provider that the employee is able to resume work. If the Town provides the essential job functions with the designation notice, the certification must state that the employee is able to perform the essential job functions of his or her job.

(3) Return to work certification for leave other than FMLA or Military

- a. As a condition of returning to work, an employee who was on medical or pregnancy disability leave must obtain and present certification from a Health Care Provider that the employee is able to resume work. The certification must be no more than 10 days old and state that the employee is able to resume work with or without reasonable accommodation.
- b. If the Town has evidence to doubt the validity of a certificate for the employee's return to work, the Town may require a medical opinion of a second Health Care Provider chosen and paid for by the Town.
- c. If the second opinion is different from the first, the Town may require the opinion of a third provider jointly approved by the Town and the employee

but paid for by the Town. The opinion of the third provider will be binding. An employee may obtain a copy of the health care providers' opinions.

5. ADMINISTRATIVE LEAVE

Administrative Leave may be paid or unpaid as determined by the nature of the event and at the discretion of the Department Director with the Town Manager' or designee approval.

6. WORKERS' COMPENSATION

A. All Town employees are covered by the Town's Workers' Compensation Insurance. If an employee is injured on-the-job, they may be eligible for benefits under Workers' Compensation as required by State and Federal law. Workers' Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover "ordinary diseases of life."

B. Reporting Injuries or Illnesses

Employees must immediately report all on-the-job injuries as outlined in the Reporting Workplace Illness and Injury Procedure.

C. Medical Examinations

Employees sustaining an on-the-job injury requiring emergency medical treatment should call 9-1-1 or go to the nearest emergency room. Injuries other than first aid should be initially seen by the Town's occupational illness/injury preferred medical provider. Please reference the Procedures for additional information. However, their own physician can also treat the employee assuming the physician accepts workers compensation insurance.

D. Salary Continuation Program

- (1)** The Town will provide all non-public safety Regular Full-time employees Salary Continuation Benefits for up to 90 days, while an employee is off work due to an accepted work-related illness or injury.
- (2)** The Town will provide all Regular Full-time Sworn Police, Fire, and Sworn Emergency Medical Services Personnel employees, Salary Continuation Benefits for up to one year, while an employee is off work due to an accepted work-related illness or injury, as required by state law.

- (3) While on an approved Workers' Compensation Leave of Absence, Salary Continuation Benefits will be paid the difference between the Workers Compensation disability insurance pay and the employees base salary.
- (4) In the event there is an overpayment of Salary Continuation Benefits made to the employee, the employee is responsible for reimbursing the Town.
- (5) When Salary Continuation Benefits are exhausted, employees have the option of supplementing their Worker's Compensation disability insurance pay up to 100% of base salary by utilizing available Sick, Vacation, Compensatory Time Off, or Personal Time Off. If the employee chooses not to use their available accrued leave, they will be placed on a Leave of Absence Without Pay.

(6) Salary Continuation Forfeiture

- a. An employee forfeits eligibility for participation in the Wage Continuation Program if the employee:
 - i. Fails to report the on-the-job injury as specified in the Town's policies and receive medical treatment as necessary.
 - ii. Repeatedly fails to keep medical appointments.
 - iii. Is found to be working another job.
 - iv. Retires, resigns, terminates, or dies.
 - v. Refuses to submit to examinations or diagnostic tests or procedures recommended as medically or psychologically necessary.
 - vi. Fails to follow, refuses to comply with, disregards, or violates the treating physician's instructions regarding treatment for the on-the-job injury.
 - vii. Refuses to perform light duty work when such light duty work has been authorized by the treating physician and offered by the Department Director or the Department of Human Resources.
 - viii. Falsifies or misrepresents physical condition or capacity.
 - ix. Refuses to return to regular duty once released by the treating physician.
 - x. Fails to keep in contact with the Town's third-party workers' compensation administrator or the Department of Human Resources.

- xi. Has been injured as a result of employee's own willful misconduct, horseplay, gross negligence, or is in violation of safety procedures/rules as determined by the Department of Human Resources and/or Town Manager.
- b. All Salary Continuation Forfeitures shall be reviewed by the Town Manager and Town Attorney prior to any action of forfeiture being taken.

E. Light-Duty Assignments

- (1)** An employee released to return to work with restrictions by the treating physician may be required to work a light-duty assignment as assigned by the Department Director or Department of Human Resources.
- (2)** Light-duty work is defined as a temporary job assignment provided to an employee who, due to an illness or injury, is temporarily unable to perform one or more of the essential requirements of their job.
- (3)** For non-public safety employees, for each incident, a light-duty assignment(s) may not exceed a total of six months (180 calendar days). For Sworn Police, Fire, and Sworn Emergency Medical Services Personnel employees a light-duty assignment may not exceed one year.
- (4)** A light-duty assignment may include modifications to the employee's regular work schedule as deemed necessary by the Department Director or Department of Human Resources to accommodate the employee's restrictions.
- (5)** During a Light-duty assignment an employee's absence from regular work hours, including medical appointments for the on-the-job injury, will be charged against their available accrued time.
- (6)** A light duty assignment may be terminated at the discretion of the employee's Department Director after the Director of Human Resources review.
- (7) Conditions for Approving Light-Duty**
 - a. A light-duty assignment will be approved only when the following conditions and responsibilities are met:
 - i. The injury is judged by the employee's treating physician to be of a temporary nature.

- ii. The department or other Town department determines that there is an availability of work, and there is an ability to accommodate the light-duty assignment.
- iii. Light-duty releases received from the employee's physician, outlining limitations for lifting, walking, stooping, bending, carrying, driving, and/or other specific limitations of the injured/ill employee.

b. Employee Responsibilities

- i. Obtain a medical release from their treating health care provider. A medical release must contain a prognosis and an estimated date for the employee's complete recuperation and return to regular duty. The medical examination for an off-the-job injury or illness will be at the employee's expense.
- ii. Upon release to full duty with no restrictions, report to the assigned Supervisor with the treating physician's statement showing that the employee has been released.

c. Supervisor Responsibilities

- i. Assigns work hours and maintains time reports.
- ii. At the inception of the light-duty assignment and prior to return to full duty, notify the Department of Human Resources.

F. Termination of Employment

For non-public safety employees, when Maximum Medical Improvement is reached and the employee is unable to perform their job duties, and the employee's Sick leave balance is zero, or a total of one year of Workers' Compensation Leave of Absence has been granted where the employee is unable to return with or without accommodation to their regular position; whichever comes first, the Town will evaluate whether it can continue to accommodate the employee's absence.

DEFINITIONS

12-Month Rolling Backwards Period

The '12-Month Rolling Backwards Period' means a 12-month period measured backward from the date the leave is taken.

Child

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis (in place of a parent for legal purposes) who is either: under 18 years of age; or over 18 years of age and incapable of self-care due to a mental or physical disability.

Department Director

A Department Director is an employee appointed to oversee a specific Town Department. Department Directors include the positions of Director of Communications and Marketing, Director of Community Development, Director of Finance, Fire Chief, Director of Human Resources, Director of Parks and Recreation, Police Chief, and Town Secretary. The Town Manager is considered the Department Director for Town Manager's Office employees.

Family and Medical Leave Act (FMLA)

FMLA as prescribed by 29 U.S.C. Sections 2601 et seq. provides eligible employees up to 12 weeks of unpaid job and benefit-protected leave.

Family Member

Qualified family members are spouse, child, or parent.

Health Care Provider

A Health Care Provider is;

- A Doctor of Medicine or osteopathy who is authorized to practice medicine or surgery by the State of Texas;
- An individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises the treatment of a Serious Health Condition;
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray) are authorized to practice in Texas and performing within the scope of their practice as defined under Texas law;
- Nurse practitioners, nurse-midwives and licensed clinical social workers who are authorized to practice under Texas law and who are performing within the scope of their practice as defined under Texas law;
- Any Health Care Provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a Serious Health Condition to substantiate a claim for benefits.

Key Employees

An employee who is among the highest paid 10 percent of all employed by the Town.

Medically Necessary

Medically Necessary means there must be a medical reason why an absence from duty is required.

Paid Leave

Paid leave includes all types of pay an employee receives as outlined in the Town Charter or Policy such as Sick Leave, Vacation Leave, Personal Time Off, Compensatory Time Off, Parental Pay, etc.

Parent

The biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child; this term does not include parents-in-law.

Qualifying Exigency

May include short notice deployments, military events and related activities, childcare and related activities, financial and legal arrangements, counseling, rest and recuperation, post deployment activities, and any other event that the employee and Town agree is a qualifying exigency.

Serious Health Condition

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient Care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e. inability to work or perform other regular daily activities due to a Serious Health Condition, treatment involved, or recovery there from) or any subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a Health Care Provider. A Serious Health Condition involving continuing treatment by a Health Care Provider includes any one or more of the following:
 - Period of incapacity (i.e., inability to work, or perform other regular daily activities due to the Serious Health Condition) of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition, which also involves:
 - Treatment two or more times by a Health Care Provider; or

- Treatment by a Health Care Provider on at least one occasion that results in a regimen of continuing treatment under the supervision of the Health Care Provider.
- Any period of incapacity due to pregnancy or for prenatal care.
- Any period of incapacity or treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
 - Requires periodic visits for treatment by a Health Care Provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee or Family Member must be under the continuing supervision of, but need not be receiving active treatment by, a Health Care Provider.
- Any period of absence to receive multiple treatments (including any period of recovery there from) by a Health Care Provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

Spouse

An employee's husband or wife in a legal or formal marital relationship.

Regular Full-time Non-Exempt Employees

Any employee in a non-temporary position with a standard work schedule of 30 or more hours per pay week, and is not exempt from FLSA overtime.

Regular Full-time Exempt Employees

Any employee in a non-temporary or seasonal position with a standard work schedule of 30 or more hours per pay week, and is exempt from FLSA overtime.

Fire Suppression Full-time Employees

Any employee in a non-temporary or seasonal position with the Fire Suppression work schedule of 48/96, and is not exempt from FLSA overtime.

Regular Part-time Non-Exempt Employees

Any employee in a non-temporary or seasonal position with a standard work schedule of 20 hours per pay week, and is not exempt from FLSA overtime.

Regular Part-time (A)

Any non-exempt employee with a regularly scheduled work week of less than 30 hours and is expected to work at least 1,040 hours per fiscal year.

Regular Part-time (B)

Any non-exempt employee with a regularly scheduled work week of less than 30 hours and is expected to work less than 1,040 hours per fiscal year.

PROCEDURES AND FORMS

TM – 507.01: Leave Administration Procedure
TM – 507.02: Reporting Workplace Illness and Injuries Procedure
HR Form 507.01: Leave of Absence Request Form
HR Form 507.02: Certificate of Health Care Provider
HR Form 507.03: Workplace Accident or Incident Report

REGULATORY REFERENCES

- Family and Medical Leave Act (FMLA)
- Texas Government Code
- Uniformed Services Employment and Reemployment Rights Act (USERRA)

SUPERSEDES

TM – 507 – Leave Administration Policy

Reasonable Accommodation Policy

Policy Number	TM – 517
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to affirm the Town's commitment to providing equal employment opportunities for all employees and applicants. In compliance with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, Title VII of the Civil Rights Act, and other applicable laws, the Town will provide reasonable accommodations to qualified individuals with disabilities, pregnancy-related conditions, or those who need time and space for lactation, or for religious reasons, unless doing so would impose an undue hardship on Town operations.

2. POLICY

It is the Policy of the Town to comply with all federal and state laws regarding the employment of individuals with disabilities, including guidance from the Equal Employment Opportunity Commission (EEOC). The Town does not discriminate against qualified individuals with disabilities in any aspect of employment, including hiring, compensation, promotion, training, or termination.

The Town will provide reasonable accommodation to qualified individuals with disabilities; for employees affected by pregnancy or related medical, and for nursing employees who need time and private space to express breast milk. All accommodation requests will be addressed promptly and fairly, in accordance with applicable legal standards.

The Town respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship.

3. ACCOMMODATION REQUESTS

- A.** Employees or applicants may request reasonable accommodation, either verbally or in writing, by notifying the Director of Human Resources.
- B.** A family member, healthcare provider, or other representative may also request an accommodation on behalf of the employee or applicant (e.g., a doctor's note outlining medical restrictions constitutes a request).
- C.** Supervisors or managers who receive or become aware of a request must notify the Director of Human Resources within two business days.
- D.** The request does not need to use specific terms like "reasonable accommodation," "disability," or "ADA." Any communication indicating a need for a change due to a medical condition qualifies as a request.

4. INTERACTIVE PROCESS

- A.** When an individual seeks accommodation, the Town may request written documentation from any relevant professional who has knowledge of the employee's condition describing the impairment; the nature, severity and duration of the impairment; the activities that the impairment limits; and the extent to which the impairment limits the employee's ability to perform certain activities. If the Town requests documentation, and the individual seeking accommodation does not provide the documentation or it is incomplete, the Town may deny the accommodation request or require that the individual go to a health professional of the Town's choice, at the Town's expense.
- B.** The Director of Human Resources serves as the Disability Program Manager (DPM) and is responsible for initiating and managing the interactive process. All medical information will be handled confidentially by the DPM.
- C.** Upon receiving a request, the Town will engage in a timely, good-faith interactive process with the employee or applicant to explore potential accommodations that allow the individual to perform the essential functions of the job without imposing undue hardship on Town operations.
- D.** Employees or applicants are expected to participate in good faith and provide all necessary documentation and information to support their request.

5. RESOLUTION OF THE REASONABLE ACCOMMODATION REQUEST

- A.** The DPM will provide the requesting party with both a verbal explanation and a written Notice of Resolution outlining the decision.
- B.** The notice will detail the accommodation being approved or the reason for denial.

6. REASSIGNMENT

- A.** If an accommodation cannot be made in the current position, the Town will attempt to reassign the employee to a vacant position, provided:
 - (1)** A vacancy exists within 60 calendar days of determining accommodation is not feasible in the current role. The Town is not required to create a new position.
 - (2)** The employee meets the minimum qualifications and can perform the essential functions of the new role with or without accommodation.

7. INFORMAL DISPUTE RESOLUTION

An individual who is dissatisfied with the outcome of their accommodation request may submit a written request for reconsideration to the Town Manager within ten business days of receiving the Notice of Resolution.

8. ENDING ACCOMMODATION

- A.** An individual who no longer requires an accommodation must notify the DPM as soon as reasonably possible.
- B.** A supervisor or department director who believes an employee may no longer need an accommodation should contact the DPM, who will assess whether follow-up with the employee is appropriate.

9. CONFIDENTIALITY

All information related to the reasonable accommodation process will remain confidential. Supervisors and managers will only receive information necessary to implement an approved accommodation.

10. LACTATION IN THE WORKPLACE

- A.** Nursing employees will be provided reasonable break time to express breast milk for up to one year after the birth of a child.
 - (1)** For sworn police and fire suppression employees, lactation breaks may occasionally be interrupted due to emergency calls or operational needs. In such cases, supervisors will make reasonable efforts to reschedule the break time as soon as practicable to allow for milk expression without undue delay.
- B.** Lactation breaks may run concurrently with paid rest breaks when possible. Breaks exceeding 15 minutes, when the employee is relieved of all duties, employees will be unpaid.
- C.** A private, locked space, other than a bathroom, will be made available for expressing breast milk. This space will be shielded from view and free from intrusion.
- D.** Employees are encouraged to notify their supervisor or Human Resources in advance to arrange accommodations. All requests will be handled discreetly and in compliance with this policy and applicable laws.

E. Storage of Breast Milk

Employees may store expressed milk in the break room refrigerator, provided containers are clearly labeled with the employee's name and date. The employee storing breast milk assumes full responsibility for the safety of the milk, including storage and disposal.

11. Requesting a Religious Accommodation

- A.** An employee or applicant whose religious beliefs or practices conflict with his or her job, work schedule, or with Town's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to Human Resources. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.
- B.** Upon receiving a request, the Town will engage in a timely, good-faith interactive process with the employee or applicant to explore potential accommodations that do not impose undue hardship on Town operations. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety requirements, or for other aspects of employment.

- C.** Employees or applicants are expected to participate in good faith and provide all necessary documentation and information to support their request.
- D.** The Human Resources Director will provide the requesting party with both a verbal explanation and a written Notice of Resolution outlining the decision. The notice will detail the accommodation being approved or the reason for denial.
- E.** An individual who is dissatisfied with the outcome of their accommodation request may submit a written request for reconsideration to the Town Manager within five business days of receiving the Notice of Resolution.

12. DISCRIMINATION AND RETALIATION PROHIBITED

The Town prohibits discrimination, harassment, or retaliation against any individual for requesting or using a reasonable accommodation under this policy. Employment decisions will not be based on an employee's need for or use of accommodations.

DEFINITIONS

Essential Functions

The core duties of a job that an employee must be able to perform, with or without reasonable accommodation.

Interactive Process

A collaborative, ongoing dialogue between the Town and an employee or applicant to determine if a reasonable accommodation can be made and what form it may take.

Lactation Accommodation

An adjustment to the work schedule or environment to allow a nursing employee time and private space to express breast milk.

Nursing Employee

An employee who is breastfeeding or expressing breast milk for a child up to one year after the child's birth.

Reasonable Accommodation

A modification or adjustment to a job, work environment, or hiring process that enables a qualified individual with a disability or pregnancy-related condition to perform essential job duties or to enjoy equal employment opportunities or that enables an individual to observe their religious beliefs.

Undue Hardship

A significant difficulty or expense incurred by the Town in providing an accommodation, based on factors such as cost, resources, and operational impact, as defined under applicable law.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- Pregnancy Discrimination Act (PDA)
- Texas Health & Safety Code §165.003 (Right to Express Breast Milk)
- Texas Labor Code Chapter 21 (Texas Commission on Human Rights Act)

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 506 – Reasonable Accommodation (ADA/ADAA)

Section: 507 – Breastfeeding in the Workplace

Performance Management Policy

Policy Number	TM - 518
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this Performance Management Policy is to establish a consistent and fair process for evaluating and enhancing employee performance that supports the Town's mission, goals, and values. This policy aims to foster a culture of continuous improvement, accountability, and professional development by setting clear performance expectations, providing regular feedback, recognizing achievements, and addressing performance challenges. Through effective performance management, the Town seeks to maximize employee engagement and productivity while ensuring alignment with organizational objectives.

2. POLICY

It is the policy of the Town to implement a fair, transparent, and consistent performance management system that promotes individual growth and accountability, reinforces job performance standards, and supports the Town's mission, values, and strategic objectives.

3. ONGOING SUPERVISOR ENGAGEMENT

Supervisors are expected to engage in consistent and ongoing performance management efforts throughout the year, not just during formal review periods. This includes providing regular feedback, coaching, recognition of accomplishments, and timely correction of performance issues. By maintaining open communication, supervisors foster employee development, encourage accountability, and promote a high-performing work culture.

4. PERFORMANCE EVALUATION

A. Initial Evaluation

All new employees, as well as employees who have a change in position, including but not limited to promotion, reclassification, transfer, or demotion, will receive a

formal performance evaluation by their supervisor after six months in the new position.

B. Annual Evaluation

All Town employees will receive a formal performance evaluation by their supervisor at the conclusion of each fiscal year.

C. Performance Evaluation Expectations

(1) The performance evaluation process is a structured opportunity for supervisors and employees to engage in meaningful dialogue about job performance, professional growth, and future objectives. To ensure consistency and effectiveness, the following expectations apply:

a. Goal Setting

Supervisors and employees will collaboratively establish clear, measurable goals and performance expectations aligned with the employee's job responsibilities and the Town's strategic priorities.

b. Performance Review

The evaluation should include a review of results achieved, quality of work, teamwork, communication, and other job-specific competencies. Feedback must be constructive, timely, and solutions-oriented.

c. Development Planning

Supervisors should identify any training, skills development, or resources necessary to help the employee improve performance or prepare for future opportunities. This may include formal training programs, mentoring, or job shadowing.

d. Documentation

All discussions and outcomes from the evaluation must be documented using the Town's official Performance Evaluation Form. This documentation serves as a record of the employee's progress, goals, and any agreed-upon action plans.

e. Employee Participation

Employees are encouraged to engage in the process by completing self-evaluations, discussing performance-related concerns, and sharing career goals. This fosters mutual understanding and transparency.

D. Employee Disagreement and Review Resolution

(1) If an employee disagrees with any part of their performance evaluation, they have the right to submit written comments to be included as part of the official

review record. This may be done without requiring an immediate revision of the evaluation by the Supervisor or Department Director.

- (2)** Should the employee provide clear and factual evidence supporting their disagreement, the immediate Supervisor and/or Department Head will review the information and, if warranted, make appropriate revisions to the performance evaluation document.

5. PERFORMANCE IMPROVEMENT PLAN (PIP)

- A.** If an employee receives a rating of "Does Not Meet Expectations" on their Annual Performance Evaluation, they will be placed on a Performance Improvement Plan (PIP). Failure to demonstrate satisfactory improvement within the PIP timeframe may result in reassignment, demotion, or termination, in accordance with Town policy. An employee receiving a rating of "Does Not Meet Expectation" on their Annual Performance Evaluation is not eligible for merit increases offered to other employees of the same category.
- B.** The Supervisor, in collaboration with the Department of Human Resources, will develop the PIP. The plan must clearly outline:
 - (1)** The specific performance or behavior concerns
 - (2)** The measurable improvement goals or expectations
 - (3)** The timeline for improvement (typically 30, 60, or 90 calendar days)
 - (4)** The potential consequences of failing to meet the expectations outlined in the PIP
- C.** The Supervisor will present the PIP to the employee and schedule regular check-in meetings, at least once every two weeks, during the duration of the plan. These meetings are intended to assess progress, provide coaching, and clarify expectations.
- D.** The Supervisor will document all evaluation meetings, including observed progress or continued deficiencies. A copy of the documentation will be provided to the employee and the Department of Human Resources after each review meeting.
- E.** The employee may submit a written response to any part of the PIP documentation. These responses will be attached to the PIP record and included in the employee's personnel file.
- F.** At the conclusion of the PIP period, the Supervisor will complete a final evaluation summary of the PIP, reviewing the employee's progress and outcomes. This documentation will be reviewed with the Department of Human Resources before any final action is taken.

G. At the conclusion of the PIP, the Supervisor or Department Director must provide a written summary of the outcome to Human Resources, including one of the following designations:

- (1)** Successful completion of the PIP
- (2)** Recommendation for reassignment or demotion
- (3)** Recommendation for disciplinary action, up to and including termination

6. CONFIDENTIALITY

All performance evaluations, coaching documentation, and PIPs are considered confidential personnel records. Supervisors must handle all performance-related documentation in accordance with the Town's personnel file and records retention policies.

DEFINITIONS

None

PROCEDURES AND FORMS

- Performance Evaluation

REGULATORY REFERENCES

None

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 305 – Performance Planning and Review

Separation of Employment Policy

Policy Number	TM - 519
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to establish a clear and consistent framework for employee separation from the Town workforce. Employees may leave for various reasons, including retirement, reduction in force, dismissal, or voluntary separation.

2. POLICY

The Town of Trophy Club is committed to managing employee separations in a fair, consistent, and transparent manner. All separations from employment, whether voluntary or involuntary, will be conducted in accordance with applicable laws, Town policies, and established procedures. This policy ensures that employees understand their rights and responsibilities during the separation process, including eligibility for separation pay and the opportunity to appeal disciplinary actions when applicable.

3. RESIGNATION AND RETIREMENT

A. Notice Required

(1) Resignation

The Town requests an employee submit a written resignation to their immediate Supervisor at least ten working days before the effective date of resignation. The resigning employee must indicate in the resignation letter the last day/shift/hour to be worked.

(2) Retirement

The Town requests an employee provide written notice of intent to retire to their immediate Supervisor, not less than 30 calendar days, before the effective date of retirement. The retiring employee must indicate the last

day/shift/hours to be worked in the retirement intent notice. In cases of disability, application for disability retirement satisfies the notice requirement.

(3) Failure to Report After Notice of Resignation/Retirement

An employee who fails to report to work after they have given notice may be subject to dismissal and forfeiture of the remaining pay for the notice period. The Department Director may waive the notice requirement, based on business necessity, extenuating circumstances, and approve the waiver request. The Department Director must submit the written waiver to the Department of Human Resources.

B. Pay in Lieu of Notice

In some cases, when an employee resigns, it may be in the best interest of the Town that the employee leaves the premises upon notice of resignation. In such cases, two week's pay in lieu of notice may be granted with the approval of the Town Manager.

C. REDUCTION IN FORCE

(1) As a matter of business necessity, the Town Manager may direct, with Town Council approval, a reduction in the Town's workforce through the elimination of occupied and unoccupied positions and layoff of employees. When implementing a Reduction In Force, employee layoffs will be based on seniority within the affected classification, with the least senior employees being laid off first.

- a. Seniority for Regular Full-time employees will be based on Regular Full-time service.
- b. Seniority for Regular Part-time A and B employees will be based on part-time service.
- c. If two or more employees share the same seniority date, their placement on the seniority list will be determined by the last four digits of their Town employee identification number, ranked from lowest to highest.

4. JOB ABANDONMENT

An employee who is absent from work for three consecutive scheduled workdays without notifying their supervisor or submitting a request for time off will be considered to have voluntarily abandoned their position. In such cases, the employee will be automatically terminated, effective on their last day worked.

5. INVOLUNTARY TERMINATION

- A.** Although employment with the Town remains at-will, involuntary termination may be initiated when an employee commits a serious infraction, exhibits ongoing failure to meet performance standards, or is unable to comply with Town policies. All involuntary termination must be reviewed by the Director of Human Resources and approved by the Town Manager prior to any action being taken.
- B.** The employee's immediate Supervisor must consult with the Department Director and Director of Human Resources to evaluate the circumstances and determine appropriate action.
- C.** A disciplinary notice must be completed, with clear documentation of the reason for dismissal, including justification, comments, and any supporting documentation. The disciplinary notice will include the statement that the employee has a right to appeal this action by submitting a response in writing to the Director of Human Resources within five business days of receiving the Termination notice.
- D.** The Director of Human Resources will coordinate the termination process and ensure that all required release notices and documentation are prepared in coordination with the department.
- E.** Terminations are generally effective on the employee's last actual day worked. Any exceptions must receive prior approval from the Town Manager.

6. EXIT PROCESSING

- A.** Supervisors are responsible for submitting the Personnel Change Notice and separation notice the Department of Human Resources as soon as they are notified of the separation.
- B.** Supervisors are responsible for ensuring the return of all Town-owned property, including but not limited to keys, ID badges, P-cards, fuel cards, documents, manuals, issued mobile devices, tools, equipment, and uniforms.
- C.** The Department of Human Resources will offer and conduct a voluntary exit interview with all voluntary separating employees. The employee may complete an Employee Experience Form or request an in-person discussion. The exit interview is confidential, voluntary, and used to improve the workplace.
- D. Final Pay**
Final pay will be paid by the next Town Pay Day. Payment will be delivered using the employee's established method on file, typically via direct deposit. If direct deposit is not available, the final paycheck will be mailed to the employee's address of record or made available for pick-up at Town Hall.

DEFINITIONS

Exit Interview

A voluntary meeting conducted by Human Resources to gather feedback from an employee who is leaving the organization.

Involuntary Termination

Separation initiated by the Town due to performance issues, misconduct, or business-related decisions such as position elimination.

Pay in Lieu of Notice

Compensation provided to an employee instead of requiring them to work through the full resignation notice period.

Personnel Change Notice

An internal document used to communicate employment changes, including separations, promotions, or reassignment.

Reduction in Force (RIF)

The elimination of a position or group of positions due to financial, structural, or strategic reasons.

Resignation

A voluntary act by the employee to terminate their employment with the Town.

Retirement

Voluntary separation from employment due to eligibility under applicable retirement guidelines.

Separation

The end of the employment relationship between the employee and the Town, for any reason.

Separation Notice

A form completed by the supervisor that formally documents the reason for and terms of the employee's separation.

PROCEDURES AND FORMS

- Disciplinary Counseling Form
- Personnel Change Notice

REGULATORY REFERENCES

- Fair Labor Standards Act (FLSA)
- Texas Labor Code – Chapter 61 (Texas Payday Law)
- Texas Local Government Code – Chapter 141

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 308 – Termination of Employment

Discipline Policy

Policy Number	TM - 520
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to provide clear directions for addressing employee conduct and performance issues, ensuring fair, consistent, and effective disciplinary actions that support a productive and professional workplace.

2. POLICY

The Town is dedicated to upholding high standards of employee behavior and performance. When employees fail to meet these standards or violate laws, policies, or procedures, the Town will take appropriate disciplinary measures, including correction, suspension, or termination, based on the nature and severity of the issue, while maintaining flexibility to act as necessary. While the Town generally follows a progressive discipline process, it reserves the right to determine the appropriate response based on the severity and circumstances of each situation.

3. DISCIPLINARY DECISION FACTORS AND ACTIONS

- A.** Disciplinary actions will be based on the severity and nature of the employee's conduct or performance issue. Supervisors must consider factors such as the type and impact on operations, team morale, or service delivery, the employee's work and disciplinary history, and any relevant mitigating or aggravating circumstances.
- B.** Disciplinary options include Coaching, Documented Verbal Warnings, Written Warnings, Final Written Warnings, Suspensions, Demotions, and Termination. The Town reserves the right to skip progressive steps and apply any level of discipline deemed appropriate, up to and including termination.
- C.** All disciplinary actions must be documented in writing. Supervisors must include clear and detailed information in all disciplinary documentation, such as a description of the incident or performance issue, dates and times, the impact on the workplace, previous related discussions or warnings, corrective actions required, and any comments the

employee provides regarding the incident or discipline. This ensures a complete and accurate record for review and future reference.

- D.** Any disciplinary action beyond a Final Written Warning requires prior review by the Department of Human Resources before it is implemented.

4. Progressive Discipline and Exceptions

- A.** Disciplinary measures generally follow a progressive approach, starting with less severe actions for minor issues and escalating as needed for repeated or serious violations. However, depending on the gravity of the situation, supervisors may skip steps based on the severity of the violation, risk to the organization, or failure to improve after previous interventions and impose more severe discipline immediately.
- B.** The progressive discipline steps are set forth below. However, some situations may require a different sequence than set forth below.

(1) Coaching

Coaching is an informal discussion between an immediate Supervisor and employee about the need to improve performance, conduct, or other employment-related issues. This discussion allows the immediate Supervisor an opportunity to offer solutions and options to help the employee meet the expectations and/or resolve a problem or performance issue.

(2) Documented Verbal Warning

A Documented Verbal Warning is an oral instruction from the immediate Supervisor to the employee about the need to improve performance, conduct, policy violation, or other employment-related issues. Even though the instruction is oral, this level of discipline must still be documented on a Disciplinary Counseling Form.

(3) Written Warning

If no or insufficient improvement is shown following the Documented Verbal Warning, or if the conduct in question warrants stronger action, a Written Warning will be issued.

(4) Final Written Warning

If the immediate Supervisor determines after a review of the previous action(s) that the level of improvement by the employee is unsatisfactory, the employee will receive a Final Written Warning.

- (5)** For all discipline from Documented Written Warning through Final Written Warning:

- a. The immediate Supervisor documents the discussion on the Disciplinary Counseling Form.
- b. The Warnings will summarize the events leading to the disciplinary action and will advise the employee of the corrective action that must be taken within a specific time frame. It shall also state whether further actions will be taken for failure to take corrective action.
- c. The employee may make comments regarding the disciplinary action on the Disciplinary Counseling Form and shall sign the document indicating that it was received. If the employee refuses to sign the form, the immediate Supervisor will note on the form that the employee refused to sign.
- d. The employee will be provided with a copy of the document.
- e. These levels of disciplinary action are not appealable.
- f. The Disciplinary Counseling Form will be provided to the Department of Human Resources within two business days.

(6) Suspension

- a. If Written or Final Written Warnings fail to improve the employee's performance or conduct, or if the employee engages in misconduct that is so severe that it warrants a stronger action, an employee may be placed on an unpaid Suspension.
- b. The Director of Human Resources will review all proposed suspensions before any action is taken. In cases where immediate action is necessary, such as situations involving safety concerns, a supervisor may temporarily relieve the employee from duty, with pay, pending the suspension review or any other necessary investigation.
- c. When an employee is placed on Suspension, they may not use any sick, vacation, personal leave or comp time hours during the suspension period.
- d. To maintain FLSA exemption status, exempt employees may only be suspended without pay in full-day increments for serious violations of workplace conduct policies.
- e. The Suspension notice will include the statement that the employee has a right to appeal this action by submitting a response in writing to the Department of Human Resources within five business days of receiving the Suspension notice.
- f. The employee will be provided with a copy of the Suspension notice.

- g. The Suspension notice will be provided to the Department of Human Resources within two business days.

(7) Demotion

- a. An employee may be Demoted for disregarding or violating a Policy, or for repeated refusal or inability to improve performance. Demotions may be either permanent or for a predetermined specific period of time and may be used in conjunction with other disciplinary action.
- b. Disciplinary Demotions will be accompanied by a reduction in salary in accordance with Town Policy.
- c. The Director of Human Resources will review and Town Manager will approve all proposed Demotions before any action is taken. In cases where immediate action is necessary, such as situations involving safety concerns, a supervisor may temporarily relieve the employee from duty, with pay, pending the demotion review or any other necessary investigation.
- d. Employees shall be given written notice of the reason(s) for, and duration of, the demotion, if applicable; and in the case of a temporary demotion, the action requires that the employee be reinstated to their former position after the stated demotion period.
- e. The Demotion notice will include the statement that the employee has a right to appeal this action by submitting a response in writing to the Department of Human Resources within five business days of receiving the Demotion notice.
- f. The employee will be provided with a copy of the Demotion notice.
- g. The Demotion notice will be provided to the Department of Human Resources within 48 hours.

(8) Termination of Employment

- a. Employees may be terminated from employment when other disciplinary measures have failed to correct behavior, or immediately for severe violations of law, Town policy, or workplace conduct standards.
- b. The Director of Human Resources will review, and the Town Manager will approve all proposed Terminations before any action is taken. In cases where immediate action is necessary, such as situations involving safety concerns, a supervisor may temporarily relieve the employee from duty, with pay, pending the Termination review or any other necessary investigation.

- c. The employee will be given written notice of the reason(s) for termination of employment. The written notice shall state the reason(s) for the termination of employment in sufficient detail to enable the employee to respond.
- d. The termination notice will include the statement that the employee has the right to appeal this action by submitting a response in writing to the Director of Human Resources within five business days of receiving the Termination notice.

5. APPEAL PROCESS

A. Right to Appeal

Employees who are terminated, demoted, or suspended without pay have the right to appeal the decision to the Town Manager.

B. Filing an Appeal

To initiate an appeal, the employee must submit a completed Appeal Form to the Director of Human Resources within five business days of receiving the disciplinary notice. Appeals submitted after the deadline will not be considered.

C. Basis for Appeal

The appeal must address only the disciplinary action taken and should clearly state the employee's grounds for contesting the decision.

D. Scheduling the Hearing

The Director of Human Resources will coordinate an appeal hearing with the Town Manager within ten business days of receiving the written appeal. If the Town Manager is unavailable, the hearing will be scheduled within five business days upon their return. These deadlines may be extended by the Town by providing written notice to the employee.

E. Appeal Hearing Procedure

- (1)** The Town Manager will review all relevant documentation and meet with both the employee and the immediate Supervisor.
- (2)** The employee may present a statement and respond to questions.
- (3)** No additional witnesses are permitted other than legal representation, if desired.

F. Final Decision

Following the hearing, the Town Manager will issue a written decision within five business days. The Town Manager may uphold, reverse, or modify the disciplinary action based on the facts presented. This decision is final and not subject to further appeal.

G. Failure to Appeal or Appear

If an employee fails to submit a timely appeal or does not attend the scheduled hearing, the disciplinary action will be considered final and non-appealable.

6. RECORDKEEPING AND REMOVAL

- A.** All disciplinary actions will be maintained in the employees personnel file within the Department of Human Resources to ensure an accurate employment history. Disciplinary records must be retained consistent with Texas Records Retention laws.

B. Request for Removal of Warnings

- (1)** An employee or their supervisor may submit a written request to the Department Director to have a Documented Verbal Warning, Written Warning, or Final Written Warning removed from the employee's personnel file, provided that:
 - a. At least one (1) year has passed since the date of the written warning, and
 - b. No additional disciplinary or documented performance actions have occurred during that time.
- (2)** Upon Department Director approval, all such requests will be forwarded to the Department of Human Resources for review and removal.

DEFINITIONS

Appeal

A formal request by an employee to have a disciplinary decision, such as suspension, demotion, or termination, reviewed by a higher authority.

Disciplinary Action

A formal response by the Town to an employee's violation of policies, procedures, or performance expectations. Disciplinary actions may include warnings, suspension, demotion, or termination.

Exempt Employee

An employee who is not entitled to overtime pay under the Fair Labor Standards Act (FLSA) and is typically paid on a salaried basis. Certain rules apply to unpaid disciplinary suspensions.

Progressive Discipline

A structured process in which increasingly serious actions are taken by the employer to address ongoing performance or conduct issues.

PROCEDURES AND FORMS

- Disciplinary Counseling Form

REGULATORY REFERENCES

- Fair Labor Standards Act (FLSA)

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 601 – Discipline

Workplace Safety Policy

Policy Number	TM - 550
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this Workplace Safety Policy is to establish a clear way to provide a safe, healthy, and hazard-free work environment for all employees, contractors, volunteers, and visitors. The Town recognizes our responsibility to promote practices that prevent injuries, illnesses, and accidents in the workplace. This policy serves as a foundational standard for safety expectations, employee responsibilities, and Town-wide direction to reduce risk and ensure operational continuity. Safety is a shared responsibility, and this policy aims to cultivate a culture where all staff members are informed, engaged, and empowered to prioritize health and safety in every task and decision.

2. POLICY

It is the policy of the Town to maintain a safe working environment for all employees, contractors, and visitors. The Town is committed to preventing workplace injuries and illnesses through proactive safety planning, regular training, compliance with applicable safety laws and regulations, and continuous improvement of safety practices. All employees are expected to follow established safety rules and report hazards promptly.

3. GENERAL SAFETY

A. Department Responsibilities

- (1) Each department is responsible for developing and maintaining safety directives, procedures, and training programs that are specific and appropriate to the work performed within their operations.
- (2) Supervisors and Department Directors shall ensure that employees:
 - a. Receive proper safety training relevant to their job duties,
 - b. Understand and follow safe work practices,

- c. Have access to appropriate safety equipment and resources.

B. Employee Responsibilities

- (1)** All employees are expected to:
 - a. Immediately report any unsafe conditions, equipment malfunctions, or potential hazards to their supervisor using the Hazard Report Form.
 - b. Immediately report to their supervisor any property damage, unsafe building conditions, or equipment defects that may pose a risk to health or safety.
 - c. Never modify, bypass, remove, or disable any equipment, safety device, or facility feature that is designed to prevent workplace injuries and illnesses without explicit direction and approval from a supervisor or department head.
 - d. Participate in required safety training and apply safe practices in all tasks.
 - e. Take an active role in preventing accidents and injuries by being alert to hazards and taking reasonable steps to prevent harm.

C. Risk Management and Safety Committee

- (1)** The Town's Risk Management Office will coordinate town-wide safety efforts and will establish a Safety Committee composed of representatives from various departments. The Safety Committee will meet as needed but no less than annually:
 - a. Review workplace incidents and near misses.
 - b. Identify patterns or risks.
 - c. Share best practices and resources.
 - d. Recommend improvements to safety policies and procedures.
- (2)** The Committee will serve as an advisory group to support communication and collaboration on safety issues across the organization.
- (3)** The Director of Human Resources will provide a annual report to the Town Manager.

4. HAZARD COMMUNICATION

- A.** In accordance with the Texas Hazard Communication Act (THCA), the Town is committed to ensuring that employees are informed about the chemical hazards they may encounter in the workplace.
- B.** Director of Human Resources with input from the departments shall maintain a written Hazard Communication Program and ensure compliance with the following requirements:
 - (1) Chemical Inventory**
A current list of all hazardous chemicals used or stored in Town facilities shall be maintained and updated as needed.
 - (2) Safety Data Sheets (SDS)**
SDSs for each hazardous chemical will be kept on file and made readily accessible to all employees during their work shifts.
 - (3) Labeling**
All containers of hazardous chemicals must be clearly labeled with the identity of the substance and appropriate hazard warnings.
 - (4) Employee Training**
Employees who may be exposed to hazardous chemicals shall receive documented training upon initial assignment and annually thereafter. Training will include how to read SDSs, understand container labels, and follow safe handling and emergency procedures.
 - (5) Employee Rights**
Employees have the right to access information about chemical hazards in their workplace and may report concerns or violations without fear of retaliation.
- C.** Supervisors are responsible for ensuring compliance within their departments, and all employees are expected to follow proper procedures and report any safety concerns promptly.

5. PERSONAL PROTECTIVE EQUIPMENT (PPE)

- A.** When required by job duties or work environments, employees must wear appropriate Personal Protective Equipment (PPE) to reduce the risk of injury or exposure.

B. Responsibilities

- (1)** Departments must identify tasks that require PPE, provide the necessary equipment at no cost to employees, and ensure that employees are trained in proper use, care, and maintenance.
 - (2)** Employees are responsible for wearing the required PPE, inspecting it before use, and reporting any damaged or defective equipment to their supervisor.
- C.** PPE may include, but is not limited to safety glasses, gloves, hard hats, hearing protection, high-visibility clothing, and respiratory protection.
- D.** Failure to use the required PPE may result in disciplinary action and an increased risk of injury. Supervisors must ensure compliance and address any deficiencies promptly.

6. WORKPLACE VIOLENCE PREVENTION

- A.** The Town is committed to maintaining a safe, respectful, and secure workplace for all employees, contractors, and visitors. Acts or threats of workplace violence will not be tolerated under any circumstances.
- (1)** Workplace violence includes, but is not limited to:
 - a. Verbal or written threats of harm
 - b. Physical assaults or aggressive behavior
 - c. Intimidation, harassment, or bullying
 - d. Stalking or threatening gestures
 - e. Possession of weapons (except as expressly permitted by law or policy)

B. Employee Responsibilities

- (1)** Report any behavior that may indicate a risk of violence, even if it seems minor or isolated.
- (2)** Notify a supervisor, Department Director, or Department of Human Resources immediately of any threats or concerns.
- (3)** In case of immediate danger, call 911.

C. Town Responsibilities

- (1)** The Director of Human Resources will oversee the investigation in coordination with the Department Director all reported incidents promptly and confidentially, where possible.

- (2)** Department Directors will take appropriate disciplinary or corrective action in response to violations, in consultation with the Director of Human Resources and the Town Manager.
 - (3)** Provide training and resources to help employees recognize and respond to warning signs.
 - (4)** Cooperate with law enforcement and ensure appropriate security measures are in place.
- D.** Retaliation against any employee who reports a concern in good faith is strictly prohibited. Ensuring a violence-free workplace is a shared responsibility, and all employees are expected to contribute to a culture of safety and respect.

7. FIREARMS AND WEAPONS IN THE WORKPLACE

A. General Prohibition

Unless specifically authorized by the Town Manager, no employee, other than a licensed peace officer, shall carry or possess firearms, ammunition, or other prohibited weapons in the workplace.

B. Exception for Weapons Stored in Private Vehicles

An employee who lawfully possesses a firearm may store the weapon in a locked, privately owned vehicle in the Town-provided parking area.

C. Exclusion for Town-Owned Vehicles

This exception does not apply to vehicles owned or leased by the Town, unless the employee is required to transport or store a firearm in the course of their official duties.

- D.** The Town reserves the right to conduct searches to enforce this policy, including searches of any Town property, such as desks, storage areas, lockers, and Town vehicles. Employees are reminded that they do not have a right to privacy in Town-owned areas, or with possessions stored there.

8. SAFETY INSPECTIONS AND ANALYSIS

A. Department Responsibilities

- (1)** Conduct regular safety inspections of work areas and job sites.
- (2)** Address unsafe conditions or behaviors and report them to Risk Management.

- (3) Reinforce safe work practices and ensure proper documentation using the Hazard Report Form and Incident/Accident Report Form, as appropriate.
 - (4) The Department of Human Resources shall maintain comprehensive and accurate records of all workplace accidents and incidents, and develop targeted safety programs aimed at eliminating future occurrences.
-

DEFINITIONS

Accident

An unplanned event that results in injury, illness, or property damage.

Hazard

Any source or situation with the potential to cause injury, illness, or damage to people, property, or the environment.

Incident

An event that may not result in injury but had the potential to cause harm or property damage (also referred to as a "near miss").

Labeling

The use of tags, signs, or printed identifiers to indicate the contents and hazards of a chemical container.

PPE (Personal Protective Equipment)

Equipment worn to minimize exposure to hazards that cause workplace injuries or illnesses (e.g., gloves, goggles, hard hats).

Risk Management

The Town's designated office or personnel responsible for coordinating safety programs, tracking incidents, and promoting workplace safety practices. The designated office is the Department of Human Resources.

Safety Committee

A group of departmental representatives who meet quarterly to review safety issues, discuss incidents, and recommend improvements to workplace safety practices.

SDS (Safety Data Sheet)

A detailed document that provides information on the properties, handling, storage, and emergency measures related to a hazardous chemical.

Weapon

Any device or object capable of causing serious bodily injury or death to another person, including, but not limited to, handguns, shotguns, rifles and explosive devices. Knives

with blades more than five and a half inches in length are considered a weapon under this policy unless approved for use by the employee's supervisor as part of the employee's duties.

PROCEDURES AND FORMS

- Incident/Accident Report Form
- Hazard Report Form

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Occupational Safety and Health Act (OSHA)
- Texas Government Code, Chapter 411 (Handgun Licensing)
- Texas Hazard Communication Act (THCA)
- Texas Labor Code – Workers' Compensation Provisions
- Texas Penal Code §46 (Weapons Law)

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 204 – Workplace Violence
Section: 701 – Safety and Accident Reporting

Vehicle Safety & Accident Policy

Policy Number	TM - 551
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this Vehicle Safety & Accident Policy is to promote safe, responsible, and lawful operation of vehicles used for Town business. This policy establishes expectations to help prevent accidents, protect employees and the public, and reduce risk to Town property. Whether operating a Town-owned vehicle or a personal vehicle for official duties, all employees are expected to uphold the highest standards of safety and accountability.

2. POLICY

It is the policy of the Town to ensure that all employees who operate vehicles in the course of their duties do so safely, responsibly, and in compliance with applicable traffic laws, departmental procedures, and this policy. All drivers must be properly licensed, authorized, and trained, and must immediately report any accidents, citations, or unsafe conditions. Preventable accidents, unsafe driving, or failure to follow this policy may result in disciplinary action, up to and including suspension of driving privileges or termination of employment.

3. DRIVER ELIGIBILITY AND REPORTING REQUIREMENTS

- A.** To operate a Town-owned vehicle or any vehicle for Town business, employees must meet the following criteria:
- (1)** Possess a valid Texas driver's license appropriate for the type of vehicle being operated.
 - (2)** Be at least 18 years of age.

- (3)** Upon hiring, have no more than three (3) moving violations and/or at-fault accidents in the past 24 months.
- (4)** Upon hiring, have no convictions for Driving While Intoxicated (DWI) or Driving Under the Influence of Drugs (DUID) in the past 60 months; and have no charges or convictions for DWI or DUID during their active employment.
- (5)** Meet all applicable federal and state licensing and eligibility requirements for the type of vehicle being driven.

B. License Status and Reporting Requirements

- (1)** The Department of Human Resources will keep record of employees' Driver's Licenses.
- (2)** Employees must immediately notify their supervisor and the Human Resources Department if:
 - a. Their driver's license becomes invalid, suspended, or revoked for any reason. Driving privileges for Town business will be suspended immediately.
 - b. They receive a traffic citation while operating a Town-owned vehicle.
 - c. They are charged with and/or convicted of a DWI or DUID.
 - d. These notices must be submitted on the Driver's License Reporting Form by the next business day.
- (3)** Employees that fail to report such violations immediately may result in disciplinary action, up to and including termination of employment.

C. Medical or Skill Impairment

- (1)** If an employee has a physical, mental, or driving-related condition that may impair their ability to operate a vehicle safely:
 - a. The Department Director in consultation with the Director of Human Resources, will determine if the employee will be immediately and temporarily restricted from driving for the Town.
 - b. The Director of Human Resources will conduct an Interactive Process in accordance with the Reasonable Accommodation Policy.

D. Insurance Requirements

Employees who use their personal vehicles for Town business must maintain at least the minimum auto insurance coverage required by state law.

4. VEHICLE SAFETY AND OPERATION

A. Pre-Travel Vehicle Inspections

- (1)** Before operating any Town vehicle, the driver must conduct a basic safety inspection to ensure the vehicle is in safe operating condition. This includes checking:
 - a. Tires: Proper inflation and no visible damage or excessive wear.
 - b. Lights and Signals: Headlights, brake lights, turn signals, and hazard lights must be functional.
 - c. Brakes: Confirm the brakes operate properly with no unusual noises or decreased responsiveness.
 - d. Mirrors and Windshield: Clean and undamaged for clear visibility.
 - e. Fluid Levels: Check oil, coolant, and windshield washer fluid levels.
 - f. Safety Equipment: Ensure seat belts, fire extinguisher, first aid kit, and any other required safety equipment are present and in working order.
 - g. General Condition: Look for leaks, loose parts, or any signs of damage that could affect safety.
- (2)** If any safety issues are found, the vehicle must not be driven until repairs are made or approved by a supervisor.

B. Reporting Vehicle Issues

- (1)** Drivers must promptly report any mechanical problems, damage, or safety concerns to their immediate supervisor or the designated fleet manager.
- (2)** A Vehicle Maintenance and Safety Report Form should be completed to document issues and track repairs.
- (3)** If a vehicle becomes unsafe to operate during use, the driver must stop driving as soon as safely possible and report the issue immediately.

C. Driving Safety Requirements

- (1)** Operate vehicles in a defensive and courteous manner, anticipating hazards and obeying all traffic laws and speed limits.
- (2)** Avoid distractions such as using mobile phones, eating, or other activities that take attention away from driving. Hands-free devices may be used in accordance with local and state law.
- (3)** Never drive under the influence of alcohol, illegal drugs, or prescription or other medications that impair driving ability.
- (4)** Comply with all Town policies regarding the use of personal protective equipment (PPE) while operating or working around vehicles, such as high-visibility vests if exiting the vehicle on roadways or construction sites.
- (5)** Use caution in adverse weather conditions; reduce speed and increase following distance as necessary.
- (6)** Drivers must carry their valid driver's license while operating Town vehicles.
- (7)** The vehicle operator is responsible for any traffic citations or fines received while driving.

D. Parking and Securing Vehicles

- (1)** Always park vehicles in designated areas and apply the parking brake.
- (2)** Lock the vehicle when unattended to prevent theft or unauthorized use.
- (3)** Remove the ignition key and any valuables from the vehicle.

5. ACCIDENT REPORTING AND INVESTIGATION

A. Reporting a Vehicle Crash – Initial Employee Actions

- (1)** If a crash occurs involving a Town-owned or leased vehicle (on- or off-duty), the employee must:
 - a. Call 911 immediately and request law enforcement response for a formal Crash Report.
 - b. Inform the responding officer:

"This is a fleet vehicle owned by the Town of Trophy Club. Policy requires this crash be reported and investigated."

- c. Obtain the law enforcement case number for Town records.
- d. Notify their Supervisor immediately.
- e. Cooperate with any request for Drug and Alcohol testing in accordance with the Town's Drug and Alcohol Policy.

B. Additional Employee Responsibilities at the Scene

(1) Unless medically transported, the employee must also:

- a. Render aid to others if safe and necessary.
- b. Record names and contact information of witnesses.
- c. Record the make, model, license plate, and contact info for any other involved vehicle(s) and driver(s).
- d. Remain at the scene until released by law enforcement or a supervisor.
- e. Refrain from discussing fault or giving statements, except the Department Director and Department of Human Resources. If law enforcement requests a statement, employees will refer them to the Director of Human Resources.
- f. Provide written or verbal statements upon request to the Department of Human Resources or Town Attorney's Office.
- g. Do not share accident details with media, outside legal counsel, or non-Town personnel without permission from the Department of Human Resources or the Town Attorney's Office.

C. Supervisor Responsibilities

- (1)** Supervisors must notify the Department Director and Department of Human Resources promptly upon receiving a crash report.
- (2)** Ensure the employee completes any required documentation (e.g., Crash/Incident Report Form).
- (3)** Support compliance with post-incident Drug and Alcohol testing and investigations.

D. Post-Crash Drug and Alcohol Testing Requirements

Employees involved in an accident, including single-vehicle accidents, are required to submit to Drug and Alcohol testing in accordance with the Drug and Alcohol Policy.

E. Failure to Report

Failure to report an accident or comply with these procedures may result in disciplinary action, up to and including termination.

F. Administrative Investigation

- (1)** The Department Director or Supervisor will conduct an administrative investigation, documenting facts, determining cause, and recommending corrective actions to prevent future incidents.
- (2)** The investigation report will be sent to the Department of Human Resources.
- (3)** The Department of Human Resources will coordinate any legal claims or defense with the Town Attorney's Office.

DEFINITIONS

Administrative Investigation

A formal review conducted by a Town Supervisor or Department Director to determine the facts, cause, and corrective actions related to a vehicle crash or safety incident.

At-Fault Accident

An accident in which the driver is determined to have been primarily responsible, either by law enforcement, an insurance company, or the Town's internal investigation.

Crash Report

The official document prepared by law enforcement that records the details of a motor vehicle crash, formerly known as an "accident report" under Texas law.

Defensive Driving

A driving approach that involves anticipating hazards, following traffic laws, maintaining safe distances, and taking proactive steps to avoid collisions or unsafe situations.

Designated Fleet Manager

An employee or supervisor assigned to oversee maintenance, inspection, and operation of Town-owned vehicles within a department.

Driving While Intoxicated (DWI)

The operation of a motor vehicle while impaired by alcohol, as defined by Texas law.

Driving Under the Influence of Drugs (DUID)

The operation of a motor vehicle while impaired by controlled substances, whether illegal or legally prescribed but used in a manner that impairs driving ability.

Hands-Free Device

A communication device (such as a Bluetooth earpiece or vehicle-integrated system) that allows the user to talk or text without physically holding the phone.

Impairment

Any physical, mental, or medical condition, including substance use, that diminishes a driver's ability to safely operate a motor vehicle.

Personal Protective Equipment (PPE)

Safety gear used to minimize exposure to hazards, such as high-visibility vests, gloves, hard hats, or other job-specific equipment.

Pre-Travel Inspection

A routine visual and functional check of a vehicle by the operator before use to confirm it is in safe working condition.

Preventable Accident

An accident that could have been avoided if the driver had taken reasonable precautions under the circumstances.

Unsafe Condition

A mechanical issue, environmental hazard, or operator behavior that increases the risk of a crash or injury while driving.

PROCEDURES AND FORMS

- Driver's License Reporting Form
- Vehicle Maintenance and Safety Report Form

REGULATORY REFERENCES

- Texas Department of Public Safety (DPS) Driver License Rules
- Texas Transportation Code
- Drug and Alcohol Policy
- Workers' Compensation Policy

SUPERSEDES

Human Resources Policy and Procedure Manual

Section: 701 – Safety and Accident Reporting

Smoke, Vape, and Smokeless Free Workplace Policy

Policy Number	TM - 552
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to promote a healthy, safe, and productive work environment by eliminating exposure to smoke, vapor, and smokeless products. This policy aims to protect employees, visitors, and contractors from the harmful effects of secondhand smoke and vapor products, reduce health risks, and support overall well-being in the workplace.

2. POLICY

The Town of Trophy Club is committed to providing a smoke, vaping, and smokeless free workplace to ensure the health and safety of all employees, visitors, and contractors. The use of all forms of smoking, vaping, e-cigarettes, and smokeless products is strictly prohibited on all Town premises and property, inside Town-owned vehicles, and during Town-sponsored events or activities unless the use is conducted in designated outdoor areas, or away from the general public and other employees. This policy applies to all employees, contractors, and volunteers.

3. GENERAL PROVISIONS

A. Permitted Locations

Any person who uses smoke, vaping, or smokeless products must do so only in designated outdoor areas or away from the general public and other employees. In the case of the use of smoke or vapor discharging products, the employee must be at least 25 feet away from all building entrances, windows, and ventilation systems.

- B.** Compliance with this policy is mandatory. Violations may result in disciplinary action, up to and including termination of employment or removal from Town property.

DEFINITIONS

Smoking

The inhalation, exhalation, burning, or carrying of any lit cigarette, cigar, pipe, or any other smoking product.

Smokeless Products

Any product that is used without burning, including but not limited to chewing tobacco, snuff, dip, and snus.

Vaping Products

Electronic devices that deliver nicotine or other substances through vapor rather than smoke, including e-cigarettes, vape pens, mods, and similar devices.

PROCEDURES AND FORMS

None

REGULATORY REFERENCES

- Texas Clean Indoor Air Act (TCIAA), Tex. Health & Safety Code Chapter 386
- Texas Government Code § 418.191 - Smoking prohibited in state buildings and vehicles
- Texas Government Code § 443.007 - Smoking prohibition in certain public areas

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 207 – Smoke and Tobacco Free Workplace

Alcohol and Drug-Free Workplace Policy

Policy Number	TM - 553
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

This policy promotes a safe, healthy, and productive work environment by prohibiting the use, possession, or impairment from drugs and alcohol in the workplace. It also addresses off-duty substance use that may impair job performance or compromise safety. The policy supports early intervention, encourages use of assistance resources, and prohibits retaliation for seeking help. If the Town receives federal funds, this policy complies with the Drug-Free Workplace Act of 1988.

2. POLICY

The Town of Trophy Club is committed to maintaining an alcohol and drug-free workplace. The use, possession, distribution, or influence of illegal drugs, unauthorized controlled substances, or alcohol during work hours, on Town premises, or while conducting Town business is strictly prohibited. Off-duty use of substances that impairs job performance, compromises safety, or affects the reputation of the Town may also be subject to disciplinary action. Employees are expected to report to work fit for duty and capable of performing their responsibilities safely and effectively.

3. USE OF ALCOHOL AND DRUGS IN THE WORKPLACE

- A.** Employees are strictly prohibited from using, possessing, distributing, manufacturing, selling, or being under the influence of alcohol, illegal drugs, cannabis (regardless of local legalization), or unauthorized controlled substances while on Town premises, during working hours, in Town vehicles, or while conducting Town business.. This restriction is not meant to prohibit moderate alcohol consumption at offsite or after hour voluntary work holiday or events so long as the employee is not on duty.
- B.** Employees must not report to work impaired or under the influence of any substance that may interfere with safe and effective job performance. This includes the misuse of prescription or over-the-counter medications that cause drowsiness, impaired

coordination, slowed reaction time, or any other condition that could affect safety or productivity.

- C.** Prescribed or over-the-counter medications may be used during work hours only if they are taken as directed and do not impair the employee's ability to perform their duties safely. Employees are encouraged to speak with the Department of Human Resources if they believe a medication may affect their performance or pose a safety risk. Any disclosure will be handled confidentially and in compliance with applicable privacy and accommodation laws.
- D.** The Town reserves the right to take appropriate disciplinary action if an employee's use of alcohol or drugs violates this policy or creates a safety or performance issue in the workplace. This may include removal from duty, referral to a substance abuse program, or disciplinary measures up to and including termination of employment.

4. PRE-EMPLOYMENT SCREENING

- A.** All candidates who receive a conditional offer of employment with the Town must successfully complete a drug test before beginning work. Testing will be conducted by the Town's designated medical provider or approved testing facility.
- B.** Candidates must provide written consent authorizing the drug test and permitting the Town to use the results in making final employment decisions. Refusal to consent will result in withdrawal of the job offer.
- C.** A confirmed positive test result, two inconclusive test results, or a double dilute result for any substance, without a valid prescription or otherwise justified by a medical professional, will disqualify the candidate from employment. Candidates who are disqualified on this basis may reapply after 12 months.

5. REASONABLE SUSPICION

A. Reporting Responsibility

All employees are encouraged and expected to promptly report to a supervisor, the Director of Human Resources, or the Town Manager if they have a reasonable belief that a coworker is under the influence of drugs or alcohol while on duty. This helps ensure a safe workplace and allows the organization to address potential issues quickly and appropriately. Reports will be handled confidentially and without retaliation.

B. Testing Requirement

When a supervisor or member of management has reasonable suspicion that an employee is under the influence of drugs or alcohol, impaired, or unfit for duty while

at work or reporting for work, the employee will be required to submit to a drug and/or alcohol test.

C. Definition of Reasonable Suspicion

Reasonable suspicion is based on specific, observable facts and reasonable inferences drawn from an employee's behavior, appearance, or conduct that indicate possible impairment due to drugs or alcohol. Examples of reasonable suspicion include, but are not limited to:

- (1)** Direct observation of drug or alcohol use or possession;
- (2)** Possession of drug paraphernalia;
- (3)** Physical signs such as slurred speech, substance odor, bloodshot or watery eyes, dilated pupils, drowsiness, or sleeping on the job;
- (4)** Sudden or drastic changes in behavior, mood swings, neglect of personal hygiene, or unusual borrowing of money;
- (5)** Noticeable decline in job performance, including frequent absenteeism or tardiness;
- (6)** Reliable information from credible sources that is independently verified by the supervisor or other responding party;
- (7)** Involvement in accidents or unsafe acts showing carelessness or recklessness;
- (8)** Arrest, conviction, or identification as part of a criminal investigation related to drugs or alcohol, on or off duty.

D. Documentation and Interview

The supervisor or manager who is informed or identifies reasonable suspicion will ensure the employee is removed from any duty assignments while remaining on Town property and notify the Director of Human Resources and Department Director immediately. At least two supervisors or managers will observe or interview the employee to discuss the observed behavior and document the incident by completing a Reasonable Suspicion Report.

E. Review and Authorization

If the Director of Human Resources and the Department Director determine that reasonable suspicion is confirmed, the employee will be notified, and the testing procedure will be initiated immediately.

F. Testing Procedures

Two members of the management team will escort the employee to the Town contracted testing facility and back home. The employee is prohibited from driving any vehicle until test results are confirmed. Employees who refuse to consent to testing will be immediately relieved from duty and subject to termination.

G. Positive Test Result

A verified positive test result for alcohol or any unauthorized drug, including those

without a valid prescription or otherwise justified by a medical professional, will be subject to termination of employment.

H. Confidentiality

- (1)** The Department of Human Resources will maintain all drug and alcohol test results in a confidential file separate from the employee's personnel file.
- (2)** All personnel involved in the Reasonable Suspicion process are required to keep all related information strictly confidential.

6. POST-ACCIDENT TESTING

A. Basis for Testing

Any employee involved in a work-related accident, injury, or illness, including those involving a Town motor vehicle, that results in lost time, personal injury, medical treatment, or property damage must notify their supervisor immediately and submit to post-accident drug and/or alcohol testing.

B. Testing

- (1)** The supervisor or member of the management team will promptly inform the Department of Human Resources and receive the Post Accident Testing form.
- (2)** The supervisor or member of the management team will transport the employee to the designated testing facility and then home. Employees are prohibited from returning to work until test results are received.
- (3)** Refusal to consent to testing will result in termination.

C. Positive Test Result

Employees with confirmed positive test results for alcohol or any unauthorized drug—including those without a valid prescription or otherwise justified by a medical professional—will be subject to termination of employment.

7. PERIODIC TESTING

- A.** The Town may require testing when an employee returns to work following probation, suspension, layoff, extended leave of absence, when necessary to comply with applicable state or federal regulations.
- B.** The Department of Human Resources will notify in writing to the employees when periodic drug and/or alcohol testing is required.

C. Positive Test Result

Employees with confirmed positive test results for alcohol or any unauthorized drug—including those without a valid prescription or otherwise justified by a medical professional—will be subject to termination of employment.

8. SELF-DECLARATION AS A SUBSTANCE ABUSER

A. Voluntary Disclosure and Treatment

- (1)** Employees are encouraged to seek help for substance abuse before it affects job performance or leads to disciplinary action.
- (2)** Any employee may voluntarily self-declare as a user of drugs or alcohol and request assistance through a recognized treatment or rehabilitation program. In such cases, the employee may use available leave in accordance with the Leave Administration Policy

B. Limitations of Self-Declaration

- (1)** Self-declaration may not be used to avoid drug or alcohol testing or to prevent disciplinary consequences.
- (2)** If reasonable suspicion has already been documented, or an accident, injury, or other triggering event has occurred, an employee cannot declare substance abuse in an attempt to avoid testing or associated disciplinary action.

9. DRUG OR ALCOHOL CONVICTIONS

A. Required Notification

Any employee who is charged with a criminal activity involving the illegal use or possession or distribution of drugs must notify the employee's immediate Supervisor no later than five days after a conviction or after entering a plea of guilty or no contest. Failure to do so may result in disciplinary action, up to and including termination of employment.

B. Conviction during working hours

Employees who are found guilty, plead guilty or no contest to a violation of criminal drug and alcohol statutes, which occurred during working hours, will be subject to termination of employment.

C. Other Convictions

- (1)** Except as provided by Subsection (B), employees who are convicted of a violation of any drug or alcohol law may be allowed to remain employed by the Town, depending on the circumstances of their arrest and conviction, and the nature of their position with the Town.
- (2)** Continued employment with the Town may be contingent upon the employee's active participation in a recognized treatment program and the maintenance of acceptable work performance.

10. DISCLOSURE OF PRESCRIPTION OR OVER-THE-COUNTER DRUG USE

A. Notification Requirement

- (1)** The Town recognizes that employees may occasionally need to take prescription or over-the-counter medications that can cause side effects such as dizziness, drowsiness, light-headedness, loss of coordination, disorientation, or similar impairments.
- (2)** Employees must notify the Department of Human Resources prior to reporting for duty if they believe their ability to perform job duties safely or effectively may be compromised due to such medication.
- (3)** Employees are responsible for requesting reassignment, modified duties, or the use of available leave for the duration of any impairment.
- (4)** The Town reserves the right to consult with a licensed physician of its choosing to determine whether the medication presents a safety risk at the prescribed dosage. Based on this determination, the Town may limit, adjust, or remove the employee's work responsibilities as needed to protect the safety of the employee and others.

B. Failure to Notify

Employees who fail to disclose a known impairment caused by medication, and continue to work while impaired, may be reassigned, placed on available leave, or subject to disciplinary action, up to and including termination of employment.

11. ON-CALL AND EMERGENCY DUTY

A. On-call

Employees who are designated for on-call status are expected to be free of drugs or alcohol, and available to report to work for the duration of their on-call status. On-

call employees who report for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and disciplinary action, up to and including, termination of employment.

B. Emergency duty

- (1)** The Town recognizes that, in rare instances, employees who are not designated for call-back may be requested to report for emergency or unexpected duty.
- (2)** Employees who may be under the influence of alcohol or legally obtained medication must report this fact to their immediate Supervisor and must decline calls for emergency duty. In this event, the employee will not be subject to any disciplinary action.
- (3)** Employees on stand-by or on-call status who fail to report to a call to duty, or any employee who reports for duty under the influence of drugs or alcohol, may be subject to drug and alcohol testing and disciplinary action, up to and including, termination of employment.

12. OFF-DUTY CONDUCT

It is not the Town's intent to intrude upon the private lives of its employees. The Town does, however, reserve the right to take disciplinary action, up to and including termination of employment, in the event that an employee's off-duty involvement with drugs or alcohol is damaging to the Town's reputation or business, or interferes with the employee's job duties.

13. SEARCHES

- A.** The Town reserves the right to conduct unannounced searches for unauthorized substances on Town property. This includes, but is not limited to, lockers, desks, file cabinets, Town vehicles, and personal vehicles parked on Town premises. Personal belongings located on Town property may also be subject to search.
- B.** All searches must be authorized and conducted under the direction of the Town Manager, with written documentation of the grounds for suspicion prepared in advance. Employees who refuse to cooperate with a search may be subject to disciplinary action, up to and including termination of employment.

DEFINITIONS

Alcohol

Any beverage, mixture, or preparation that contains ethanol and is intended for human consumption, including beer, wine, and distilled spirits.

Confirmed Positive Test

A drug or alcohol test result that has been reviewed and verified by a Medical Review Officer (MRO) as indicating the presence of a prohibited substance without a legitimate medical explanation.

Controlled Substance

Any drug or chemical substance listed in Schedules I through V of the Controlled Substances Act, as defined by federal law, including prescription medications used outside of prescribed guidelines.

Drug Paraphernalia

Any equipment, product, or material used or intended for use in consuming, producing, or concealing illegal drugs, including pipes, rolling papers, syringes, and similar items.

Drug Rehabilitation Program

A professionally recognized and structured program, licensed or certified by the state, designed to provide diagnosis, treatment, and recovery services for individuals with drug or alcohol dependence.

Drug Test

An analysis of a biological sample (e.g., urine, hair, saliva, or blood) to detect the presence of drugs or their metabolites in an individual's system.

Impairment

A state in which a person's mental or physical faculties are diminished, reducing their ability to safely and effectively perform job duties.

Illegal Drug

Any drug that is not legally obtained or used, including those that are unlawful to possess, use, distribute, or manufacture under federal, state, or local law. This includes substances that may be legal in some jurisdictions but are prohibited by Town policy (e.g., cannabis).

Post-Accident Testing

Drug or alcohol testing conducted after a work-related accident, injury, or incident to determine whether substance use was a contributing factor.

Prescription Drug

A medication legally prescribed by a licensed medical provider for use by the individual to whom it is prescribed. Use must follow the prescribed dosage and duration.

Reasonable Suspicion

A belief based on specific and objective facts, such as observed behavior, physical symptoms, or credible reports, that leads a supervisor to suspect an employee may be under the influence of drugs or alcohol.

Refusal to Test

Failure to provide consent for required drug or alcohol testing, including deliberate avoidance, tampering, or failure to appear for scheduled testing, which will be treated as a policy violation.

Safety-Sensitive Position

A job role in which the employee's performance directly affects the safety of themselves, coworkers, or the public, including the operation of vehicles, machinery, or involvement in emergency response.

Substance Abuse

The misuse of alcohol, illegal drugs, controlled substances, or prescription medications in a manner that negatively affects workplace performance, safety, or behavior.

Testing Facility

A laboratory or clinic contracted or approved by the Town to perform drug and alcohol screening in compliance with applicable legal standards.

Under the Influence

The presence or effect of alcohol, drugs, or any other substance in an employee's system that impairs mental or physical faculties while on duty, or while reporting to duty.

PROCEDURES AND FORMS

- Drug and/or Alcohol Test Authorization Form (Vendor Form)
- Reasonable Suspicion Report

REGULATORY REFERENCES

- Drug-Free Workplace Act of 1988

SUPERSEDES

Property and Equipment Policy

Policy Number	TM - 554
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Human Resources
Council Resolution Number	2025 -
This Policy requires Town Council approval.	

1. STATEMENT OF PURPOSE

The purpose of this policy is to provide clear directions for the proper use, care, and accountability of Town property and equipment. This includes all physical assets such as computers, phones, tools, vehicles, office furniture, and any other equipment provided to employees in the course of their work.

2. POLICY

It is the policy of the Town to ensure that all property and equipment assigned to employees is used solely for official Town business, maintained in good working condition, and handled responsibly. Employees are expected to exercise reasonable care in the use of Town assets and to follow all applicable procedures regarding their maintenance, storage, and return. Unauthorized use, negligent handling, or misuse of Town property and equipment may result in disciplinary action, up to and including termination of employment. The Town reserves the right to monitor and inspect the use of its property at any time to ensure compliance with this policy.

3. GENERAL PROVISIONS

A. Proper Use and Care

Employees must use Town property and equipment responsibly, in accordance with established procedures. Abuse, damage, loss, or unauthorized use of Town assets is strictly prohibited.

B. Authorized Use Only

Town equipment and property, including vehicles, phones, desks, lockers, computers, and other devices, are to be used only for official Town business unless specifically authorized. Use for personal purposes is not permitted unless outlined in Town policies.

C. Inspections and Monitoring

All Town property, including electronic devices and storage systems (e.g., email, voicemail, computers, mobile phones, and cloud or physical storage), may be accessed or inspected at any time for business or legal reasons. Employees should not expect privacy when using Town-owned resources.

D. Technology Use and Network Access

Computing resources and internet access provided by the Town are for conducting official business. Use must comply with all applicable IT and security policies. All data, communications, and work products generated or stored on Town systems are the property of the Town and may be subject to public disclosure under the Texas Public Information Act.

E. Prohibited Conduct

Employees may not remove, borrow, or use Town property for personal use or gain. Theft, unauthorized removal of tools or materials, misuse of office supplies, mail services, or telecommunication systems are considered serious violations and may result in disciplinary action.

4. Liability for Loss or Damage to Town Property

A. Repayment Responsibility

Employees may be required to repay the Town for the cost to repair or replace Town property that is lost or damaged due to their misconduct or negligence (excluding theft). The Department Director will determine if repayment is necessary and the amount owed.

B. Appeal Process

Before a repayment decision is finalized, the Department Director will provide the employee with a written summary of the findings and any supporting documentation. The employee may submit a written response within five business days. After reviewing the response, the Department Director will issue a final decision. This decision is final and cannot be appealed or grieved.

C. Payroll Deductions

Repayment will be made through payroll deductions, not exceeding 10% of the employee's net pay per pay period, until the full amount is recovered. If the employee separates from employment, any remaining amount may be deducted from the final paycheck to the extent permitted by law.

D. Disciplinary Action

Repayment may be required in addition to, or instead of, disciplinary action—up to and including termination.

5. Vehicle Use and Operations

A. Business Use Only

Town vehicles are to be used strictly for official Town business. Personal use is prohibited unless specifically authorized in writing by the Town Manager.

B. General Fleet

- (1) General fleet vehicles that are not designated as Take-Home Vehicles are assigned to departments based on operational needs. These vehicles may not be used for commuting unless designated as "on-call."

- (2) **On-Call Vehicles**

Department Directors may request a general fleet vehicle be temporarily designated as an "on-call" vehicle for positions requiring emergency response outside of regular working hours. These vehicles may be used for both Town business and commuting. All on-call vehicle assignments require written approval from the Town Manager. Employees who live outside a 35-mile radius from their assigned check-in location are not eligible for the use of an on-call vehicle. Employees utilizing on-call vehicles for commuting to and from their assigned check-in work location will be subject to required tax withholdings for all applicable taxes established by the Internal Revenue Service.

C. Take Home Vehicles

- (1) The Town Manager will designate specific vehicles as Take-Home Vehicles for positions that require emergency response readiness. Employees utilizing on-take-home vehicles for commuting to and from their assigned check-in work location will be subject to required tax withholdings for all applicable taxes established by the Internal Revenue Service.
- (2) Take-Home Vehicles may be used only for Town business, commuting, incidental personal use, unless additional personal use is authorized in writing by the Town Manager.
- (3) Employees who live outside a 35-mile radius from their assigned check-in location are not eligible for the use of a take home vehicle assignments.
- (4) Employees are responsible for ensuring that routine maintenance and necessary repairs are completed on their assigned vehicles in a timely manner. All costs for authorized maintenance and repairs are the responsibility of the Town, and employees must follow established finance and procurement procedures when arranging for such services. Failure to ensure proper maintenance may result in disciplinary action or loss of the vehicle assignment.

D. Personal Vehicles

- (1)** When a Town vehicle is not available for use, an employee may use their personal vehicle to conduct Town business.
- (2)** The Town Manager may authorize a vehicle allowance for specific positions that regularly use their personal vehicles to conduct Town business. For personal vehicle use beyond 50 miles from Town Hall, other than commuting to and from work, employees receiving a vehicle allowance may request mileage reimbursement in accordance with the Travel Policy.
- (3)** Employees not receiving a vehicle allowance may request mileage reimbursement in accordance with the Travel Policy.
- (4)** Employees who use their personal vehicles for Town business must maintain at least the minimum auto insurance coverage required by state law.
- (5)** The Department of Human Resources may conduct annual insurance audits for any employee receiving a vehicle allowance or using a personal vehicle for Town business.

6. ELECTRONIC COMMUNICATIONS SYSTEMS

A. Scope of Systems

Electronic communication systems include tools and services used to transmit or store information electronically, such as internet access, email, phones, voicemail, fax machines, mobile devices, computers, networks, directories, and digital files.

B. No Expectation of Privacy

Employees should not expect privacy when using Town systems. All data created, sent, or received using Town systems is the property of the Town and may be accessed or monitored at any time, regardless of security features (e.g., passwords or restricted access folders).

C. Purpose and Limited Personal Use

Town systems are provided to support efficient service delivery and communication. Limited personal use is permitted, provided it does not interfere with Town operations and complies with all Town policies. Department Directors will determine specific access levels and acceptable use in their departments.

D. Prohibited Use

Use of Town electronic systems for the following is strictly prohibited:

- (1)** Illegal, fraudulent, or malicious activity
- (2)** Sending, receiving, or storing offensive, obscene, or discriminatory content

- (3) Unauthorized access to computer systems or secured data
- (4) Sharing or using others' login credentials
- (5) Creating chain letters, personal solicitations, or non-business promotions
- (6) Activities supporting outside employment or personal financial gain
- (7) Political campaigning or advocacy
- (8) Gambling or gaming for money or stakes
- (9) Unauthorized streaming or use of high-bandwidth applications
- (10) Tampering with or modifying Town-owned devices or software without approval

E. Software and Security Compliance

Only software approved by the Town may be installed on Town devices. All installations must be performed by the Information Technology Contractor and properly licensed.

- (1) Employees may not use unauthorized, expired, or personally owned software without written approval.
- (2) Software licenses are tracked by IT and shall be timely communicated to IT prior to purchase to verify and track system and installation requirements.
- (3) Employees must not disable antivirus or security software and must scan all removable media before use.

F. Monitoring and Oversight

The Town may monitor system usage to:

- (1) Prevent unlawful discrimination or harassment
- (2) Enforce content standards and security protocols
- (3) Ensure responsible resource use
- (4) Investigate complaints or misuse
- (5) Any other business purpose necessary to ensure proper use, safety, and security of the Town's electronic communication system.

G. Records Management

Electronic communications are considered public records under the Texas Public Information Act. Employees must manage emails and digital files in accordance with the Town's local records retention schedules.

H. Copyright Compliance

Employees must follow all applicable copyright laws. When in doubt about the copyright status of any material, written permission must be obtained from the copyright holder prior to use.

I. Town-Issued Phones

- (1) Department Directors may assign cellular phones to employees based on operational needs. Phones may be designated for general use or issued as take-home devices.

- (2) The Finance Department is responsible for managing contracts and support for Town-issued phones, maintaining an up-to-date directory of employee numbers, verifying active service, and ensuring appropriate budgeting. All purchases and service arrangements must meet Town standards and be coordinated through the Finance Department.
- (3) Employees issued Town phones must reimburse the Town for any usage, charges, or fees that exceed their monthly allowance within 30 days of billing, regardless of whether the use was personal or business-related. Unauthorized charges are the sole responsibility of the employee.
- (4) Lost or stolen phones must be reported immediately to both the Department Director and the Finance Department.
- (5) Employees may be required to reimburse the Town for damage or loss due to negligence.

J. Personal Cell Phones

- (1) At the Town Manager's discretion, employees who are not issued a Town phone may receive a monthly allowance, as established by the Town Manager, when their personal phone is needed to conduct Town business on a regular basis.
- (2) Employees receiving this allowance are responsible for maintaining a working phone and any necessary accessories for business use.
- (3) Employees receiving a cell phone allowance must provide their current phone number to their department.
- (4) Employees may need to install security enhancing applications for the Town's network (eg. Microsoft authenticator or applications) for Town business at the direction of IT.

7. FACILITY ACCESS

A. Employee Identification and Access Card Program

The Employee Identification and Access Card Program promotes a secure workplace by ensuring that employees are easily identifiable and that authorized personnel have appropriate access to Town facilities.

- B.** The Community Development Department manages facility access system and issues all ID Cards.

C. Card Issuance

- (1)** All full-time, part-time, and select seasonal employees and volunteers will receive a photo identification/access card (ID Card).
- (2)** Department Directors must submit a Facility Access Request Form to the Community Development Department indicating the necessary access level for each employee.

D. ID Card Use

- (1)** ID Cards are for official Town-business use only.
- (2)** ID Cards are non-transferable. Employees may not loan their ID Card to others or prop open security doors to allow access to unauthorized individuals.
- (3)** Employees are responsible for ensuring the information on their ID Card is accurate.
- (4)** While on duty or in Town facilities, employees must visibly display their ID Card or keep it readily accessible for verification.
- (5)** Lost or stolen ID Cards must be reported immediately to the Community Development Department for deactivation.

E. Facility Keys

- (1)** The Community Development Department is responsible for maintaining, issuing, and securing all facility keys. A record of all issued keys will be maintained for security and accountability purposes.
- (2)** Department Directors may request keys for employees by submitting a Facility Access Request Form to the Community Development Department. Requests must specify the purpose and level of access required.
- (3)** Employees issued Town facility keys are responsible for their safekeeping and must not duplicate, lend, or share keys with any other individual. Keys may only be used for official Town business.
- (4)** Lost or stolen keys must be reported immediately to the Community Development Department.

F. Replacement and Return

- (1)** ID Cards and Keys remain the property of the Town and must be returned upon transfer, reassignment, or termination of employment.
- (2)** Depending on the circumstances, the employee may be held responsible for the cost of rekeying affected areas.

G. Misuse and Unauthorized Use

Misuse or unauthorized possession, duplication, or use of Town facility ID Cards or Keys may result in disciplinary action, up to and including termination.

DEFINITIONS

Computing Resources

Includes all hardware, software, networks, internet access, servers, data storage systems, and other electronic tools provided by the Town for conducting official business.

Employee Identification/Access Card (ID Card)

A photo identification badge issued by the Town that also functions as an access control device for entry to Town facilities.

General Fleet Vehicle

A Town-owned vehicle assigned to a department for official business use that is not designated as a Take-Home or On-Call Vehicle.

Information Technology (IT) Contractor

An external service provider authorized by the Town to manage, support, and maintain computing resources, including software installations and network security.

Mobile Devices

Portable electronic devices issued or authorized by the Town, including smartphones, tablets, and laptops, used to access Town systems or perform work-related functions.

On-Call Vehicle

A general fleet vehicle temporarily assigned for use by employees with emergency response duties outside of regular working hours. Use includes Town business and commuting with prior written approval.

Records Retention Schedule

A policy document outlining how long specific types of records, including electronic communications, must be maintained and when they may be disposed of in compliance with legal and operational requirements.

Take-Home Vehicle

A Town-owned vehicle permanently assigned to an employee whose role requires emergency response or after-hours availability. Commuting and limited personal use are permitted only with written authorization.

Town-Issued Phone

A mobile phone provided by the Town to an employee based on operational needs. Use must comply with Town policies and may be subject to monitoring and reimbursement requirements.

Town Property

All physical and digital assets owned, leased, or controlled by the Town, including vehicles, equipment, furniture, tools, communication systems, and computing resources.

Unauthorized Use

Any use of Town property, equipment, or systems that has not been approved by a Department Director or the Town Manager, or that violates Town policy.

PROCEDURES AND FORMS

- Facility Access Request Form

REGULATORY REFERENCES

- Computer Fraud and Abuse Act (18 U.S.C. § 1030)
- Electronic Communications Privacy Act (ECPA), 18 U.S.C. § 2510 et seq.
- Fair Labor Standards Act (FLSA)
- Federal Copyright Act (Title 17, U.S. Code)
- Texas Local Government Records Act (Texas Local Government Code, Chapters 201–205)
- Texas Penal Code § 39.02 – Abuse of Official Capacity
- Texas Public Information Act (Texas Government Code, Chapter 552)
- Texas Transportation Code – Vehicle Use and Licensing
- Town Information Technology and Security Policies
- Town Records Retention Schedule
- Town Travel Policy

SUPERSEDES

Human Resources Policy and Procedure Manual
Section: 108 – Use of Town Property and Equipment



TRAVEL & TRAINING POLICY

Town Council Policy	
Policy Number	TM-300
Implementation Date:	DRAFT
Last Revised Date:	
Policy Contact:	Director of Finance
Resolution Number:	
This policy requires Town Council approval.	

1. Statement of Purpose

The Town of Trophy Club recognizes that continuous learning, professional development, and knowledge-sharing are essential to delivering effective public services. The purpose of this Travel & Training Policy is to establish guidelines and procedures for travel undertaken by municipal employees, officials, and authorized representatives conducting official business on behalf of the Town. It ensures accountability, fiscal responsibility, and compliance with all applicable laws and regulations.

2. Policy

This policy applies to all Town of Trophy Club employees and elected officials (herein collectively referred to as employees) participating in any travel or training activity on behalf of the Town, whether local, statewide, or national. All travel must be pre-approved and conducted in a manner that is necessary and cost-effective.

3. General Provisions

- A. All travel requires advance approval by the Department Director or designee.
- B. All travel and business expenses shall be processed using the procedures established by the Finance Department.
- C. Employees are responsible for reporting any misuse or abuse of travel funds to the appropriate management.
- D. Employees are prohibited from using personal funds (cash, check, or credit/debit card) to purchase airline tickets or cover registration expenses for another employee.
- E. Employees traveling on behalf of the Town must use services and accommodation appropriate for official business. They are expected to travel in reasonable comfort while exercising sound judgment to differentiate between necessity and extravagance.
- F. All travel-related expenses, except for meals covered by a per diem, must be supported by original receipts whenever possible, along with appropriate

documentation. If a receipt is unavailable, the employee must provide a signed and dated declaration of the expense.

- G. Tips or gratuities shall not exceed 20% of the subtotal.
- H. All travel must receive written pre-approval from the Department Director or designated authority using the official **Travel Authorization Form**.
- I. Travelers must provide a justification for the trip, estimated costs, and expected benefits to the municipality.
- J. Travel expenses are only covered if budgeted, unless an exception is made by the Town Manager.
- K. Unauthorized travel will be at the employee's expense.
- L. Out-of-state travel is generally reserved for Department Directors and higher-level staff. Directors and above may proceed with out-of-state travel following standard departmental approval procedures.
- M. International travel must comply with this policy and will be reimbursed only with prior written approval from the Town Manager.

4. Reimbursable/Non-Reimbursable Expenses

The following expenses are eligible for reimbursement, provided they meet the standard criteria of reasonableness and appropriateness.

A. Conference or registration fees.

B. Reimbursable expenses include:

(1) Transportation

Employees should use municipal vehicles when available, or the most economical means of transportation.

a. Airfare

The Town will cover coach or economy class airfare or the cheapest fare available with documentation. Fees for one checked bag are reimbursable, with additional baggage fees requiring Director approval. When possible, air travel should be planned far enough in advance to take advantage of reduced fares. Private air carriers and charters are not reimbursable unless approved by the Town Manager, with documented cost savings or schedule requirements.

b. Vehicle Rental

The vehicle size should align with the number of passengers and luggage. If the employee elects to drive, and the distance is more than 250 miles one-way, the employee must request a car rental as the mode of transportation, unless the employee elects to fly. If the employee chooses to take his/her own vehicle, the Town will reimburse the employee for fuel receipts only.

c. Taxi/Ride Share

- Taxi and Ride Share services are reimbursable with receipt. The vehicle size should align with the number of passengers and luggage. Taxes and tips (not to exceed 20%) are eligible for reimbursement.
- Ride Share companies are acceptable for transportation to and from the airport. Parking at the airport may be approved for reimbursement at the Director's discretion.

d. Personal Vehicle

- If using a personal vehicle, and the travel is less than 250 miles one-way, mileage will be reimbursed at the prevailing IRS rate. A map must be submitted showing starting and ending points with the most direct route utilized for calculating the reimbursement amount.
- Employees may use a Town vehicle if available. Employees operating a Town vehicle must hold a valid driver's license. A current copy must be on file with Human Resources prior to vehicle assignment.
- The reimbursement amount for personal vehicle use to the airport is calculated from the employee's assigned Town facility.
- Employees receiving a car allowance will not be reimbursed for travel less than 50 miles (one-way) of their assigned Town facility. Employees assigned a take-home vehicle will not receive mileage reimbursement.
- Mileage reimbursement applies to both local and out-of-town travel, with rates outlined in the **Local Mileage Reimbursement Form, Travel Authorization Form, and Travel Expense Report Form**.
- Point of Departure and Home Area Definition:
 - Reimbursement defaults to Town Hall or the employee's assigned report to facility as the origin.
 - Determination of travel mode based on distance:
 - If travel is less than 250 Miles (One-Way): Use of Town vehicles, department vehicles, personal vehicles, or approved rentals is standard. Air travel may be approved at the Director's discretion.
 - If travel is greater than 250 Miles (One-Way): Air travel is generally required unless an alternative mode is approved by the Department Director. Lodging during transit is not reimbursable.

e. Toll Expenses

Toll expenses incurred during approved Town travel will be reimbursed when they are reasonable, necessary, and supported by a receipt or toll statement. However, if a more cost-effective route is available that does not significantly

increase travel time, employees are expected to use the more economical option.

(2) Lodging

- a. Lodging expenses will be reimbursed at the lowest available rate (including flexible cancellation options) for appropriate hotels, motels, or other accommodation (excluding short-term apartments or rental houses unless pre-approved by the Town Manager).
 - b. If lodging is needed for travel less than 50 miles from the employee's assigned Town facility, approval will be at the Town Manager's discretion.
 - c. Late check-outs may be reimbursed were appropriate due to the event schedule.
 - d. The Town will pay for a single occupancy room, unless employees share a room. If the room rate exceeds the single rate due to sharing with a non-Town employee, the employee will be responsible for paying the difference.
 - e. Departure and return guidelines for approved lodging prior to an event or after an event:
 - If the employee would be required to depart prior to 8:00 am, the Town will typically cover the cost of lodging the night before the event.
 - If the employee would be required to return after 10:00 pm, the Town will typically cover the cost of lodging the night the event ends.
 - In no case shall lodging be authorized beyond the night before the event and/or the night the event ends.
 - Exceptions require Department Director or Town Manager approval.
- *The Town is not exempt from Hotel Occupancy Tax, but employees should request government or conference rates when booking, if available.

(3) Meals

- a. Meals and Incidental Expenses (M&IE) will be paid on a per diem basis for travel requiring an overnight stay.
- b. If an event requires the employee to travel outside of the Town and meets during lunch, and lunch is not provided, per diem for that lunch may be reimbursed at the Directors discretion.
- c. The daily per diem allowance will be the rate established by the Government Services Administration (GSA) schedule or Department of State rate for international travel.
- d. The per diem rate will be based on the type (i.e. breakfast, lunch, dinner) and the location of the meal, and departure and return times.
- e. Per diem is not authorized for any meal provided by the host of the seminar/conference/class or hotel (such as complimentary breakfast).

- f. Per diem will be paid through the employee's regular paycheck, either before or after travel, upon submission of a completed Travel Per Diem Request Form.
- g. A Reasonable Accommodation may be made for any employee with a disability. Employees requesting a Reasonable Accommodation must request it through the Human Resource Department prior to travel.
- h. The Town will not pay for meals for non-employees without prior Town Manager approval.
- i. In order to be reimbursed for the cost of meals, travel must begin or end as shown in the following schedule:

Meals	Departure on Initial Day of Travel	Return on Final Day of Travel
Breakfast	Before 7:00 a.m.	After 10:00 a.m.
Lunch	Before 11:00 a.m.	After 2:00 p.m.
Dinner	Before 4:00 p.m.	After 7:00 p.m.

(4) Parking

- a. The Town will reimburse for airport parking, hotels involving an overnight stay, conference parking, and other reasonable business-related parking.

(5) Incidentals

- a. The incidental per diem covers fees and tips given to porters, baggage carriers, bellhops, hotel staff, and staff on ships, while meal rates cover the actual cost of meals, including gratuities. These items will not be reimbursed beyond the per diem amount.

C. Non-reimbursable expenses

The Town will not reimburse the following expenses during an employee's travel. Any exception must be pre-approved by the Town Manager.

- (1) Alcoholic beverages,
- (2) Personal entertainment, such as movies or sightseeing,
- (3) Unauthorized room service charges,
- (4) Fines, traffic tickets, or penalties during travel,
- (5) Laundry/dry cleaning; exception for Public Safety Class A/B uniforms required to be worn during active duty travel.
- (6) Shoe shining,
- (7) Haircuts,
- (8) Magazines and Books,
- (9) In-Room Movies,
- (10) Tours,
- (11) Limousines,

- (12) Valet Parking if standard parking is available,
- (13) Spouse or other family expenses, and
- (14) Any extracurricular conference outings or events, such as golf, entertainment venues, concerts, etc.
- (15) All other expenses reasonably determined to be personal expenses or of personal benefit or entertainment to the employee.

5. Travel Outside Normal Workday

For non-exempt employees, compensation for travel outside an employee's normal working hours (e.g., Saturday, Sunday, evenings) will be determined in accordance with Town policy and the Fair Labor Standards Act (FLSA). A Director may provide an adjusted schedule for that week to accommodate travel outside of normal working hours within the employees' normal assigned work week.

6. International Travel

The Town will not provide reimbursement for securing passports and/or visas.

7. Recruiting/Relocation Expenses

- A.** Applicants for Town employment are generally responsible for their own interviewing and relocation expenses. However, for regional or national recruitment efforts, applicants may be reimbursed for certain direct, out-of-pocket expenses, particularly travel or relocation costs from out-of-state, with prior approval from the Town Manager.
- B.** Department Directors must submit a justification for reimbursement, including the estimated cost and funding source, before scheduling an interview or making a job offer.
- C.** If authorized by the Town Manager, reimbursement for recruiting or relocation is limited to expenses in accordance with the Town's travel policy, and reasonable lodging costs for interviewing or seeking housing after employment acceptance. The same receipts and documentation required for employee travel reimbursement are also required for recruitment or relocation reimbursements.
- D.** The Department Director must submit a **Travel Expense Report Form** for the total expenses.

8. Business Meals

Business meals must have a work purpose. Employee's birthdays, first- or last-day on the job, retirements, holidays, and other personal meals are not considered to be business related. Directors have the authority to provide business meals when work is required over a meal period.

9. Ethical/Compliance Considerations

- A.** All travel expenditures must align with the Town's ethics policy and applicable state and federal laws.
- B.** Travelers must avoid conflicts of interest and ensure public funds are spent responsibly.
- C.** Any misuse of travel funds may result in disciplinary action up to and including termination, including reimbursement of unauthorized expenses.
- D.** Travel cannot be accepted when provided by vendors for attendance at specific trainings or conference events.

10. Policy Review/Updates

- A.** This policy will be reviewed annually by the Finance Department to ensure compliance with current laws and economic conditions.
 - B.** Updates or modifications must be approved by the Town Manager and municipal governing body.
-

Definitions

Business Meals

Meals consumed during official business meetings or when work continues through standard meal periods. Social gatherings are excluded unless work-related.

Car Allowance

A recurring stipend given to certain employees to cover personal vehicle use for Town-related duties. Mileage reimbursements may be limited for those receiving this allowance.

Coach Class / Economy Class

The most basic level of air travel seating, typically the least expensive.

Conflict of Interest

Any situation in which personal interests could improperly influence the performance of official duties or decisions involving Town funds.

GSA Rate (Government Services Administration Rate)

A standardized per diem rate set by the U.S. government for lodging, meals, and incidental expenses while traveling for business.

Incidental Expenses

Minor, necessary travel-related costs such as tips to bellhops or porters, covered under the per diem.

International Travel

Travel outside of the United States or any Territory of the United States. Requires prior written approval from the Town Manager.

Meal & Incidental Expenses (M&IE)

Per-diem allocation for meals and small personal expenses incurred during travel.

Mileage Reimbursement

Reimbursement for use of a personal vehicle for Town business, based on the IRS standard mileage rate and travel distance.

Out-of-State Travel

Travel that occurs outside the state of Texas. Generally limited to higher-level staff unless otherwise approved.

Per Diem

A daily allowance for meals and incidental expenses during overnight travel, based on federal or international rates.

Personal Funds

Cash, check, or personal credit/debit card owned by the employee. Not to be used for purchasing travel for others.

Point of Departure

The location from which an employee begins Town-authorized travel, typically their assigned facility or Town Hall.

Procurement Card

A credit card issued by the Town to employees for authorized purchases, including eligible travel expenses. Misuse is subject to disciplinary action up to and including termination.

Reasonable Accommodation

Modifications or adjustments provided to employees with disabilities to enable equal access to travel and work-related activities.

Receipt

A written or digital document confirming payment for goods or services, required for reimbursement (except per diem).

Ride Share

Transportation services provided by companies such as Uber or Lyft. These are reimbursable with proper documentation.

Short-Term Rental

Non-hotel accommodations such as apartments or houses, only reimbursable with prior approval by the Town Manager.

Single Occupancy Room

Hotel room reserved for one person, standard for Town-related travel. Any upgrade or sharing with a non-employee must be paid by the employee.

Take-Home Vehicle

A Town-owned vehicle assigned to an employee for official use, which may be driven to and from home.

Town Vehicle

A vehicle owned by the Town of Trophy Club for official business use by authorized employees.

Travel Mode

The method of transportation used for Town travel, including car, air, or public transport, chosen based on distance, cost, and necessity.

Unauthorized Travel

Any travel not approved in writing as outlined in this policy. Such travel is not eligible for reimbursement.

PROCEDURES

- Travel Procedure TM-300.01

FORMS

- Travel Authorization Form
- Per Diem Request Form
- Travel Expense Report Form

REGULATORY REFERENCES

- Americans with Disabilities Act (ADA)
- Fair Labor Standards Act (FLSA)
- General Services Administration (GSA) Per Diem Rates
- Internal Revenue Code (IRC) – Reimbursement & Taxable Benefits
- Texas Government Code – Ethics & Public Funds Use
- Texas Local Government Code – Municipal Employee Policies
- U.S. Department of State Foreign Per Diem Rates

SUPERSEDES

- Human Resources Policy and Procedure Manual
- Section: 107 – Training and Travel

Where this policy is silent or open to interpretation, the Town Manager’s interpretation is final.

TROPHY CLUB ARTIFICIAL INTELLIGENCE (AI) POLICY

Town Manager Policy	
Policy Number	Use Numbering Convention List
Implementation Date:	10/01/2025
Last Revised Date:	08/13/2025
Policy Contact:	Director of Communications & Marketing
Approved By:	This Policy requires Town Manager Approval

1. STATEMENT OF PURPOSE

This policy establishes standards for the responsible use of Artificial Intelligence (AI) systems and tools, including generative AI, by Town of Trophy Club employees, contractors, and vendors. It ensures that AI use aligns with the Town's values, ethical standards, legal obligations, and, most notably, the [Texas Responsible Artificial Intelligence Governance Act \(TRAIGA\)](#).

2. POLICY

A. Background

- (1) Artificial Intelligence (AI) technologies—especially generative AI tools like ChatGPT, Microsoft Copilot, and others—are increasingly used by governments to support communications, streamline workflows, and improve services. These tools use complex algorithms to produce text, images, and other content based on user prompts.

While AI tools present valuable opportunities for improving efficiency, they also pose risks related to accuracy, data privacy, misinformation, and potential bias. In response to these growing challenges, the State of Texas enacted the [Texas Responsible Artificial Intelligence Governance Act \(TRAIGA\)](#), effective January 1, 2026. This law requires governmental entities to use AI systems transparently, ethically, and in ways that do not infringe upon constitutional rights, misuse biometric data, or result in unlawful discrimination.

The Town of Trophy Club supports the responsible and ethical use of AI technologies while ensuring protections for residents, staff, and public trust. This policy helps guide Town staff and contractors in using AI tools with accountability and integrity. The intent of this policy is to ensure compliance with TRAIGA. Accordingly, TRAIGA shall supersede and preempt any conflict between this policy and TRAIGA.

B. Scope

This policy applies to:

- (1) All Town employees, departments, contractors, and vendors who access AI tools on the Town network or with Town data.
- (2) Any AI tools developed, deployed, or used in the delivery of Town services.

C. Guiding Principles (TRAIGA Compliance)

The Town will adhere to key provisions of the Texas Responsible Artificial Intelligence Governance Act, including:

- (1) Disclosing to individuals when they are interacting with an AI system.
- (2) Prohibiting use of AI to encourage harm, manipulate behavior, or infringe on constitutional rights.
- (3) Banning the use of biometric data without informed consent.
- (4) Preventing discrimination or unlawful bias in any AI-driven process or outcome.
- (5) Ensuring AI use is transparent, secure, and legally compliant.
- (6) Recognizing the *safe harbor protections* in TRAIGA: employees and contractors who, in good faith, identify or report potential misuse or abuse of AI tools are protected from retaliation.

D. Permitted Uses of AI

AI, with staff oversight, may be used for the following functions. The list of functions are not meant to be exhaustive, but provide general framework for AI involvement.

- (1) Drafting reports, communications, or outreach materials (with staff oversight).
- (2) Automating repetitive tasks to improve productivity.
- (3) Assisting with summarization or data analysis.
- (4) Supporting community engagement through enhanced responsiveness.

E. Prohibited Uses of AI

The following uses are strictly *prohibited*:

- (1) Inputting confidential, proprietary, or personally identifiable information.
- (2) Using AI-generated output as a sole basis for critical decisions (e.g., employment, law enforcement, public safety).
- (3) Engaging in any activity that could result in discriminatory, biased, or misleading outputs.
- (4) Gathering biometric data without proper consent.
- (5) Using AI for unauthorized surveillance or altering photos or videos in deceptive ways.
- (6) Using AI-generated images, videos, or other media to depict or represent actual people — including public figures, employees, or residents — without their consent, in ways that could mislead, defame, or misrepresent them.
- (7) Using AI for sexually explicit content, including, but not limited to, visual materials, deep fake videos, text-based conversations, and images prohibited by Texas Business and Commerce Code Section 552.057, and other applicable law.

F. Review and Accountability

- (1) All AI-generated content must be reviewed by the employee prior to public or operational use. If the content could be considered controversial, sensitive, or questionable in nature, the employee must consult with their supervisor and obtain explicit written approval before use or publication.

- (2) AI systems should never replace human judgment in policy, public safety, or legal matters.
- (3) If an employee believes that an AI tool is being misused or that its output may violate this policy or TRAIGA, that employee should immediately report the concern to the employee's supervisor or the Human Resources Department. Reports made in good faith are protected under the *safe harbor provisions of TRAIGA*.

G. Data Privacy and Security

- (1) Employees may not input private data or confidential information into AI tools.
- (2) AI use must follow all Town information security, records retention, and communications policies.
- (3) Any AI-generated material must be retained in accordance with the Town's records management practices.
- (4) If AI is used to draft or summarize Town documents, no private, confidential, or case-sensitive data may be shared with external AI systems unless the system is verified to meet Town data security standards.
- (5) Any AI-generated content that references private data or other sensitive topics must be reviewed and, if necessary, redacted prior to storage or release.

H. Training and Oversight

- (1) Annual training will be provided to staff who use AI tools in their roles. Training will be coordinated by the Human Resources Department in collaboration with the Communications & Marketing Department (or other relevant department) and may include in-person workshops, online modules, and written reference materials.
- (2) Departments may create supplemental guidelines, provided they are not in conflict with this policy or TRAIGA.
- (3) Policy violations may result in disciplinary action, up to and including immediate termination.

I. Policy Maintenance

- (1) This policy will be reviewed annually by an IT Governance Team, which will include the Town's Information Technology vendor (currently NetGenius), in coordination with the Town Manager's Office, Human Resources, and the Communications & Marketing Department, to ensure ongoing legal compliance and operational relevance.

DEFINITIONS

Artificial Intelligence System (AI): As defined by TRAIGA, any machine-based system that, for any explicit or implicit objective, infers from the inputs the system receives how to generate outputs, including content, decisions, predictions, or recommendations, that can influence physical or virtual environments.

Generative AI: A subset of AI that creates content such as text, images, audio, or video based on prompts (e.g., ChatGPT, DALL·E, Microsoft Copilot).

Biometric Data: Includes fingerprints, voiceprints, retina scans, or facial geometry; governed strictly under TRAIGA, and as further defined by Texas Business and Commerce Code Sec. 552.054, as amended.

Confidential Information: Any Town-related data not publicly disclosed, including employee records, legal documents, constituent data, and proprietary strategies, including, but not limited to, information defined as confidential under Texas Gov't Code Ch. 552.

Private Data: Any information that could identify or be linked to an individual, including but not limited to names, contact details, addresses, social security numbers, information related to "health care services", as defined by Texas Business and Commerce Code Sec. 552.051, as amended, which includes information protected under the Health Insurance Portability and Accountability Act ("HIPPA"), criminal justice data (except as authorized under TRAIGA and Criminal Justice Information Services (CJIS) security policies), or any other personal information protected by law or considered sensitive by the Town.

PROCEDURES AND FORMS

N/A

REGULATORY REFERENCES

[Texas Responsible Artificial Intelligence Governance Act \(TRAIGA\)](#) – including safe harbor protections for individuals who report potential misuse or abuse.



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the 2026 Town Council Meeting Calendar. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY:

Per the Town Charter, the Town Council shall hold at least two (2) regular meetings per month for a minimum of seven (7) months each year, and at least one (1) regular meeting during each of the remaining five (5) months, for a total of no fewer than nineteen (19) regular meetings annually. The Town Council may hold additional meetings as necessary for the transaction of Town business. All regular meetings shall be held at the Municipal Building or at such other locations within Town limits that accommodate public attendance.

The proposed schedule includes two (2) regular meetings in February, April, May, July, August, September, and October, and one (1) regular meeting in January, March, June, November, and December. Town Council Retreats are scheduled for January 22–23 and July 16–17.

Please note that the May meetings are proposed for Wednesday, May 13, due to the canvassing of the May 2, 2026, General Election, and Tuesday, May 26, due to the Memorial Day holiday.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 2026 Town Council Meeting Calendar

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the 2026 Town Council Meeting Calendar.

Town of Trophy Club

DRAFT 2026 Town Council Meeting Schedule

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2026						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2026						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2026						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

 Regular Meetings	 Council Retreat	 Town Offices Closed-Holiday	 Agenda Posting Day
 NISD Spring Break	 Work Session to	 Town Office Close 1/2 Day	 Directors Retreat (proposed, subject to change)



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

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

AGENDA ITEM: Consider acceptance of the small area plan for The Grove at TC. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

In 2024, the Town Council approved six business plan goals for FY 2025. Under the Support Business focus area, one objective was to redevelop and create successful business areas that foster a unique sense of place. The initiative for this objective is to continue implementing redevelopment strategies and design themes along the SH 114 corridor and other key commercial areas.

To advance this Council business goal, the Town issued a Request for Proposals (RFP) on March 25, 2024, seeking a comprehensive small area plan for properties adjacent to the State Highway 114 frontage road and Trophy Wood Drive. The purpose of the plan is to redefine property layout with a focus on several priorities, including enhancing economic resilience, fostering service-based employment, improving quality of life, promoting sustainability, enhancing pedestrian safety and walkability, facilitating future development, and addressing area parking needs. McAdams was selected as the most qualified firm to partner with the Town of Trophy Club.

The small area plan project officially began on July 8, 2024. McAdams divided the process into five phases: Explore, Evaluate, Envision, Enact, and Execute. The Explore phase included project programming, the kickoff meeting, and stakeholder engagement. During this phase, the Town and McAdams conducted interviews with nine businesses in the study area to gather insights on both challenges and positive attributes. The Evaluate phase involved inventory, analysis, and a market study of the area, conducted with assistance from third-party consultant Catalyst.

In November 2024, the Town and McAdams initiated the Envision phase, which included a community-wide online survey to gather feedback from residents. The goal was to collect meaningful input from as many residents as possible by providing an accessible online platform for those unable to attend the open house but still wishing to share their perspectives. The survey was promoted through Town-wide communications to maximize visibility and participation. Over a four-week period, 595 responses were received, resulting in a 4.15% response rate.

On February 13, McAdams presented two concept plan variations to the EDC Board to obtain initial feedback. The concepts were then shared with the Town Council on February 24, at which time McAdams was asked to return for a follow-up work session to allow further

discussion. In response, a joint meeting with the Town Council and EDC was held, during which McAdams presented a revised version incorporating the EDC's feedback. The presentation addressed key topics including programming, feasibility, project phasing, the TIRZ funding mechanism, and a comprehensive analysis of advantages and disadvantages.

The Town is currently in the latter half of the Enact phase. The EDC approved the final plan on July 23. In August, the Town Council voted to table final acceptance, after which a joint work session with the EDC was scheduled and held on September 22. That session resulted in final edits to the small area plan prepared by McAdams.

Summary of Final Edits:

- References to residential development within mixed-use projects should specify *owner-occupied units only*.
- References to green space should emphasize thoughtful integration into commercial development opportunities and be consistently reflected throughout the document.
- A message to readers and developers should be included at the beginning of the plan.

McAdams has incorporated these revisions into the small area plan for *The Grove at TC*, and Town staff now recommends that the Town Council accept the finalized plan.

BOARD REVIEW/CITIZEN FEEDBACK: The EDC Board reviewed and provided feedback on the final document on May 22, which was incorporated into the completed plan. On July 23, the EDC Board unanimously approved the small area plan for The Grove at TC. The Board also participated in the joint work session with the Town Council on September 22, and its feedback is reflected in the final version presented for consideration.

FISCAL IMPACT:

Funding for the small area plan project is provided through the Economic Development Corporation Fund. The original contract with McAdams was approved in the amount of \$89,437. On March 6, 2025, a change order was approved in the amount of \$3,563 for additional services, including the creation of two (2) preliminary concept plans, the addition of an alternate to preliminary concept number two, and additional meetings with the EDC and Town Council. The total contract cost with McAdams is now \$93,000.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Presentation
2. The Grove at TC

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the small area plan for The Grove at TC.



The Grove at TC

October 27, 2025

Final Edits



THE GROVE AT TC

Small Area Plan

Final Edits

- Referenced residential to include owner occupied.
- Message to readers/developers.
- Council photo changed.
- Edited references to green space to be thoughtfully integrated into development. (Reflected throughout the document)

Final Edits



ACKNOWLEDGEMENTS

Town of Trophy Club

Town Council

Jeannette Tiffany - Mayor
Rhylan Rowe - Mayor Pro Tem
Steve Flynn - Council Member
Stacey Bauer - Council Member
Jeff Beach - Council Member
Dennis Sheridan - Council Member
Garry Ash - Council Member

Economic Development Corporation

Teri Addington - EDC President
Allan Pedersen - EDC Vice President
Joe Longo - EDC Member
James Calaway - EDC Member
Greg Brothers Fox - EDC Member
Garrett Wallace - EDC Member
Scott Hinshaw - EDC Member

Consultant Team

McAdams - Planning & Design Lead
Jameson Finson - Director
Randi Rivera - Director
Marisa Brewer - Planner
Allison Holbrooks - Graphic Designer
Catalyst Commercial
Cheri Brasham - Coordinator

single-family dwellings. Often, urban flats can be misunderstood without explaining how they could be integrated into an area thoughtfully and minimizing impact on the community. During the open house, further discussion occurred regarding urban flats, and those residents seemed to support the product type as long as it was market-driven and owner occupied to fit within the area.

Executive Summary

ii

Message For Readers

This Small Area Plan is intended to provide a guiding framework that balances vision with flexibility. It includes enough detail to initiate planning and investment, while allowing the private sector to determine how best to apply and implement the concepts.

Stakeholder perspectives have shaped this plan, and readers should be aware of the following guiding limits:

- › References to residential uses in mixed-use developments are limited to owner-occupied housing only.
- › References to green space are intended to reflect areas that are thoughtfully integrated into commercial development opportunities, with a focus on activating spaces and supporting vibrancy rather than creating large stand-alone open areas.
- › The plan avoids prescriptive site layouts, recognizing that flexibility is critical for the private sector.

This approach seeks to establish a foundation that promotes vibrancy, supports economic development, and provides clear direction while respecting private investment decisions.

Final Edits

Key Themes

Three themes emerged from the robust community engagement:



Community Space

Provide a chance for people to socialize, form friendships, and discover common

Feedback from Residents

1. Integrate open space thoughtfully into the commercial development opportunities.
2. Create a space for entertainment opportunities and regularly host community events.



Connectivity

Enhance interconnected public realms through integrated multi-modal transportation, walkable pathways, and efficient mobility networks.

Feedback from Residents

1. Look at incorporating golf cart paths, bike lanes, and trails.
2. Design for walkability by widening sidewalks, safe crosswalk paths, and providing street trees.



Thriving Businesses

Create a dynamic and well-connected area where a diverse range of businesses element. The Grove at TC can foster a vibrant, inclusive, and resilient environment that reflects Tropic City's values and supports long-term sustainability.



Options: With the restructure of the HG Sply Co the breezeway focuses only on pedestrian & golf cart access.



Options: Green space is focused more on restaurant & retail block.



Options: Green space shifts across the street to be below Town Hall steps.



Objective

- Incorporates a prominent anchor to activate the space and strengthens the sense of Town identity.
- Open Space should be thoughtfully integrated into commercial development opportunities.

Guiding Principles

The purpose of guiding principles is to provide a clear, foundational framework that directs decision making, behavior, and strategy across an organization, project, or community. The following guiding principles were identified by Town leadership.



A Welcoming & Vibrant Hub



Enhanced Connectivity & Accessibility



Thoughtful & Integrated Development

Manages SH 114 frontage to enhance accessibility & visibility.

Optimizes pedestrian & golf friendly infrastructure to enhance connectivity both within The Grove & the surrounding neighborhoods.

Implements appropriate vertical mixed-use development where open space is thoughtfully integrated, infrastructure is coordinated & parking areas are strategically planned

Provides a strong branding theme that is cohesive between proposed & existing properties.

2. Community Needs

Through community engagement, residents shared their priorities and concerns, which directly informed the preferred plan and shaped these implementation recommendations. To achieve sustainable growth and maintain a high-quality place that residents will embrace, their feedback must remain central to every implementation decision.

- How will this project have an overall impact on the community?
- Does it address any of the concerns or needs, raised through the community feedback of this small area plan?
- Does this plan integrate open space in a thoughtful away?

3. Economic Advancement

Questions





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



THE GROVE AT TC

Small Area Plan





★ Figure 1.1 Site Location

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	What is in the Plan?
	The Grove at TC Development Plan
	Implementation & Action Plan

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	Community Demographics
	Market Analysis Summary
	Description of the Area

03	Community Outreach
	Area Identity & Vision Statement
	Guiding Principles
	Engagement Plan & Process

04	The Grove at TC
	The Grove at TC
	Process Steps
	Market Analysis
	Final Development Plan
	Pedestrian Plan
	Vehicular Plan
	Open Space Plan

05	Implementation & Action Plan
	Implementation Guidelines
	Implementation & Action Plan

06	Appendix
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ACKNOWLEDGEMENTS

Town of Trophy Club

Town Council

- Jeannette Tiffany - Mayor
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- Steve Flynn - Council Member
- Stacey Bauer - Council Member
- Jeff Beach - Council Member
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- Joe Longo - EDC Member
- James Calaway - EDC Member
- Greg Brothers Fox - EDC Member
- Garrett Wallace - EDC Member
- Scott Hinshaw - EDC Member

Consultant Team

McAdams - Planning & Design Lead

- Jameson Pinson - Director
- Randi Rivera - Director
- Marisa Brewer - Planner
- Allison Holbrooks - Graphic Designer

Catalyst Commercial

- Chris Branham - Consultant

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This approach seeks to establish a foundation that promotes vibrancy, supports economic development, and provides clear direction while respecting private investment decisions.

EXECUTIVE SUMMARY

What is a Small Area Plan?

Small Area Plans serve as strategic tool that offers detailed guidance on the future development and character of a specific part of a Town or City. By focusing on a defined geographic area, these plans outline tailored goals, policies, and design principles that reflect the unique needs and opportunities of the community. They help shape land use, transportation, infrastructure, public spaces, and zoning regulations in a coordinated manner. As a road map, Small Area Plans empower residents, business owners, and local governments to work collaboratively toward a shared vision, supporting targeted investments and informed decision-making that enhance the area's livability, economic vitality, and identity.¹

For Trophy Club, this Small Area Plan will serve as a guide to help make important decisions about how to invest in the community and improve the overall area. Property owners can use the plan when considering upgrades or changes to their land, while businesses can look to the plan to understand the long-term vision for the area. Town staff, Town Council, Planning and Zoning, and other advisory boards will reference the plan when reviewing development proposals to ensure that new projects align with the community's goals and maintain the integrity of the vision.

Location of a Small Area Plan

The subject site encompasses approximately 54 acres of land at the south gateway into Trophy Club from SH 114, situated between Trophy Wood Dr. The site has about 4,000 linear feet of frontage along SH 114 and currently encompasses fifteen tracts of land, two of which are owned by the Economic Development Corporation (EDC).

¹ Daniel Burnham and APA Staff, "The Role of the Comprehensive Plan," Planning, March 2016, <https://www.planning.org/planning/2016/mar/role/>.

Three Primary Ways the Plan is Used by Local Officials

Guide Development Decisions

Local Officials can use the plan to evaluate zoning, site plans, and development proposals to ensure conformance with the Town's goals and vision.

Prioritize Funding

The plan can help identify and prioritize infrastructure improvements and allow officials to allocate resources strategically.

Support Policy & Regulations Updates

When updating the zoning ordinances or design guidelines, officials can refer to the plan to ensure that the updates align with the area's desired character.



★ Town Monument Sign



★ Figure 1.1: Site Location

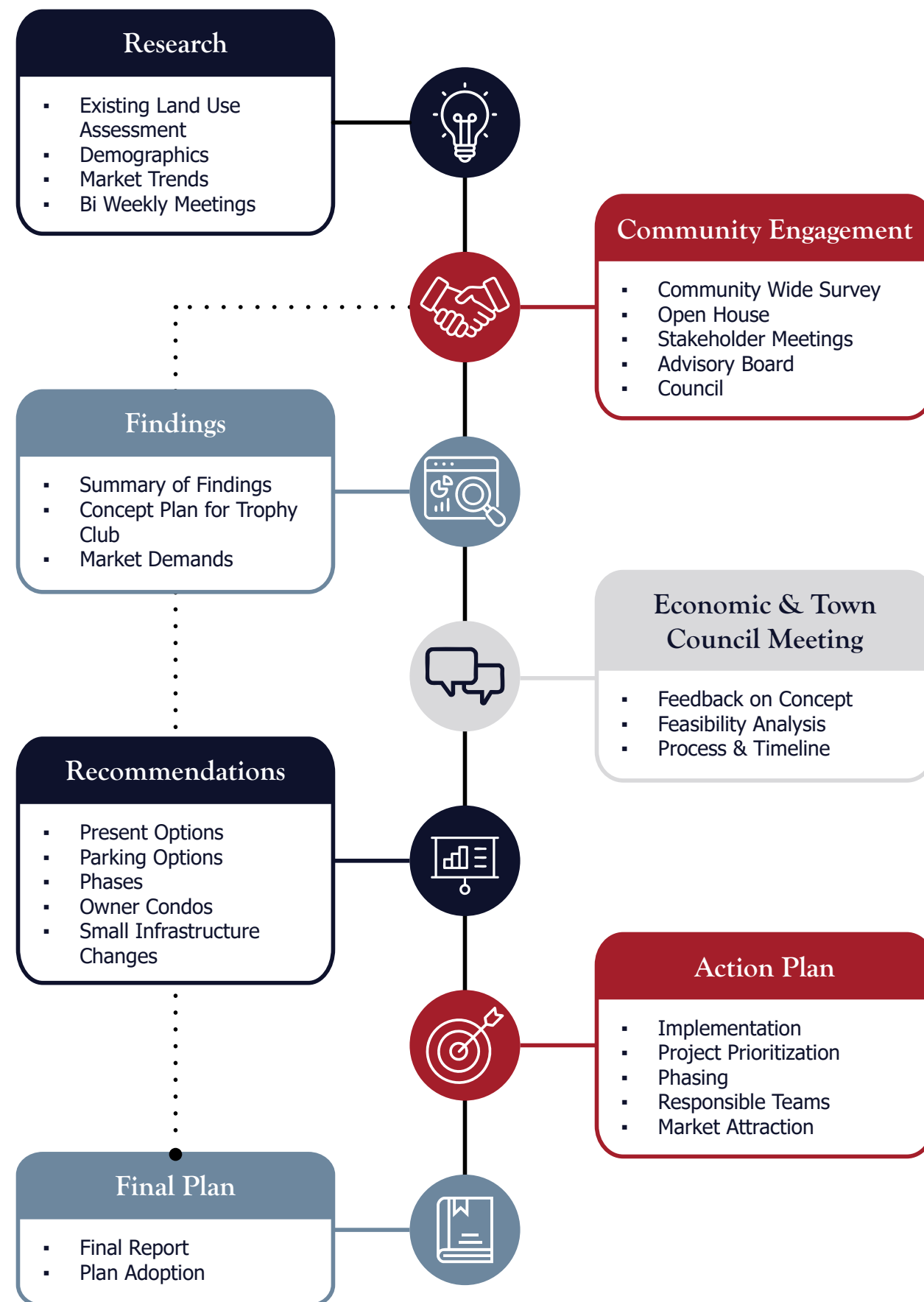
What is in the Plan?

The plan is structured to reflect the comprehensive project process, providing a clear and logical path for the reader to follow. It begins by outlining the existing conditions, which provides an in-depth analysis of the area offering important context about the current land use, infrastructure, transportation, and other key factors. Following this, the plan presents the vision statement and guiding principles which serve as the foundation for all planning efforts. Community engagement techniques are also detailed, highlighting the various ways in which residents, business owners, and stakeholders

contributed their input to shape the plan. The heart of the plan is the development plan, which sets forth the proposed land use strategies, design concepts, and development goals. Finally, the plan outlines specific implementation ideas, including policy recommendations, infrastructure priorities, and potential partnerships to bring the vision to life. The structure mirrors the step-by-step process undertaken during the project, as illustrated in Figure 1.2, helping readers understand how each phase informed the next and how the plan evolved into a comprehensive, actionable strategy.

Site & Community Characteristics	Existing Conditions provide the foundation for informed and effective planning. It sets the baseline to help ensure that future development or improvements are realistic, addresses needs, and builds on what already works well.
Visioning Process	The visioning process introduces the vision statement and guiding principles, which establish the overarching goals and core values for both the Town and this area plan.
Community Engagement	Community Engagement allows residents to provide feedback and participate in creating the vision for this plan.
The Grove at TC Development Plan	The planned area map and design principles.
Implementation & Action Plan	Action Items that will help implement the vision.

★ Figure 1.2: Plan Structure



★ Figure 1.3: Project Process

Vision Statement & Guiding Principles

The vision statement and guiding principles below were created by Town leadership and acted as the foundation throughout the entire planning process. As the area is developed, these principles and vision statement should be incorporated into every approved plan.

The Grove at TC is a welcoming and vibrant hub where residents and visitors come together to enjoy Trophy Club’s prosperity.



A Welcoming & Vibrant Hub



Enhanced Connectivity & Accessibility



Thoughtful & Integrated Development



A Signature Public Amenity & Community Gathering Space



Maximized Economic Impact & Branding

Community Engagement Feedback

Over a month-long period, input was gathered through stakeholder meetings, an online survey, and a public open house. The team identified a set of questions and used them to create survey boards and interview questions to obtain valuable input.

The feedback, analyzed by the design team and advisory board, revealed three key community priorities. First, residents emphasized the need for improved connectivity, citing poor pedestrian access and disjointed land use that make the area difficult to navigate. Second, there was a strong desire for community gathering spaces where families can spend time together and neighbors can connect through shared activities. Lastly, residents expressed interest in expanding local dining and retail options, noting a preference to shop and dine within Trophy Club rather than traveling to nearby towns/cities.

What We Heard

Property & Business Owners

- Improve Circulation & Connectivity
- Community Gathering Spaces
- Dining & Outdoor Seating

What We Heard

Community-Wide Online Survey

- Prioritize Market Demand
- Ideal Location & Access
- Thoughtful & Integrated Development
- Improve Circulation & Connectivity
- Community Gathering Spaces
- Dining & Outdoor seating

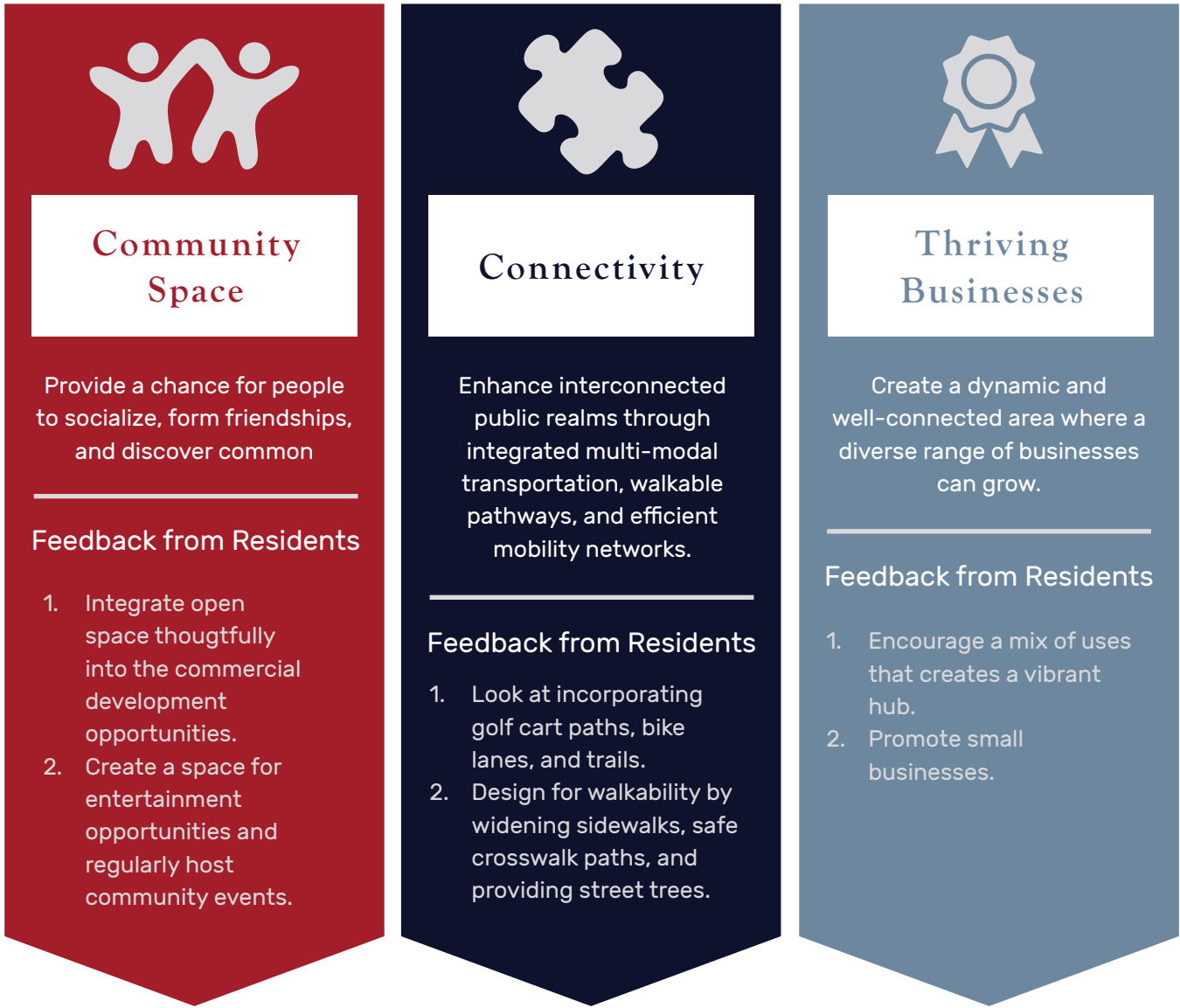
What We Heard

Open House

- Improve Circulation & Connectivity
- Strong Hospitality & Dining
- Ideal Location
- Community Gathering Spaces
- Support 55+ Housing

Key Themes

Three themes emerged from the robust community engagement:



The Grove at TC Development Plan

Over the course of four months, the design team collaborated closely with Town staff, the Economic Development Corporation, and the Town Council to finalize the plan for The Grove at TC. The resulting plan reflects a balanced approach that maximizes the area’s potential while staying true to the guiding principles and addressing the three key themes identified through community feedback.

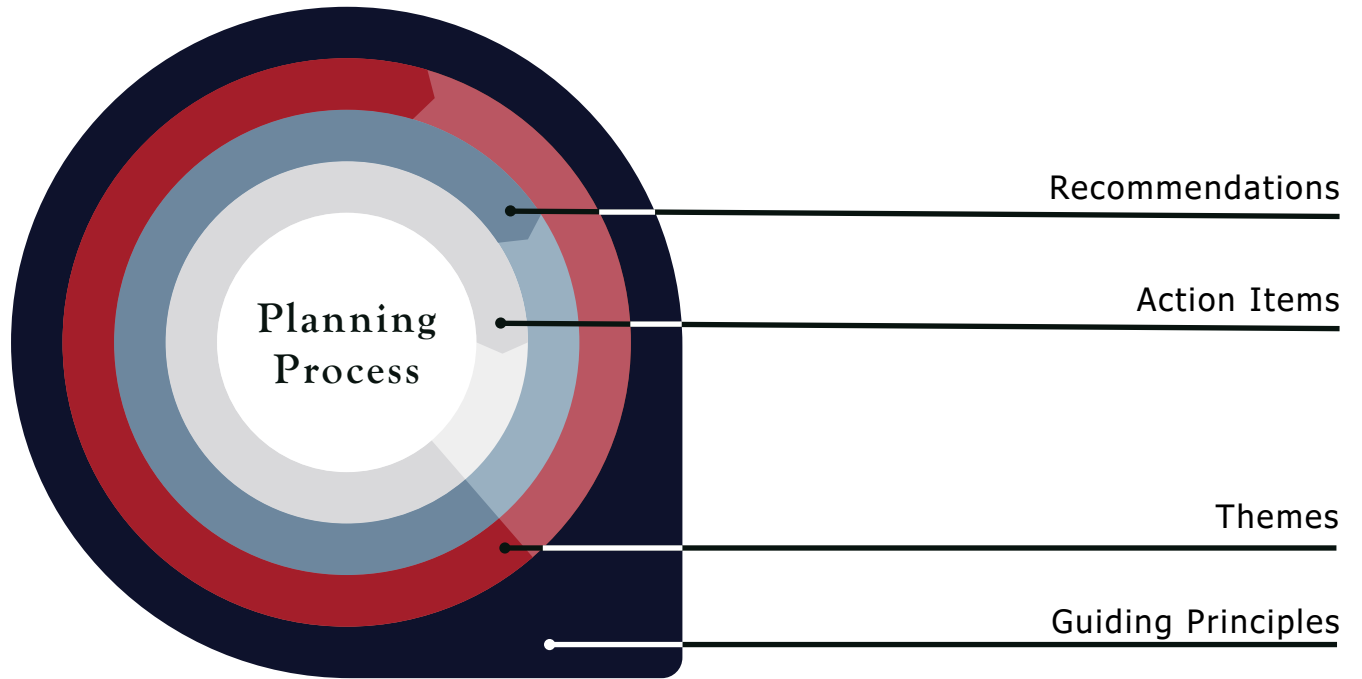
The proposed land use envisions a dynamic mixed-use development that includes owner occupied residential, commercial, office, and entertainment components. The area already features a variety of uses, and building upon this foundation will help create a more cohesive and vibrant district.

The plan also prioritizes improved vehicular and pedestrian connectivity, recognizing the importance of both mobility and accessibility. It outlines a combination of short-term design enhancements that can be implemented quickly alongside long-term infrastructure investments that will evolve over time to support the area’s growth and functionality.

Plan Options

Choice and flexibility emerged as the most significant takeaways from the meetings with the Economic Development Corporation (EDC) and Town Council. Both groups emphasized the importance of ensuring that the plan remains adaptable, allowing developers the flexibility to respond to market conditions and site-specific opportunities as they arise.

In response, the final plan adopted a more diagrammatic and framework-based approach, offering a range of development scenarios rather than prescribing a fixed layout. These options explored elements such as open space configurations, building compositions, and vehicular and pedestrian circulation. This approach provides guidance while maintaining adaptability to support phased development and evolving community needs.



★ Figure 1.4: Project Process

Implementation & Action Plan

This plan establishes clear implementation guidelines to serve as a practical decision-making tool for Town staff and elected officials. The implementation chart assigns responsibilities and prioritizes actions, helping to ensure strategic, coordinated, and effective progress toward the community’s vision. As decisions arise and questions are considered, the chart can be referenced to validate actions, align with community goals, and maintain consistency throughout the development process.

The following are examples of proposed implementation strategies designed to directly support and advance each guiding principle:



Create a form-based code for The Grove at TC. Form-based code would communicate predictable and clear design standards to potential developers.



Require 12’ minimum trail width for primary pedestrian paths within the Grove at TC.



Adopt The “Grove at TC Small Area Plan” policy document to set the vision for the district.



Determine appropriate incentive-based tools to promote the activation of vacant parcels and redevelopment of other parcels.



Review the area plan at regular intervals to ensure it remains aligned with market realities and is updated if market conditions change.



SITE & COMMUNITY CHARACTERISTICS

Purpose

A detailed and accurate understanding of a community’s demographics is essential to the success of any long-range planning effort. As population growth and change continue to shape the future of Trophy Club, this plan’s goals and recommendations are designed to evolve alongside the community’s needs. These demographic insights serve as a road map, helping ensure that the Town’s offerings remain aligned with shifting demands.

Demographic analysis adds depth to the broader narrative of population growth. As the regional population grows and demographics change, so do the characteristics of the community. Variations in age groups, racial composition, income levels, and household types often accom-

pany growth, influencing the kinds of recreational facilities, programs, and services that are most relevant and beneficial to residents.

In addition to population changes, evolving economic trends and consumer preferences drive demand for new types of businesses and shape how those businesses operate. Even in the absence of significant demographic shifts, changing tastes can create new expectations for dining, retail, and entertainment experiences.

This chapter provides a comprehensive overview of the Town of Trophy Club’s demographic profile and includes a summary of the community’s existing land use.



★ Trophy Club

Community Demographics

Trophy Club, Texas, is a thriving suburban community situated within the Dallas-Fort Worth Metroplex. From 2000 to 2020, the Town experienced impressive growth, with its population increasing by approximately 46%, bringing the current population to around 14,328 residents.¹ The Town offers a peaceful, family-oriented atmosphere, providing residents with a tranquil escape while still being in close proximity to the dynamic urban centers of Dallas and Fort Worth. With a median age of 42, Trophy Club is home to a diverse mix of young professionals, families, and retirees, making it an appealing destination for people at various stages of life, from those raising children to those seeking a peaceful retirement.

While the Town’s demographic makeup is predominantly Caucasian, Trophy Club is becoming more diverse, with steadily growing Hispanic and African American populations. The Town also sees a slightly higher number of females than males, contributing to a well-rounded community. This growing diversity fosters an inclusive atmosphere that welcomes people from all walks of life. The shift in demographics has fueled an increasing demand for community events and businesses that cater to the varied interests and backgrounds of the residents, further enriching the Town’s sense of community and local culture.

Trophy Club’s median household income is nearing \$200,000, which is significantly higher than the national average of \$80,610.² This reflects the Town’s status as a desirable “bedroom community” for professionals. The housing market in Trophy Club is predominantly made up of single-family homes, which account for about 89% of the housing stock. With such a strong emphasis on single-family residences and considering the Town’s median age of 42, residents tend to seek a variety of housing options that allow them to remain in the area as

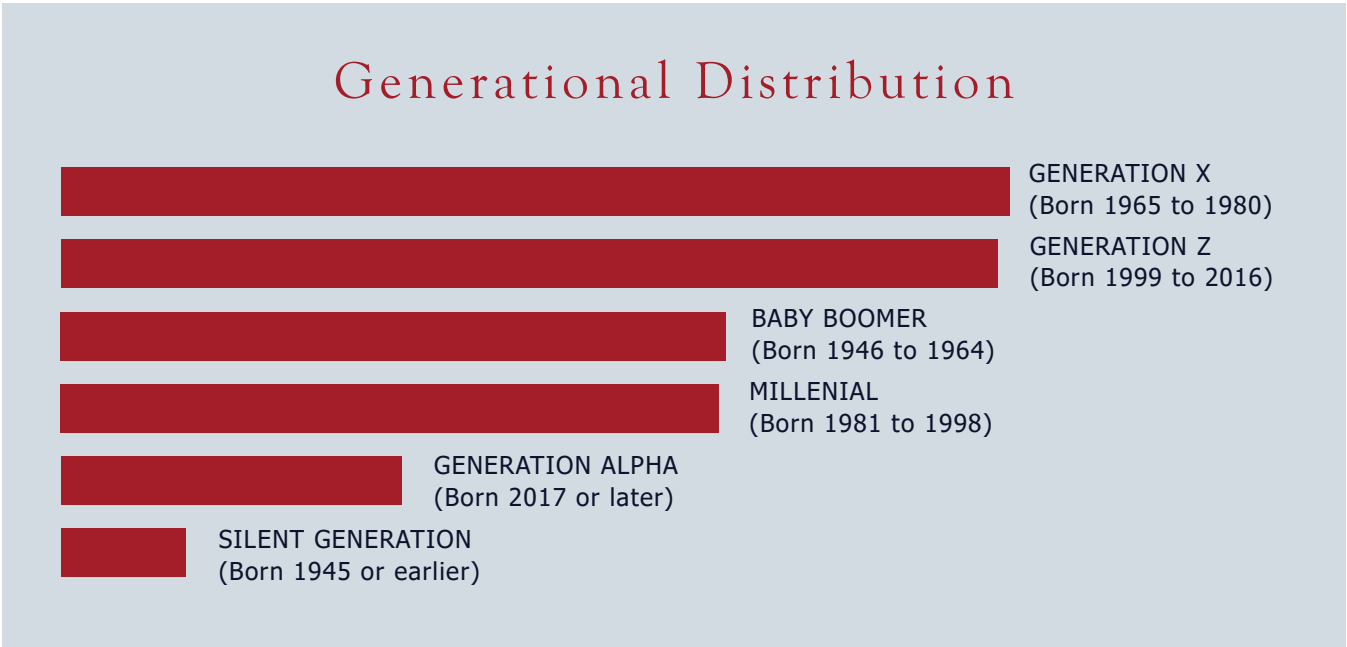
1 U.S. Census Bureau, “Trophy Club Town, Texas,” Explore Census Data, https://data.census.gov/profile/Trophy_Club_town,_Texas?g=160XX00US4873710.
2 Ibid.

their needs evolve through different stages of life.

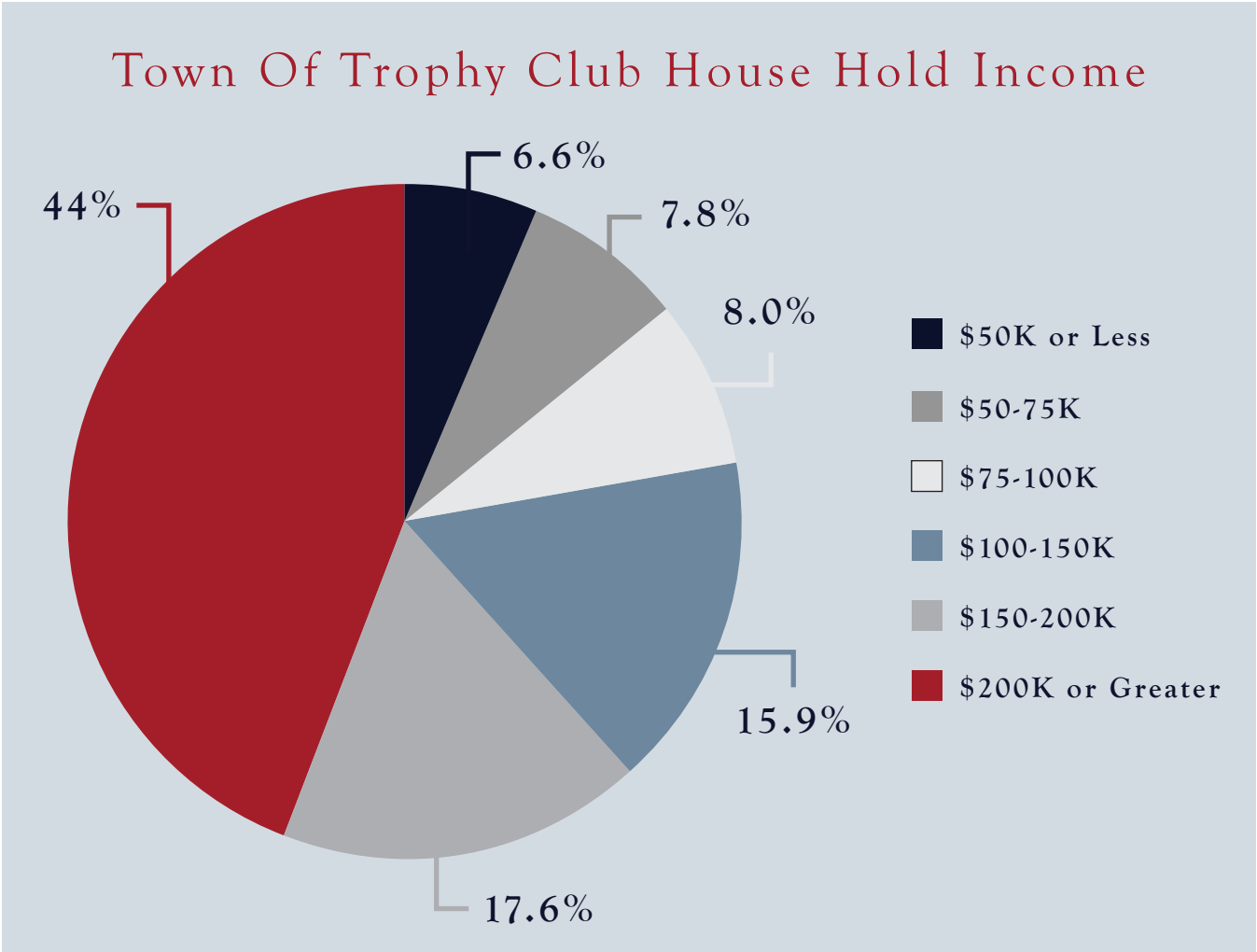
Trophy Club has successfully cultivated a welcoming, family-friendly environment by focusing on active neighborhoods, excellent schools, and a thriving local economy. Its appealing mix of housing options, recreational amenities, and close-knit community atmosphere have drawn families from across the Dallas-Fort Worth Metroplex to call Trophy Club home. The Town’s commitment to maintaining a high quality of life, combined with its accessibility to major employment centers, has made it one of the most sought-after places to live in the area.



★ Figure 2.1: Population Chart



★ Figure 2.2: Generational Distribution



★ Figure 2.3: Town Of Trophy Club House Hold Income

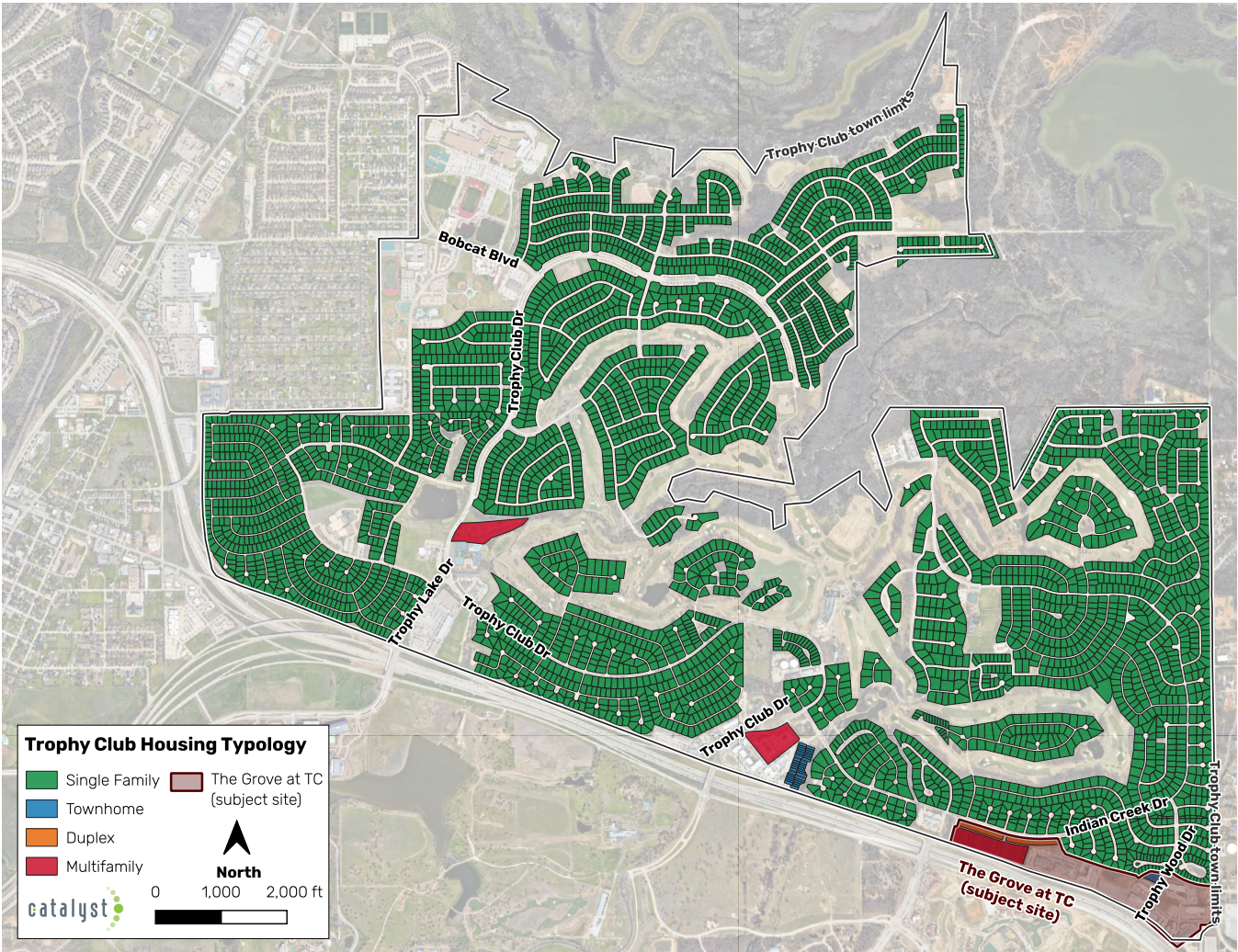
Trophy Club Housing

The concept that eventually led to the creation of Trophy Club began when Houston-based developer Johnson-Loggins proposed a housing development centered around a premier golf course.³ This vision ultimately evolved into the community we know today. True to its original concept, approximately 4,441 single-family homes are now situated around two 18-hole golf courses, providing a residential haven for around 14,328 residents. Covering 4.1 square miles, Trophy Club offers a limited mix of housing options. In addition to single-family homes, the Town has 46 townhomes, 42 duplexes, and 445 multifamily units.

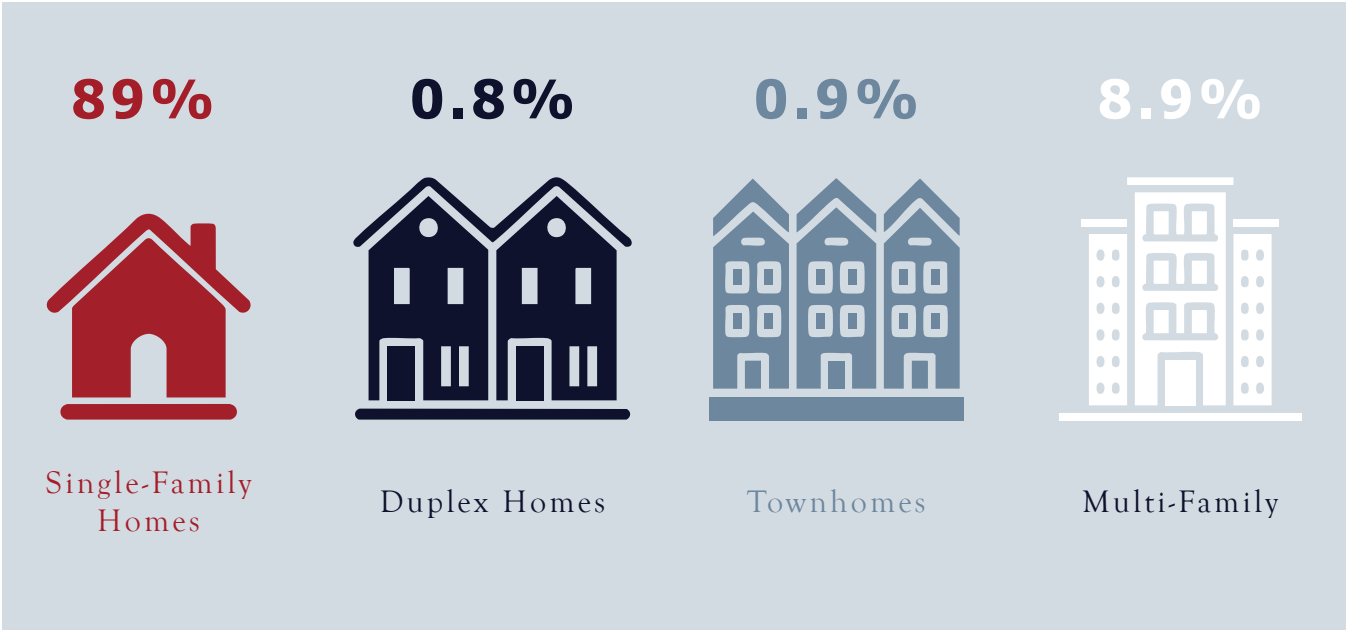
3 Trophy Club, Texas. (n.d.). Trophy Club History. Retrieved April 28, 2025



★ Town Of Trophy Club Homes



★ Figure 2.4: Town of Trophy Club Housing Typology



★ Figure 2.5: Housing Typology Graphic

Market Analysis
Summary

Trophy Club is experiencing steady growth in its commercial real estate market, fueled by its strategic position within the Dallas-Fort Worth Metroplex. While the Town’s commercial market is not as expensive or developed as the central business districts of Dallas or Fort Worth, it is steadily evolving to meet the needs of not only their growing residential population but also nearby cities’ growing residential population. Trophy Club’s commercial sector is primarily focused on serving its local community, offering a mix of retail, dining, and service-oriented businesses. The Town’s proximity to major highways, including SH 114, and easy access to Dallas and Fort Worth make it an attractive location for small to mid-sized businesses. Companies such as Fidelity, Charles Schwab, Deloitte, Goosehead Insurance, and Sabre have established a presence in the area, benefiting from its residential appeal and strategic location near major commercial hubs.

Compared to the overall Dallas-Fort Worth commercial real estate market, Trophy Club’s commercial market is more niche and specialized. The Dallas-Fort Worth area is one of the largest commercial real estate markets in the country, with a dynamic mix of office, industrial, retail, and multifamily properties spread across the region. Trophy Club’s commercial market is more focused on neighborhood-serving businesses and small retail centers. This creates a more localized market, where demand is driven by the needs of residents and the growing number of families and professionals moving into the area. While Trophy Club does not have the same scale of corporate offices or large commercial developments as Dallas or Fort Worth, it benefits from its status as a desirable residential community with commercial properties catering to everyday conveniences and local services.

Trophy Club’s mixed portfolio of dining, office, and retail allows Trophy Club to remain resilient when different market sectors are lower than others. Compared to the Dallas and Fort Worth Market, where the fluctuation within the economy can shift consumer behaviors, the Town businesses cater towards the residents that live in the area and focus on providing services that appeal to those family-oriented demographics. Even within the surrounding neighboring communities like Roanoke, Westlake, and Southlake, the average vacancy rate is relatively low at 5.9%, equating to roughly 12,000 square feet, despite the competitive retail spaces and rental prices within the area.⁴

With limited tracts of land remaining for development, Trophy Club’s commercial real estate market holds significant potential for further expansion. Projections indicate a population growth rate of 2.1% over the next five years, paired with rising household incomes that are expected to boost retail spending by an estimated \$111.2 million from 2024 to 2029.⁵ Additionally, Trophy Club’s proximity to DFW International Airport enhances its appeal for developers and businesses seeking to tap into a market poised for growth. This combination of strong residential demand, increasing incomes, and access to major transportation hubs positions Trophy Club as an ideal location for further commercial development, offering new opportunities for businesses and enriching the economic landscape for its residents.

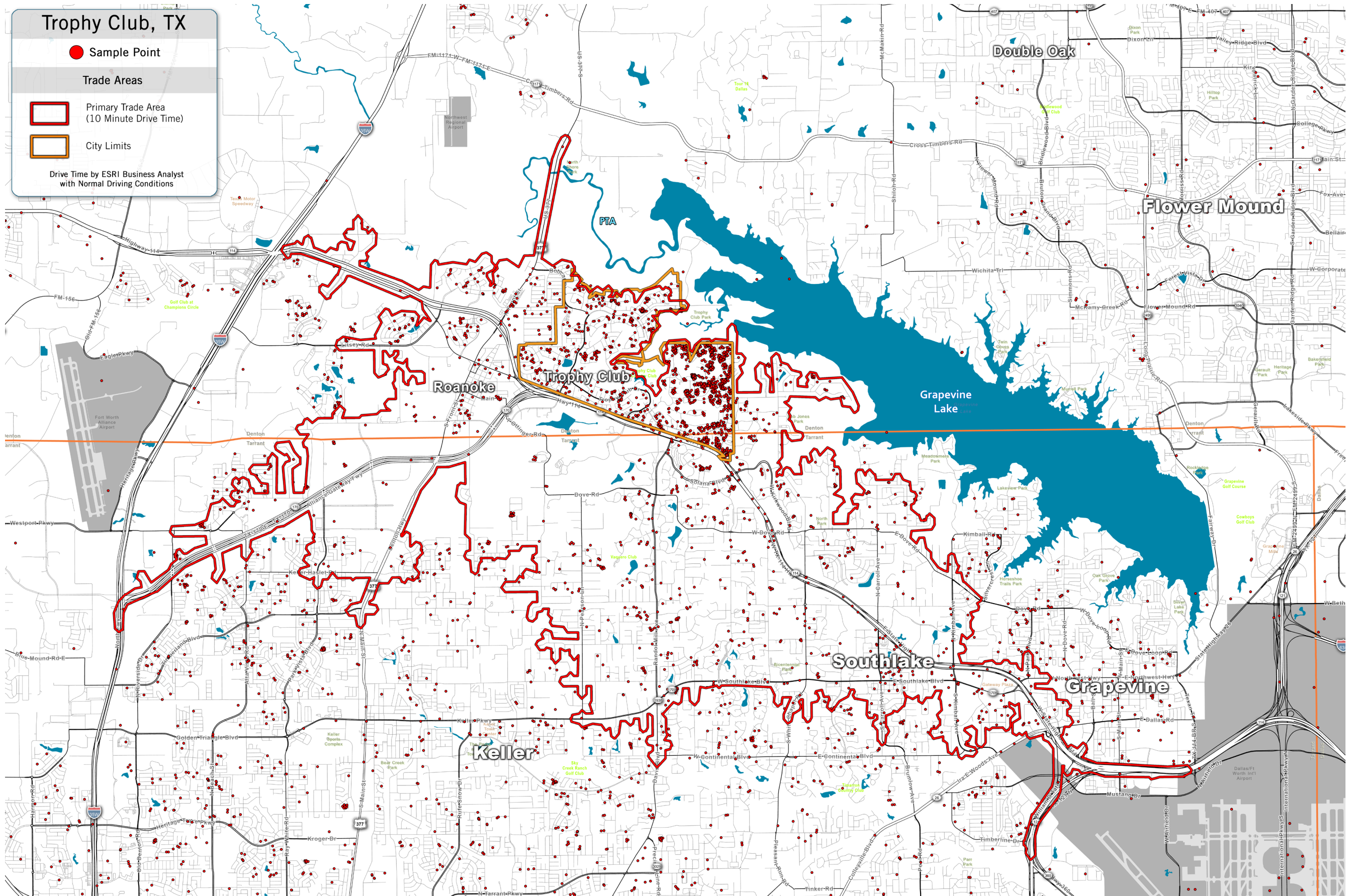
⁴ Market Assessment: The Grove at TC. Catalyst Commercial.
⁵ Ibid.



★ Avalon Mixed Use Development



★ Mixed Use Development, Atlanta, GA



★ **Figure 2.6: Primary Trade Area Map**

Area Description

The location of the subject site encompasses approximately 54-acres of land located at the south gateway into Trophy Club from SH 114. The site has approximately 4,000 linear feet of frontage on SH 114 and consists of several existing businesses as listed in Figure 2.7. There are currently 42 duplexes and 136 apartment units in the study area, with an additional seven townhomes under construction. There are approximately 7.48 acres of undeveloped land in key locations that can serve as catalyst opportunities to realize the vision of this small area plan.

Property Ownership

Within the 54-acres, the property is divided into 17 distinct tracts of land under 12 different ownerships. As is common in commercial and mixed-use developments, ownership varies widely—ranging from private individuals and local businesses to developers and public entities. Tracts 1, 2, and 6 were developed by a private developer and currently serve as residential housing, offering both rental and for-sale options. Tract 3 is occupied by Baylor Scott & White, yet it also includes space leased to independent medical offices, reflecting a blend of institutional and private healthcare services. Tract 13 contains a privately owned dental office. Several tracts—specifically 5, 9, 10, and 15—are publicly owned by the Town of Trophy Club and its Economic Development Corporation. As mentioned in the previous sections, tracts 5 and 15 make up the approximately 7.48 acres of undeveloped land, which can serve as catalyst opportunities for the Town. Tracts 8 and 14 offer dining areas and are home to privately owned restaurants. Meanwhile, tracts 4, 7, 11, and 12 are developed as hotel properties under well-known franchises such as Homewood Suites, Holiday Inn, Hampton Inn & Suites, and WoodSpring Suites—each privately owned but operating under national hospitality brands. This diverse ownership structure supports a dynamic, multi-functional community that balances residential, commercial, public, and hospitality uses.

Existing Businesses

- 1. Baylor Scott and White
- 2. Homewood Suites
- 3. Hampton Inn and Suites
- 4. HG Sply Co.
- 5. Hutchins BBQ
- 6. Town Of Trophy Club
- 7. Holiday Inn Express
- 8. Woodsprings Suites

★ Figure 2.7: Existing Businesses



★ Fourth of July Parade

Residential



Tracts

- 1 - The Vineyards
- 2 - Indian Creek Townhomes
- 6 - The Trophy

Commercial/Retail



Tracts

- 8 - HG Sply Co.
- 14 - Hutchins BBQ

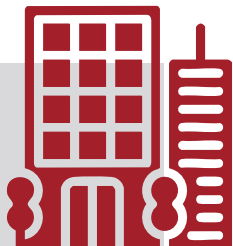
Hotels



Tracts

- 4 - Homewood Suites
- 7 - Hamptons Inn
- 11 - Holiday Inn
- 12 - Woodsprings Suites

Civic Spaces



Tracts

- 5 - EDC Land
- 9 - Trophy Club Town
- 10 - MUD Water Tower
- 15 - EDC Land

Medical Offices



Tracts

- 3 - Baylor Scott and White
- 13 - Crumpton DDS

★ Figure 2.8: Ownership Tract By Use



★ Figure 2.9: Ownership Tract Map

Existing Street Network

Located along SH 114, this site benefits from exceptional accessibility, with convenient on-and-off access that makes it highly attractive for both residents and visitors. There are six existing driveway access points along SH 114 that serve several tracts, as well as one major intersection at Trophy Wood Drive, a key connector for the site, and the entire east side of Trophy Club. Trophy Wood Drive functions as the primary access route for residents and businesses in the area, with daily traffic counts averaging approximately 1,800 vehicles, according to data collected by the Town. Plaza Drive intersects with Trophy Wood Drive and extends east toward T W King Road, eventually reconnecting to SH 114. However, this connection is indirect and does not provide smooth circulation, creating challenges for drivers attempting to use it as a through route. Additionally, Plaza Drive currently dead-ends into a parking lot on the east side, further limiting traffic flow and contributing to circulation inefficiencies in the area.



★ Highway 114 Sign

Existing Pedestrian Network

Sidewalks and Trails promote walkability and outdoor activity, aligning with the Town’s family-oriented character. However, the pedestrian infrastructure becomes more fragmented in this area. Sidewalks are present in some areas but lack consistent connectivity between commercial developments, hotels, and civic spaces. Crosswalks and pedestrian-friendly intersections are limited, making walkability between different land uses less convenient and potentially unsafe. Bicycles and Golf Carts are not as limited because they can utilize the street. However, the streets do not have designated bike or golf cart paths, which can be a safety concern and create congestion on the roads.



★ Figure 2.10: Existing Street Network Map



★ Figure 2.11: Existing Pedestrian Network Map

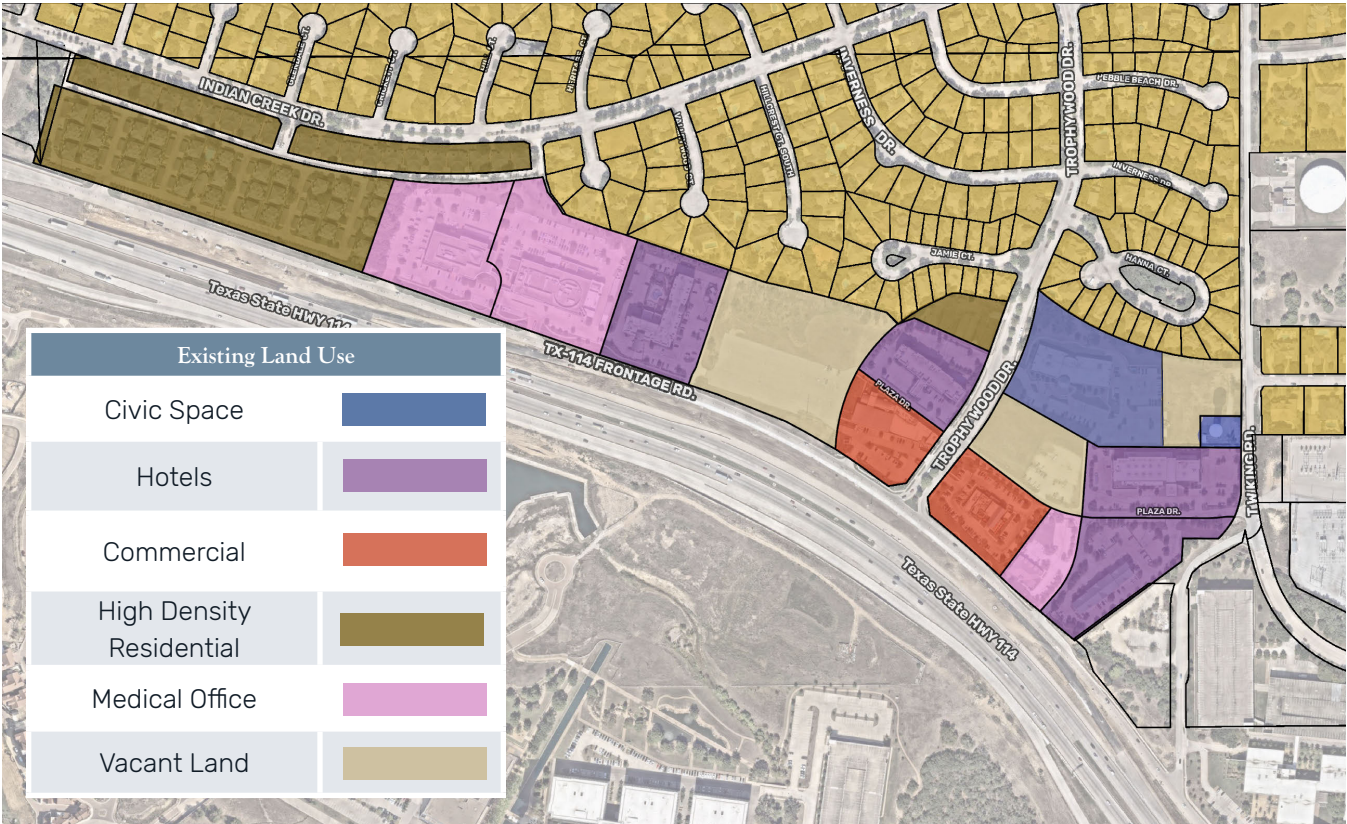
Existing Land Use

Building off the property ownership section and the various uses established across the site, it’s clear that these factors have not only shaped the existing land use pattern but are also influencing the future vision for the area. Understanding current conditions is essential before developing a long-term land use strategy and defining the community’s character. In Trophy Club, land use is generally categorized into two main types: suburban areas and commercial center districts. Like many surrounding communities, Trophy Club has concentrated its commercial districts along major roadways, supporting higher-density development and encouraging pedestrian activity. In contrast, the suburban areas are set farther from these corridors and are primarily composed of single-family homes, parks, and schools.

What makes this particular tract of land unique is that it has been purchased and developed on a tract-by-tract basis, each with its own individual purpose. This piecemeal approach has resulted in a

lack of cohesion typically found in master-planned developments. If the area had been developed from a unified vision, it likely would have taken on the form of a traditional commercial corridor—featuring a stronger emphasis on retail and commercial uses and less on other land uses. However, the current development framework sets up this area to be developed into a mixed-use transformation.

As shown in Figure 2.12, the existing land use includes high-density residential, medical offices, hotels, civic spaces, commercial uses, and a few remaining vacant parcels. While the range of uses is broad, the area suffers from a lack of connectivity and integration between them. Rather than functioning as a cohesive district, the area feels segmented, with each use standing alone. Addressing this disconnect through improved land use planning and physical connections will be key to shaping a more unified, vibrant mixed-use environment moving forward.



★ Figure 2.12: Existing Land Use Map

Existing Constraints

The existing building framework is just one of several constraints that influence the future planning and development potential of this area. A key limitation is the parking agreement between HG Sply Co. and the Town of Trophy Club, which requires the Town to guarantee access to 190 dedicated parking spaces. This condition could restrict the ability to reconfigure parking layouts or modify land use in that area unless the same number of spaces can be preserved or replaced as part of any changes. Another challenge is the presence of approximately 4,015 linear feet of overhead power lines across the site—of which about 1,822 feet run directly through the core of the property. These lines create complications for site design, infrastructure improvements, and aesthetic enhancements. In addition, several internal roads

are privately owned, which means any upgrades or circulation improvements would require negotiation with current property owners to transfer ownership or easements. Circulation issues are further compounded by limited connectivity throughout the site, with Trophy Wood Drive serving as the primary access point for the eastern portion. This concentrated traffic flow raises concerns about congestion. A potential solution could involve extending T W King Road north to connect with Plaza Drive, which would help alleviate traffic pressure and improve connectivity. Recognizing these constraints and understanding the existing land use framework is a critical first step in the planning process. The next step is to engage the community and gather input from residents to help shape a vision that balances current realities with future opportunities.



★ Overhead Power Lines



★ Trophy Wood Drive



★ Parking Agreement With HG Sply Co.



★ T W King Rd Connection



★ Figure 2.13: Existing Constraints Map

COMMUNITY OUTREACH

Area Identity & Vision Statement

At the outset of the planning process, a team consisting of representatives from the Town's Economic Development Corporation (EDC) and Town Staff was assembled. Through collaboration and alignment with community values, the team developed a project name for the area to help foster a sense of place and identity that could be branded. The team also developed a vision statement, which was shared with stakeholders and Town leaders.

A vision statement clearly articulates an organization's long-term direction and ultimate goals, serving as a guiding light for strategic planning and decision-making. Through discussion and collaboration, the team arrived at a specific vision statement: "The Grove at TC is a welcoming and vibrant hub where residents and visitors come together to enjoy Trophy Club's prosperity." The name The Grove at TC sets the identity of the place. The Grove implies a peaceful, tree-filled space ideal for communities, shopping areas, and owner occupied residential development. While the inclusion of TC gives a sense of place and connection to the Town, but does not identify itself as the whole Town. The name is ideal for branding and is short and catchy, which helps create the area as a signature staple for the Town.



★ Team Photo

Guiding Principles

The purpose of guiding principles is to provide a clear, foundational framework that directs decision making, behavior, and strategy across an organization, project, or community. The following guiding principles were identified by Town leadership.



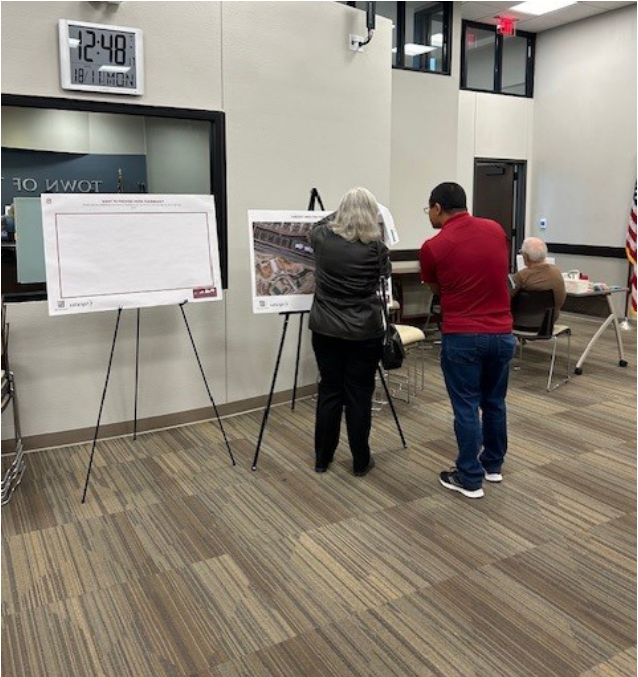
★ Figure 3.1: Guiding Principles

Community Engagement & Process

This plan used a combination of input from Trophy Club residents, the EDC, Town Council, and staff to help guide the community engagement portion of the information-gathering process. The team held a variety of public outreach efforts to gather feedback from community stakeholders, property owners, and Town leadership. This collective feedback was then used to inform the area plan document and to ensure that it is firmly rooted in the community values while providing flexible options to respond to evolving market conditions. The five guiding principles instilled team alignment on recommendations for public input methodology regarding community values, customer satisfaction, and the community’s economic needs.

Team meetings later in the process took a more focused approach, seeking feedback on proposed recommendations. Input from all meetings drove the creation of the vision framework, which is the foundation for this plan’s recommendations and implementation plan.

The first type of engagement was with the area’s property and business owners. Next, the Town administered a web-based public input survey open to all residents through SurveyMonkey, an online survey website. In addition, the team held two open house events at Town Hall for residents to provide feedback in person. The details of the community engagement meetings are described below, including the purpose, input strategy, and outcomes summary.



★ Community Engagement Event



★ Community Engagement Event

Property & Business Owners

Purpose

The area contains several properties and businesses, and these stakeholders experience the current built environment of The Grove at TC on a daily basis. It is critical to solicit their feedback and input since decisions made for this plan can directly impact these established businesses. Furthermore, the property owners may have plans that can impact the viability of this area plan. Therefore, the team elected to reach out to these stakeholders as the first step of outreach during the community engagement process.

Strategy

The team worked together to identify 12 stakeholders who either owned land or ran a business within the area. Each stakeholder was contacted through email or phone call to set up a one-on-one sessions and asked a series of questions. Out of the 12 stakeholders, 10 were able to provide feedback.

Outcome

Many of the stakeholders wanted to see this area more active and bring more people in because it would also help their businesses. It was stated that more entertainment within the area that caters to all ages would be extremely successful. Some were concerned regarding the connectivity between spaces, how pedestrians safely walk, and how vehicles park within the area; however, they were not concerned with increased traffic. Stakeholders shared that their other locations were more successful due to the availability of connectivity and other retail stores. Overall, the stakeholders were very receptive to the redevelopment in this area and excited to be a part of it.

“Make sure that this area is walkable & provides an entertainment element for residents.”

- Quote from Stakeholder



★ Aerial

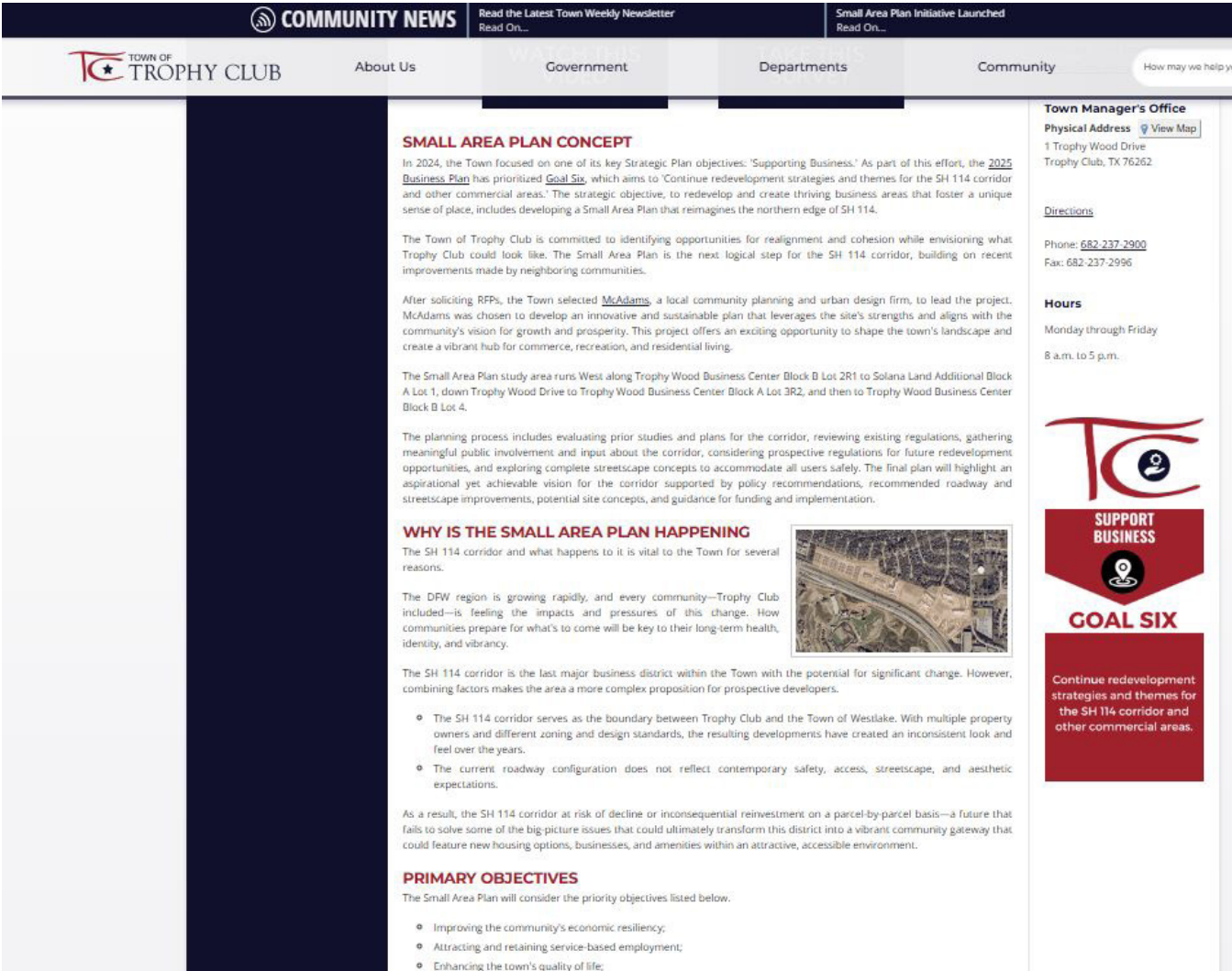
Community Wide Online Survey

Purpose

The purpose of a community-wide online survey is to seek input from the public regarding what they envision for “The Grove at TC.” This approach aimed to gain insightful information from as many residents as possible by using an online platform that could be accessible to residents who could not attend the open house but still would like to share their feedback. The types of questions were related to economic development needs, accessibility, and land use, it also provided an overview of the planning process for the small area plan.

Strategy

The survey was displayed by the Town through several communication techniques such as posting online, resident emails, social media outreach, inclusion in the Town’s weekly newsletter, and providing a QR code at Town Hall. This wide distribution helped to enhance exposure and encourage participation. Over four weeks, 595 responses were collected from the online survey, which has a 4.15% response rate and is within the preferred response rate. The Town of Trophy Club, EDC, and other team members worked diligently to collect and consolidate resident feedback. The summary of those responses is listed as follows:



★ Town of Trophy Club Website

Outcome

Residents were asked to identify one of the five guiding principles that resonates most with them. The results showed that “Thoughtful and Integrated Development” was the most important principle, with an emphasis on community gathering spaces. When asked what demographic should be prioritized for this development, “Market Demand” ranked the highest. Today, the area comprises hotels, restaurants, civic spaces, residential, and offices. To ensure this area is best utilized, residents had the opportunity to provide feedback on what they felt would be the best use of the space.

Residents selected restaurants as a type of use that they most wanted to see in this area, with around a 66% vote. Following the restaurants,

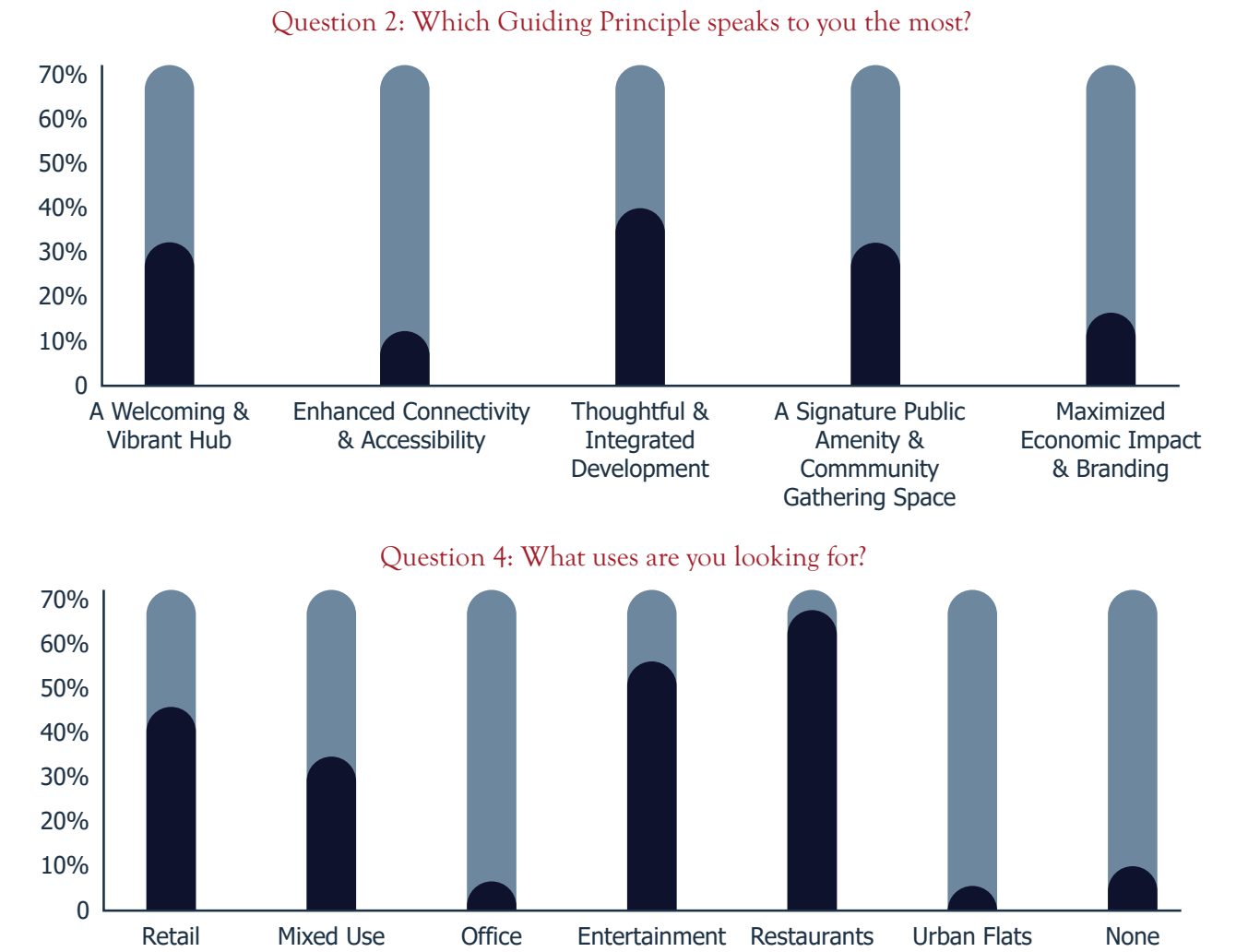
entertainment, and retail also ranked high on the list. This aligns with the community gathering space element the residents identified as a key element they wanted to see.

Residents were asked to identify and explain the strengths of the area. The majority of the respondents saw location and access to SH 114 as a strength. Residents thought the visibility from SH 114 would draw people into the area and help the local businesses. Although residents identified location as a strength for this area, residents identified traffic as a weakness. With the location being in close proximity to SH 114, residents stated traffic was a concern for them and worried about the congestion of the area.

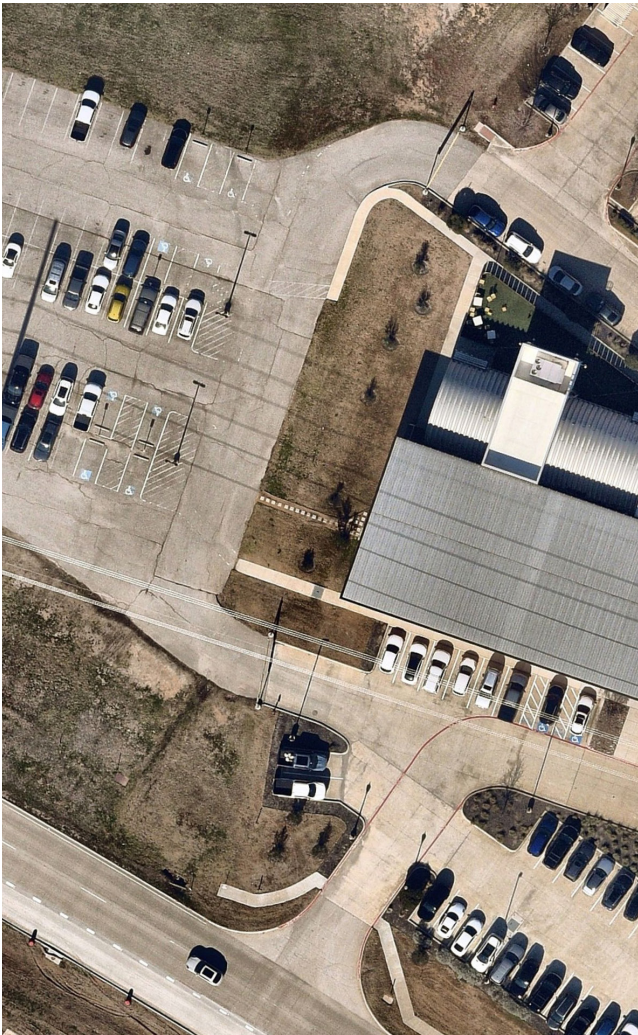
Understanding that connectivity and accessibility are key principles for an area to thrive, residents were given the option to identify which mobility method they would use if available to them. A majority of residents would enjoy walking. Although walking was a preferred method of mobility, a follow-up question was asked about what was preventing them from using their preferred transportation method. The response was that the lack of infrastructure within the area made it harder for them to use any mobility method other than their vehicle. There are several missing sidewalk connections that limit their ability to walk to the area.

Placemaking is about designing, planning, and improving the quality of life. To illustrate placemaking, real-life examples were shown to identify

key elements needed to create a welcoming and vibrant hub for Trophy Club, a Guiding Principle for this area. These elements include plazas, outdoor seating, dining, entertainment, and more. Of the elements identified in the image, dining was ranked the highest, walking was ranked second, and outdoor seating was third. Although the majority of responses collected online by residents did not necessarily see the need for mixed-use housing types, data shows that approximately 89% of the current housing stock within Trophy Club is single-family dwellings. Often, urban flats can be misunderstood without explaining how they could be integrated into an area thoughtfully and minimizing impact on the community. During the open house, further discussion occurred regarding urban flats, and those residents seemed to support the product type as long as it was market-driven and owner occupied to fit within the area.



★ Figure 3.2: Online Survey



★ Aerial



★ Clearfork

Open House Meeting

Purpose

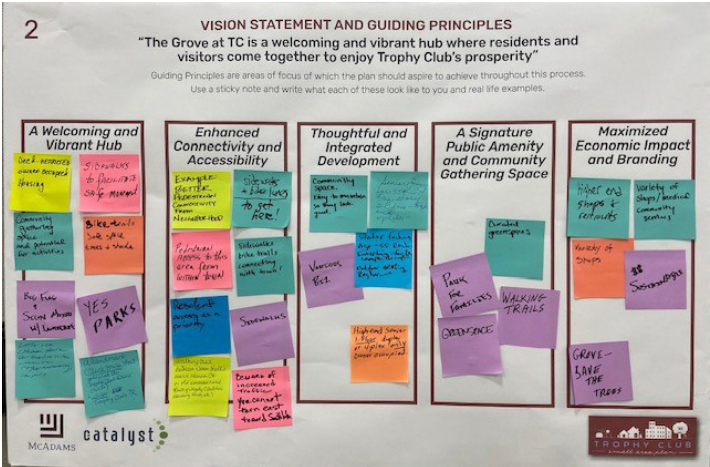
An open house meeting is helpful for active residents because it provides an opportunity to provide feedback in person rather than using the online survey. This type of input appeals to residents who prefer to talk about the plan and ask questions if needed. The boards used for the open house meeting had the same content as the ones used for the online survey.

Strategy

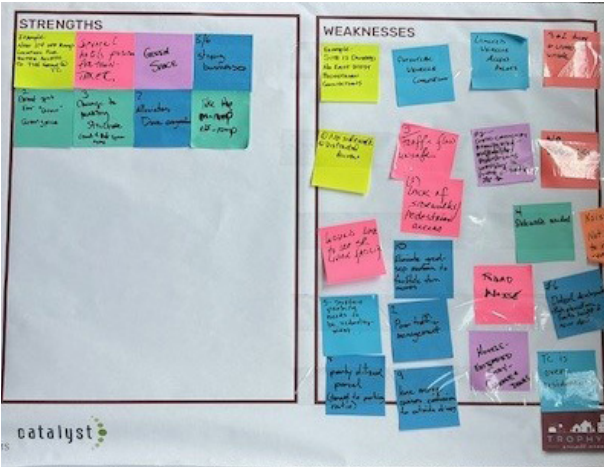
The two open house meetings were held on Monday, November 18th, 2024, at 12:00-2:00 pm and 6:00-8:00 pm. Communication for the open house included posting on the website, word of mouth, and newsletter postings. Approximately 23 residents participated in this event and were asked the same series of questions as the online survey. The following information was gathered:



★ Community Engagement Open House



★ Community Engagement Boards



Outcome

When asked about which guiding principles most resonated with residents, the attendees provided more detailed responses that highlighted certain elements that they believed strongly align with the goals of the plan. Those elements are:

- 1. Connectivity
- 2. Businesses
- 3. Community Spaces
- 4. Housing for 55+ Demographic

To further understand the site, residents had the opportunity to identify areas on a map that are strengths for the area. They identified the vacant tract next to HG Sply Co, the area along SH 114, and existing hotels as factors that strengthened this area. In contrast to the strengths, residents noted that limited sidewalk connections and extensions and difficult traffic flow were the predominant weaknesses of the area. Specifically, along Trophy Wood Dr, residents expressed concern for problematic traffic circulation into the businesses and cutting through the site.

When asked what mobility method residents preferred to use to access this area, about 43% of respondents said walking. However, when asked what was preventing them from using their preferred mobility method, almost 65% said the lack of connectivity within this area prevented their use because they did not feel safe because there were missing pedestrian connections, and they did not want to walk within the street.

At the end of the questions, residents were asked to analyze the different components contributing to successful placemaking. These components were shown as images of various site elements such as enhanced streetscape, gathering areas, urban streets, dining, urban flats, plazas, entertainment, and retail. Residents then had the opportunity to place a dot next to the placemaking elements they thought were important and would like to see in this area. The highest-ranking element was walkability, followed by outdoor seating in second place. Dining and plaza were tied for third. Although urban flats ranked lower on the elements that would be supported, residents seemed to support owner occupied housing types and emphasized a need for 55+ housing.



★ Community Engagement Board

Community Engagement Key Themes

Community engagement and an understanding of existing conditions are essential to creating a successful plan that reflects the community’s vision and establishes a solid foundation for the future. Over the course of a month, valuable input was gathered through stakeholder meetings, an online survey, and an open house. This feedback was carefully reviewed by the design team and advisory board, leading to the identification of several key themes that emerged from the community’s input.

The first major theme was connectivity. The community voiced significant concern over the lack of cohesive land use and limited pedestrian connectivity throughout the area. Residents emphasized that the current layout makes the space difficult to navigate and discourages walking. They stressed that if the area is to be redeveloped with more entertainment, dining, and retail opportunities, it must also include improved connections both physically and functionally to ensure ease of movement and access.

The second theme was community gathering spaces. As a family-oriented Town, Trophy Club residents expressed a strong desire for a place where families can spend time together, children can play, and neighbors can come together to enjoy shared hobbies, events, and social activities. These spaces were seen as essential to fostering community spirit and providing a welcoming environment for all ages.

Lastly, residents highlighted the need for thriving businesses. Given the area’s proximity to SH 114 and its location near a few existing restaurants, residents expressed a strong interest in seeing additional restaurants and retail establishments. Many shared that they currently travel to neighboring towns/cities for these amenities and would prefer to stay within Trophy Club for their dining and shopping needs.

Online Survey

595 Responses

Thoughtful & Integrated Development

Prioritize Market Demand

Ideal Location & Access

Improve Circulation & Connectivity

Community Gathering Spaces

Dining & Outdoor Seating

Open House

23 Attendees

Improve Circulation & Connectivity

Strong Hospitality & Dining

Ideal Location

Community Gathering Spaces

Support 55+ Housing



Town of Trophy Club



Town of Trophy Club

Connectivity

Connectivity refers to the design and integration of efficient networks, including streets, pedestrian pathways, and other infrastructure, which facilitate seamless movement within a town. Well-connected networks enable residents to travel freely between various areas and promote interaction between different land uses through continuous, accessible connections.



The City of Minneapolis

Community Spaces

Community spaces allow residents to connect, interact, and feel a sense of belonging. They provide opportunities for individuals to come together, explore new possibilities, and engage with like-minded people while enjoying the town’s unique offerings. Whether it is a small park or a farmers market, community spaces create inclusive environments where people of all ages, backgrounds, and incomes can participate and connect.



Town of Trophy Club

Thriving Businesses

Successful and growing businesses positively impact their employees, customers, towns, and the environment. Thriving businesses attract more businesses and help establish a strong identity for the town. By embracing integrated development and diverse portfolios, businesses can flourish while serving a wide range of customer needs.



★ Clearfork



★ Town of Trophy Club

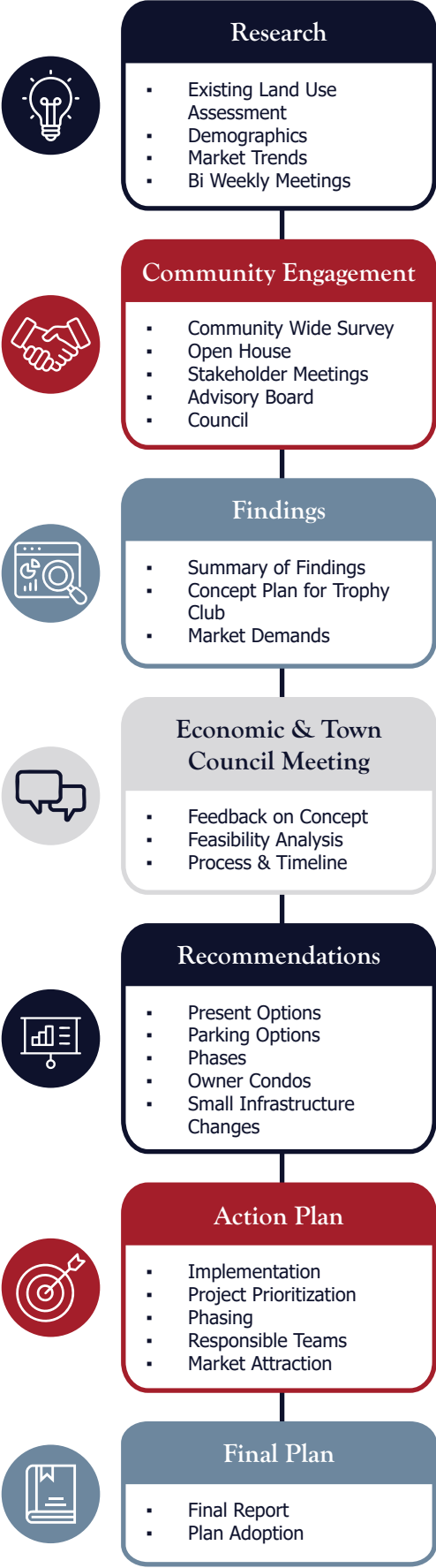
THE GROVE AT TC

The Grove at TC

The Town initiated this Small Area Plan document to serve as a comprehensive and forward-looking guide for future development, growth, and revitalization within the 54-acres. This plan is more than just a set of recommendations; it represents a collective vision for the community’s future, thoughtfully created to align with the area’s needs, aspirations, and character.

Through the planning process, research and analysis were conducted to understand the site’s opportunities, constraints, and potential for transformation. Community input played a central role, with stakeholders, residents, and local leaders actively engaged through meetings, surveys, and workshops. Their feedback helped define key priorities such as connectivity, placemaking, economic vitality, and quality of life.

These findings were presented to and refined in collaboration with Town staff, Town Council, and EDC, ensuring that the plan is grounded in community desires and municipal goals. Through this integrated process, the unified vision of The Grove at TC emerged, providing flexible optionality while promoting maximum activation and ensuring vibrancy as the gateway into Trophy Club. This chapter recaps those critical discussions and provides insight into the creation of The Grove at TC, illustrating how vision and strategy came together to shape a bold, actionable framework for the future of this important area.



★ Figure 4.1: Project Process

Process Steps

The design team developed two concept plans: Option 1 and Option 2. Both concepts align with the three overarching themes—creating a gathering space for residents, enhancing connectivity through land use and infrastructure improvements, and expanding the retail component. The team felt it would be helpful to present two distinct approaches: Option 1 represents a more reserved vision that involves minimal infrastructure changes, while Option 2 illustrates a full build-out of the area, requiring more significant infrastructure investments.

Both concepts also include an owner occupied residential component, which the team believes will help attract developers and contribute to creating a vibrant, active hub. According to the American Planning Association, incorporating housing options into mixed-use developments can expand economic opportunities, promote walkable environments, and support a network of services—all of which align with the guiding principle to activate the space and create a lively atmosphere and contribute to long-term sustainability.¹

These two options were presented separately at an EDC and a City Council meeting. During both meetings, consistent feedback emerged. Members appreciated elements from each option but expressed interest in seeing a third concept that blended the most compelling components of both. Additionally, both the EDC and Council

¹ "Policy Guide on Smart Growth," American Planning Association, <https://www.planning.org/policy/guides/adopted/smartgrowth.htm#:~:text=Declarations,in%20terms%20of%20transportation%20options>.

raised important questions about feasibility and market demand. They emphasized the need for a clear understanding of what aspects of the plan are readily achievable versus those that are more long-term goals, highlighting the importance of combining the vision to financial reality.

Recognizing that this document is intended to guide development and redevelopment within the area for years to come, EDC and Council agreed that Option 2, which demonstrated the area’s maximum potential, would be the preferred path forward, with some minor adjustments. However, they wanted a clearer understanding of how this vision could be implemented in phases.

During the joint meeting with EDC and Council, the importance of choice and flexibility was a central theme. As a result, the plan was divided into three phases: short-term, medium-term, and long-term. These phases were developed based on land ownership, the potential impact of development, and overall feasibility.

By organizing the plan in this way, EDC and Council could better visualize the types of land uses and approximate building square footage that could be introduced over time. This phased approach was further supported by a market analysis, which outlined the financial opportunities available within each phase and demonstrated the viability of the overall strategy.



★ Figure 4.2: Option 1



★ Figure 4.3: Option 2



★ Figure 4.4: Option 2B

Market Analysis & Fiscal Impact Study

Catalyst Commercial analyzed both the regional market conditions and the fiscal impact to the Town of Trophy Club from the development of the vacant parcels of the Grove at TC. These findings were compiled into a Market Analysis that can be found in the appendix of this document. Below is a summary of the Market Analysis findings..

To better understand the market dynamics of the study area, a customer intercept study was conducted to identify the distance travelled by patrons of the site. Over 7,300 customer samples were taken from HG Sply Co and The Original Roy Hutchins Barbeque of customers who visit four times or more in a one-year period. A geography, a Primary Trade Area (PTA), equivalent to a 10-minute drive time was established that captures 65% of the closest customer samples. This 10-minute geography is where additional development in the study area can expect to draw future customers and gives a demographic profile of those customers. This PTA extends west to Interstate 35W, east to the Dallas-Fort Worth International Airport, and south as far as FM 1709 in the eastern half of the PTA. Grapevine Lake affects the draw of customers from the north, and the PTA extends along US Route 377 to FM 1171.

This Primary Trade Area currently has just under 54,000 residents with median household incomes of \$160,881, which are expected to grow to \$175,534. Retail spending originating from residents in the PTA is expected to increase by \$111.2M from 2024 to 2029, increasing the capacity in the PTA for additional retail to capture this spending. It is estimated that the study area could capture an additional 14,821 square feet annually of new retail space without oversupplying the market. Additionally, expected regional growth and demographic change show that there is additional capacity for housing and office space. It is estimated that this

*Market Analysis Document has been added to the Appendix

Highlights

- Projected Taxable Value: \$90.6M
- Projected Town Annual Sales Tax Revenue: \$617,994
- Projected Town Annual Tax Revenue: \$376,610
- Projected 10- Year Town Annual Tax Revenue: \$9,740,228

Assumptions

- Trophy Club Sales Tax 2.0%
- Trophy Club Property Tax per \$100 of Value \$0.415469

study area could annually capture up to 175 units of residential and 11,056 square feet of office space without oversupplying the market.study area could capture (annually) up to 175 units of owner occupied residential and 11,056 square feet of office space without oversupplying the market.

A fiscal impact analysis was conducted to understand the fiscal benefits to the Town from the conceptual program in the form of sales and property taxes. For this analysis, only the conceptual development on the vacant parcels of the study area was included, and any potential redevelopment of parcels within the study area was excluded

TThe total area of vacant parcels in the study area is just over seven acres. On these parcels, the preferred development plan shows nearly 85,000 square feet of retail and restaurant uses, 30,100 square feet of office uses, and up to 69 owner-occupied residential units. The projected taxable value of this program is \$90.6M. This value would yield \$994,604 in annual tax revenue (sales and property tax) to the Town of Trophy Club. Based on the market assumptions in the analysis and the building areas in the concept plan, the estimated yield from each product type is greater than the assumed development costs.greater than the assumed development costs.

Final Development Plan

As previously mentioned, providing choices and flexibility is critical for responding to changing market conditions. The primary goal of this planning document is to serve as a guiding framework rather than a finalized, rigid plan. Developing the fiscal impact summary based on the preferred plan at its maximum capacity helped paint a realistic picture of both feasibility and potential outcomes.

It was important to recognize that the removal of even a single land use could significantly impact the property tax revenue the Town might receive. Similarly, lacking a diverse portfolio of uses could leave the area more vulnerable to economic shifts, potentially leading to reduced revenue.

While land uses, building square footage, and land values were assigned to the preferred concept to create a realistic foundation, the fiscal assessment was intended as a planning exercise not to

prescribe specific uses to individual parcels, but rather to analyze a possible scenario program on the vacant parcels only.

Both Council and EDC appreciated the market analysis, as it further illustrated the financial opportunities this area could offer. However, they emphasized that the plan should ultimately provide flexibility and multiple opportunities for developers rather than limit future possibilities.

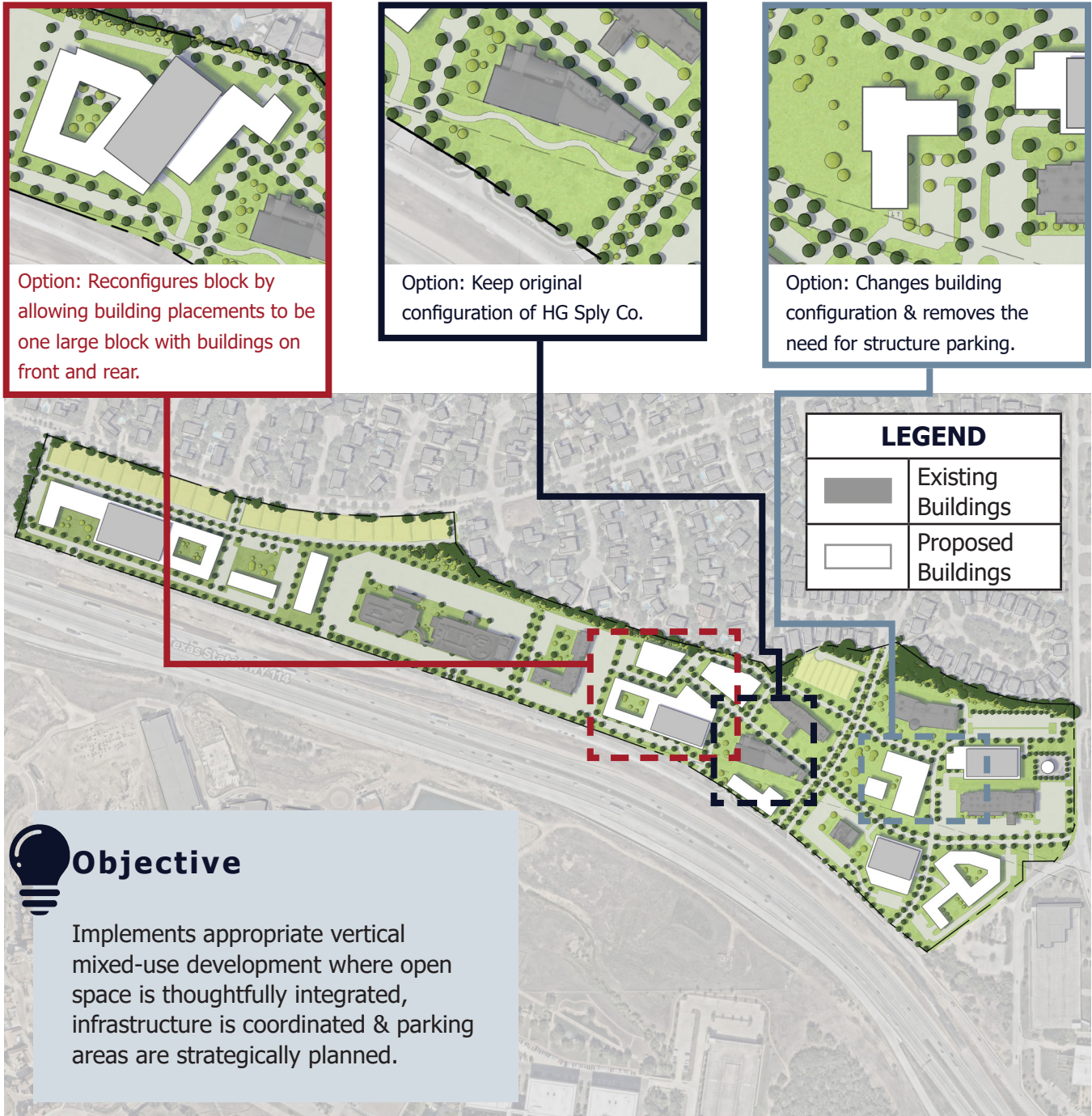
In collaboration with Town staff, Town Council, and the EDC, a preferred plan was established that builds upon the existing framework while introducing key design elements to guide future development and redevelopment. While the guiding principles define the overarching vision, the objectives serve as actionable steps toward achieving those goals. The following plans show how those objectives can be achieved:



★ EDC Meeting

Development Plan

Implementing vertical mixed-use development, supported by appropriate infrastructure and shared parking, is key to fostering a vibrant and economically sustainable urban environment. By integrating commercial, office, and owner-occupied residential spaces within the same development, land use is optimized and a dynamic, walkable community is created. The plan emphasizes a robust commercial presence to attract businesses and generate consistent foot traffic, which in turn supports local retailers and services. Additionally, incorporating thoughtfully designed open spaces enhances the area’s appeal, providing inviting places for people to gather, relax, and engage in community activities.



★ Figure 4.5: The Grove at TC Development Plan



Objective

The Grove at TC is a strong economic driver by increasing sales and property tax revenue.



Objective

Provide a strong branding theme that is cohesive between proposed and existing properties.

Conducting a market analysis provided critical insights into what types of development the area could realistically support, serving as the foundation for informed planning decisions. The findings were used to test the preferred plan through a feasibility study, ensuring that the vision aligned with economic realities and market demand. This analysis played a key role in shaping both the design and implementation strategies, identifying opportunities that would attract investment and community interest. To maximize revenue potential, the development must be structured to generate strong sales and property tax revenue and attract key stakeholders to the area. The Town can look at offering incentives to help promote activation of vacant parcels.

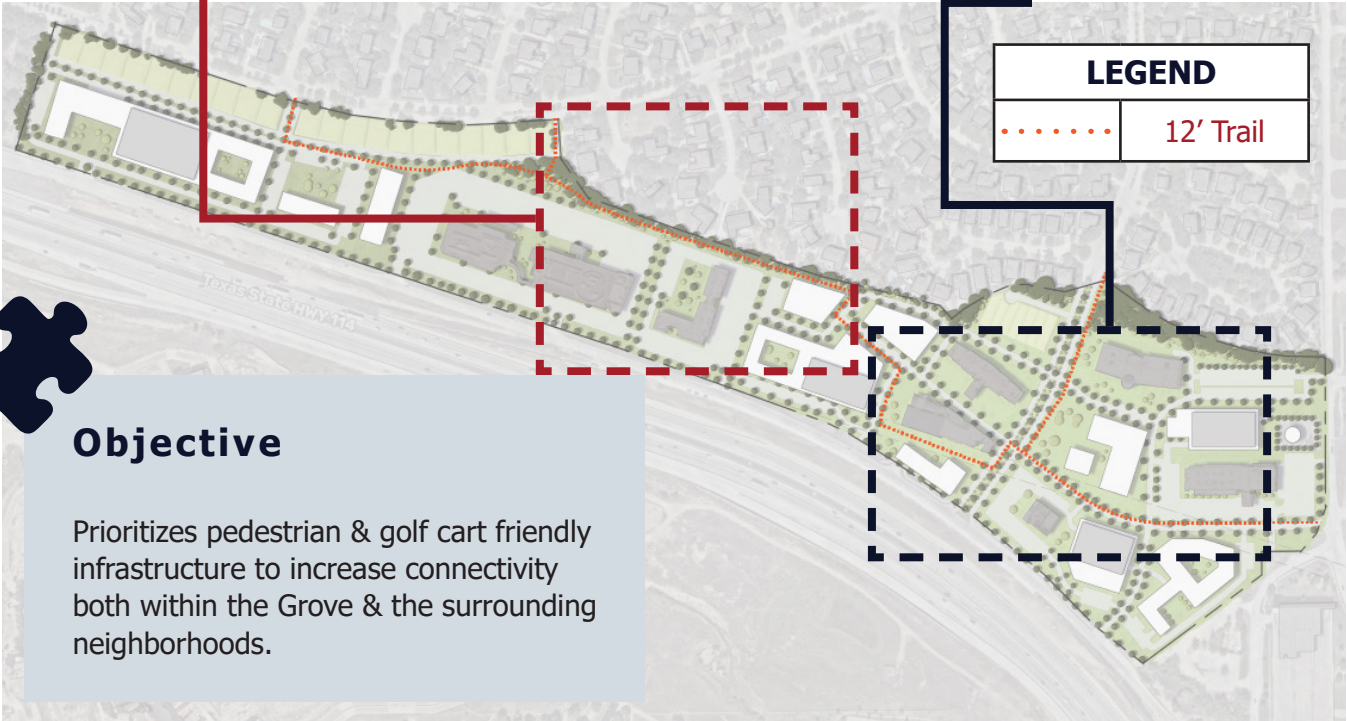
Attracting key stakeholders begins with establishing a strong, recognizable identity and creating distinctive spaces that draw residents from all over. This identity can be cultivated through strategic branding initiatives such as signature events and iconic signage for The Grove at TC to set the area apart. In addition, implementing thoughtful design standards, including architectural guidelines, setback requirements, landscaping features, and height limits, will help create a cohesive and visually appealing environment that supports the development’s unique character.



★ Town of Trophy Club Fourth of July

Pedestrian Plan

Development within The Grove at TC should promote active use of streets, sidewalks, and trail systems by creating a safe, comfortable, and engaging pedestrian environment. While shared-use paths exist, they are often underutilized due to poor separation from traffic, inconsistent sidewalks, and limited proximity to retail. To address these challenges, development plans should prioritize multi-modal connectivity, strategic building placement, and pedestrian-friendly streetscapes. Enhancements like continuous sidewalks, well-connected trails, and alternative street configurations should be paired with comfort-focused strategies—such as shade trees, benches, and noise mitigation. Thoughtful open space design, including plazas, pocket parks, and landscaped courtyards adjacent to commercial areas, can further encourage walkability, social interaction, and economic vitality, transforming The Grove into a vibrant, sustainable destination.



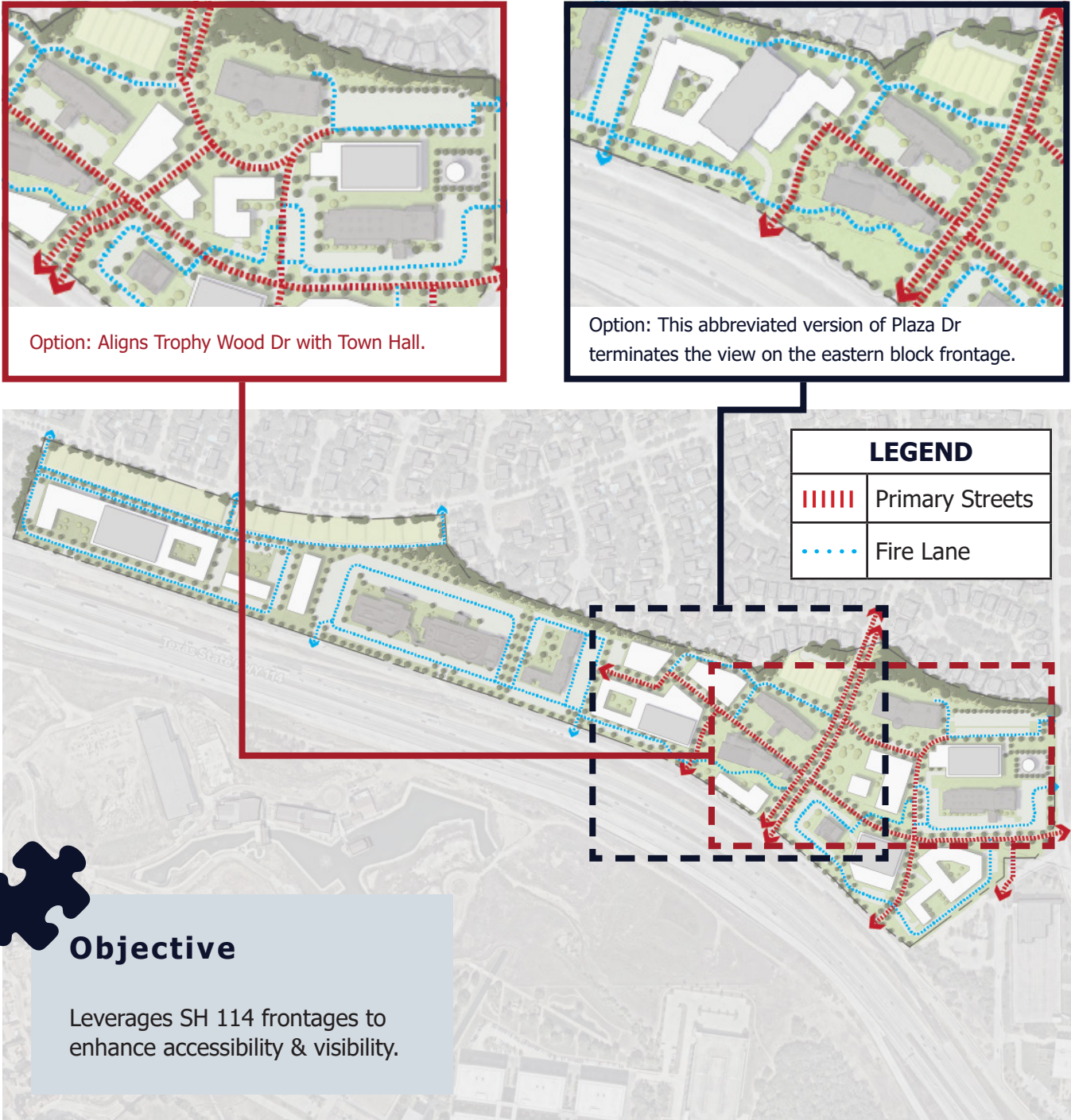
Objective

Prioritizes pedestrian & golf cart friendly infrastructure to increase connectivity both within the Grove & the surrounding neighborhoods.

★ Figure 4.6: The Grove at TC Pedestrian Plan

Vehicular Plan

Utilizing the SH 114 frontage, buildings should be strategically positioned to maximize exposure to the frontage road, enhancing visibility for prospective businesses. Thoughtful building placement plays a crucial role in attracting tenants, as visibility and accessibility are key factors in business success. In addition, driveway locations were carefully planned to improve traffic circulation and establish strong connections throughout the area. The plan looked to emphasize increased accessibility by designing safer travel routes and reducing congestion, ultimately creating more efficiency.



Objective

Leverages SH 114 frontages to enhance accessibility & visibility.

★ Figure 4.7: The Grove at TC Vehicular Plan

Objective



The Grove at TC is an intentional gathering space that serves as a signature gateway to Trophy Club.

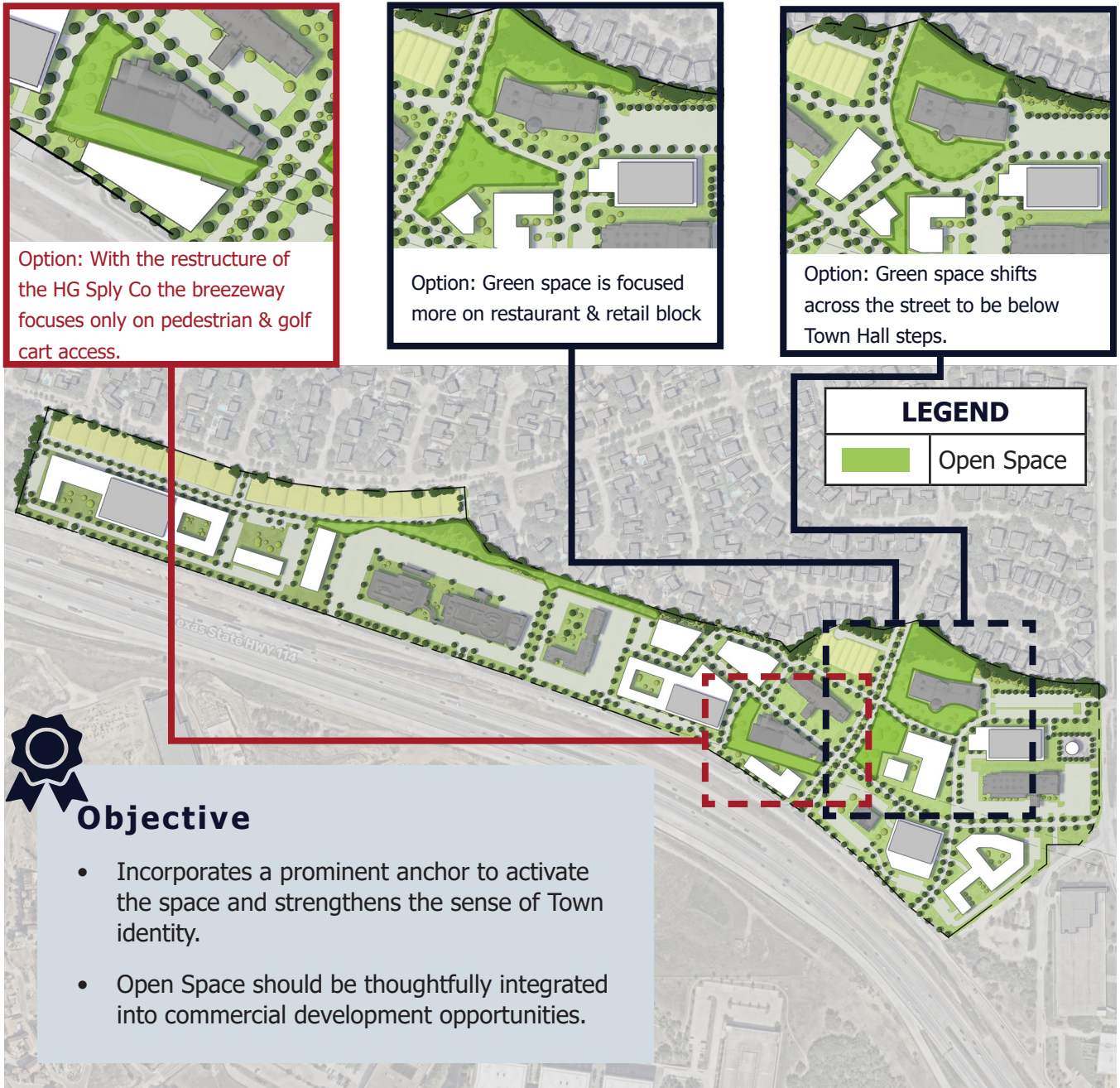
Trophy Wood Drive serves as the primary gateway into Trophy Club, connecting SH 114 to the eastern residential neighborhoods and functioning as a central spine for internal circulation. Enhancing this corridor with upgraded streetscaping, cohesive signage, pedestrian-scale lighting, and traffic-calming features can transform the arrival experience into a welcoming and memorable entry point. These improvements not only soften the urban environment but also establish a stronger visual identity for the area. To further enrich mobility, strategic connections from Trophy Wood Drive to surrounding streets within and around The Grove at TC should be prioritized. This includes extending key routes, reconfiguring access points, and integrating pedestrian and multi-modal infrastructure to support purposeful movement throughout the site. These enhancements will create a cohesive, navigable environment that elevates Trophy Wood Drive from a functional thoroughfare to a signature destination that reflects the character and vitality of Trophy Club



★ Aerial of Roundabout

Open Space Plan

At The Grove at TC, open space should be intentionally woven into the development. Positioned alongside retail, dining, and civic destinations to create a seamless and inviting experience. Rather than being isolated areas, plazas, pocket parks, landscaped courtyards, and green corridors should be strategically placed to encourage movement, social interaction, and lingering. These spaces can host events, provide shaded rest areas, and offer flexible-use lawns that support both passive and active recreation. Specifically around Town Hall, Town Hall should be identified as the prominent anchor where designated open space is designed to support both civic and commercial activities. By prioritizing open space as a central design element, The Grove at TC can foster a vibrant, inclusive, and resilient environment that reflects Trophy Club’s values and supports long-term sustainability.





IMPLEMENTATION & ACTION PLAN

Implementation Guidelines

The Town of Trophy Club Small Area Plan outlines a vision for redevelopment and future opportunities within the area. Achieving this vision will require collaboration between the Town, the Economic Development Corporation, and the broader community. As the Town moves forward with implementation over the next decade, new trends, opportunities, and challenges will arise, making flexibility essential in prioritizing and advancing projects.

The implementation guidelines are intended to support decision making by Town staff and elected officials. The implementation matrix details each action item, identifies the guiding principle it supports, assigns responsibility for execution, and establishes its priority to help ensure strategic and effective progress.

Some key questions are identified below to help the Town make an informed decision as projects are identified or new projects emerge for implementation.

Key Considerations

1. Guiding Principles Compatibility

At the beginning of this process, five guiding principles were established to serve as the goals of this process and the overall plan. The Grove at TC represents a welcoming and vibrant hub, enhanced connectivity and accessibility, thoughtful and integrated development, a signature public amenity and community gathering space, and maximize economic impact and branding. Using these principles as the benchmark for every proposed project in the area ensures that The Grove at TC remains true to the Trophy Club vision.

- Does this project achieve one or more of the guiding principles for the Town?

Key Themes

1. Meeting Town Goals
2. Serve Community Needs
3. Economic Resiliency

2. Community Needs

Through community engagement, residents shared their priorities and concerns, which directly informed the preferred plan and shaped these implementation recommendations. To achieve sustainable growth and maintain a high-quality place that residents will embrace, their feedback must remain central to every implementation decision.

- How will this project have an overall impact on the community?
- Does it address any of the concerns or needs, raised through the community feedback of this small area plan?
- Does this plan integrate open space in a thoughtful away?

3. Economic Advancement

Long-term economic/fiscal benefits should be evaluated for development or redevelopment projects within The Grove at TC. This will ensure alignment with the Town’s economic goals to enhance the quality of life for residents while also maintaining competitiveness within market. The Town should prioritize investments and strategic partnerships that maximize benefits for all stakeholders and strengthens the community’s future.

- What is the fiscal impact of the project?
- How does the project contribute to the economic goals of Trophy Club?
- How does the project demonstrate economic resiliency, ensuring it can adapt to changing market conditions?



Implementation & Action Plan

The below implementation matrix is a strategic tool that outlines actions, priorities and responsibility. It should be used as a framework for tracking progress and ensuring accountability. The matrix on the following page should be reviewed at regular intervals by the Town.

Guiding Principles

-  **A Welcoming & Vibrant Hub**
-  **Enhanced Connectivity & Accessibility**
-  **Thoughtful & Integrated Development**
-  **A Signature Public Amenity & Community Gathering Space**
-  **Maximized Economic Impact & Branding**

Priority

- **High** - these tasks are urgent and can have significant impact on the plan
- **Medium** - These tasks need to be addressed timely, but not urgent
- **Low** - These task can be scheduled for later timeframes and have minimal impact on the plan

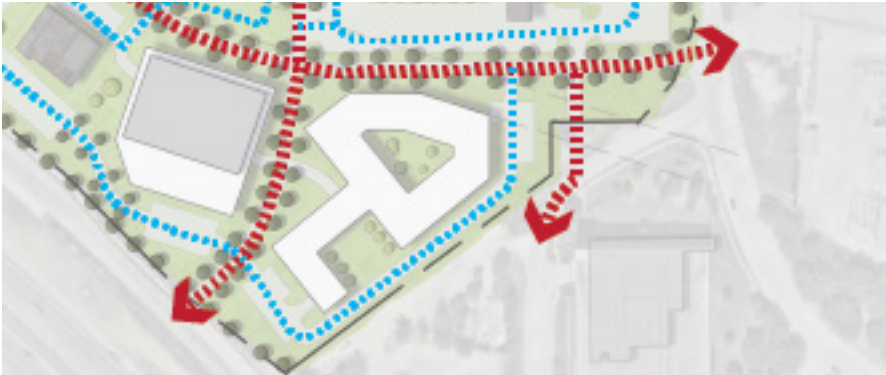
Responsibility

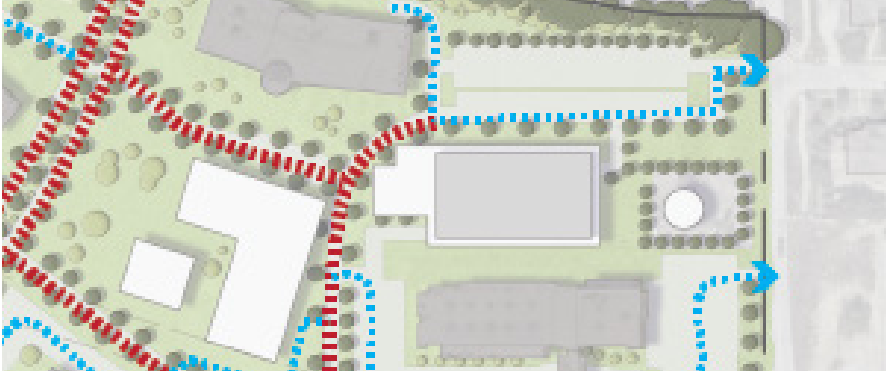
- **TC** - Town Council
- **EDC** - Economic Development Corp.
- **TD** - Town Departments (Staff)

Timeframe

- **When Needed**
- **Ongoing**
- **< 2 Years**
- **3-5 Years**
- **> 5 Years**

Recommendations Type	Theme of Guiding Principle	Action Item	Priority	Responsibility	Timeframe
Policy	    	a. Adopt the “Grove at TC Small Area Plan” policy document to set the vision for the district. This provides a framework for future developers to understand the type of development the town staff, town council, and town residents desire. This mutual understanding of the vision provides predictability and reduces risk to the entitlement process.	High	TC	< 2 Years
Program Management		a. Identify a program/project manager to oversee zoning, financing, infrastructure, developer selection, acquisition, appraisals and other due diligence, and other coordinated tasks.	High	TC, EDC, TD	When Needed
		b. Review area plan at regular intervals to ensure plan remains aligned with market realities and update if market conditions change.	Medium	TC, EDC, TD	Ongoing
		c. Track developer interest and inquiries and regularly update Town leadership.	Medium	TD	Ongoing
		d. Prior to disposition, determine the current market value of Town/EDC parcels based on comparable sales in the area and appraisals. Be sure to consider the added value to a property from the completion of any identified and planned public improvements.	Medium	TC, EDC, TD	Ongoing
Regulation	  	a. Consider creating form-based code for the Grove at TC. Form-based code would communicate predictable and clear design standards and expectations to a potential developer. The form-based code should address the following items: • Architectural standards • Building form • Allowed uses • Signage • Parking • Landscaping • Public spaces	Medium	TC, TD	3-5 Years
		b. Consider revising the current zoning regulations to update design standards that allow for the following:	High	TC, TD	< 2 Years
		i. Update parking requirements to current industry standards, consider reduction of required parking for several uses and provide allowance for shared parking for mix of uses within the Grove at TC.			
		ii. Require 12’ minimum trail width for primary pedestrian paths within The Grove at TC.			
		iii. Update architectural design standards for parking structures.			

Recommendations Type	Theme of Guiding Principle	Action Item	Priority	Responsibility	Timeframe
Regulation		c. Review existing parking agreements to assess potential impacts from new development; if affected, prepare and coordinate proposed amendments by presenting a term sheet or Memorandum of Understanding (MOU) with HG Sply Co.	High	TC, EDC, TD	< 2 Years
Infrastructure		a. Verify detention/retention needs based on the area plan specifically for the development of the vacant parcels.	Medium	TD	3-5 Years
		b. Determine the need for the Town to acquire privately-owned portions of Plaza Dr and Trophy Branch Dr and maintain as Town-owned streets.	Medium	TC, TD	3-5 Years
		c. Validate access management plan with TxDOT and strategy to accommodate ingress and egress at key points.	High	TD	When Needed
		d. Confirm availability, capacity, and design requirements for water supply and sanitary sewer to support coordination of utilities across the district specifically for the development of the vacant parcels and potential redevelopment of the other parcels.	Medium	TD	3-5 Years
		 e. As part of the regular CIP process, identify and plan for (phasing, timing, and financing) infrastructure improvements that are publicly-funded that directly support this area plan. These improvements could include adding onstreet parking, replacing pavement with enhanced pavement at intersections, altering street section of Trophy Wood Dr to add onstreet parking, adding “hooded” left turn only into HG Sply Co. from Trophy Wood Dr, extending sidewalks/trails, landscaping, lighting, and open/park/event space.	High	TC, TD	< 2 Years
		f. Initiate request for interlocal agreement with City of Southlake for proposed realignment of T W King Rd/Plaza Dr intersection as shown on area plan. 	High	TC, TD	< 2 Years

Recommendations Type	Theme of Guiding Principle	Action Item	Priority	Responsibility	Timeframe
Infrastructure		g. Initiate request for interlocal agreement with City of Southlake for proposed vehicular driveway access onto T W King Rd from Town Hall lot. 	High	TC, TD	< 2 Years
Financing	 	a. Explore additional options for a unified financing tool for the district. Some tools may include a public improvement district or extending the timeline of the existing tax increment reinvestment zone. Consider an update to the project and financing plan of the existing tax increment reinvestment zone. Extended the existing TIRZ could serve as a funding tool for the infrastructure items.	High	TC, EDC, TD	< 2 Years
Activation	 	a. Develop a decision matrix that will guide the Request for Proposals (RFP) or Request for Expressions of Interest (RFEI) process. Integrate this decision matrix into a drafted RFP/RFEI document that integrates a summary of the market and feasibility analysis as well as any due diligence materials that would be helpful to respondents. Present the RFP/RFEI to staff and/or council to receive feedback and make refinements.	High	TC, EDC, TD	< 2 Years
		b. Create a list of qualified developers/investors that should be sent the RFP/RFEI. Post the RFP/RFEI on the Town's bid postings page.	High	TC, EDC, TD	< 2 Years
		c. Identify the person responsible for coordinating site visits, promoting the offering, receiving proposals/expressions of interest, organizing and leading a pre-bid conference with staff and prospective developers, assisting with preparing responses to questions asked during the pre-bid conference and an open period for questions, reviewing and analyzing proposals/expressions of interest, and organizing the proposals/expressions of interest into a format that can be presented to staff and/or council for feedback to create a list of finalists for interviews. Coordinate developer interviews and provide guidance as needed on the selection of the preferred developer. Support staff in analyzing the transaction structure and negotiating a memorandum of understanding that includes any incentives requested. Finalize and execute agreements which may include a ground lease, a purchase and sale agreement, and/or a development agreement.	High	TC, EDC, TD	< 2 Years

Recommendations Type	Theme of Guiding Principle	Action Item	Priority	Responsibility	Timeframe
Activation	 	d. Determine appropriate incentive-based tools to promote activation of vacant parcels and redevelopment of other parcels. Said incentives could include the following:	Medium	TC, EDC, TD	3-5 Years
		i. Tax Abatements ii. Façade Enhancement Programs iii. Chapter 380 Agreements iv. State of Texas Incentives v. TIRZ Reimbursements vi. Impact Fee Credits vii. Public/Private Partnerships			



Market Assessment

The Grove at TC

Trophy Wood Drive at

State Highway 114



Circa 2015



October 2025



Acknowledgements

City Council

Jeannette Tiffany - Mayor

Rhylan Rowe - Mayor Pro Tem, Place 4

Stacey Bauer - Place 1

Jeff Beach - Place 2

Dennis Sheridan - Place 3

Garry Ash - Place 5

Steve Flynn - Place 6

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Joseph Longo - Place 5

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James Calaway - Place 7

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Introduction

Executive Summary

Trophy Club is located in one of the fastest-growing areas of the Dallas-Fort Worth Metroplex (DFW) and is positioned along the State Highway 114 corridor. Trophy Club's position between the Dallas-Fort Worth International Airport and Fort Worth's Alliance Airport gives unique access to a large daytime workforce population. Additionally, this corridor's growth as a location for new corporate office, including Fidelity, Charles Schwab, Deloitte, Goosehead Insurance, and Sabre, brings additional daytime activity to the region.

Currently, a majority of the development is along State Highway 114 at the major intersections of Trophy Club Drive West, Trophy Club Drive, and Trophy Wood Drive. Most of the development is neighborhood-oriented and consists of retail stores, strip developments, and convenience-oriented pad sites. This corridor functions as the major corridor between north Fort Worth area to the Dallas-Fort Worth International Airport and east into Dallas County.

With few remaining development sites, this initiative sets forth an innovative and citizen-led process to maximize corridor objectives and address underserved needs that can be satisfied in a context-sensitive way. As part of this process, the planning team identified a number of opportunities to link existing infrastructure and coordinate existing businesses with innovative concepts that can integrate placemaking and walkability while advancing other economic development priorities. Ultimately this initiative will help create additional economic benefit and opportunities for the Town, and maximize the new accessibility afforded by recent and ongoing State Highway 114 improvements.

The study area creates a unique opportunity to create a comprehensive strategy to increase sales tax, increase primary jobs, enhance Trophy Club's identity in the region, and create additional gravity to harness the region's corporate visitors and regional consumers.

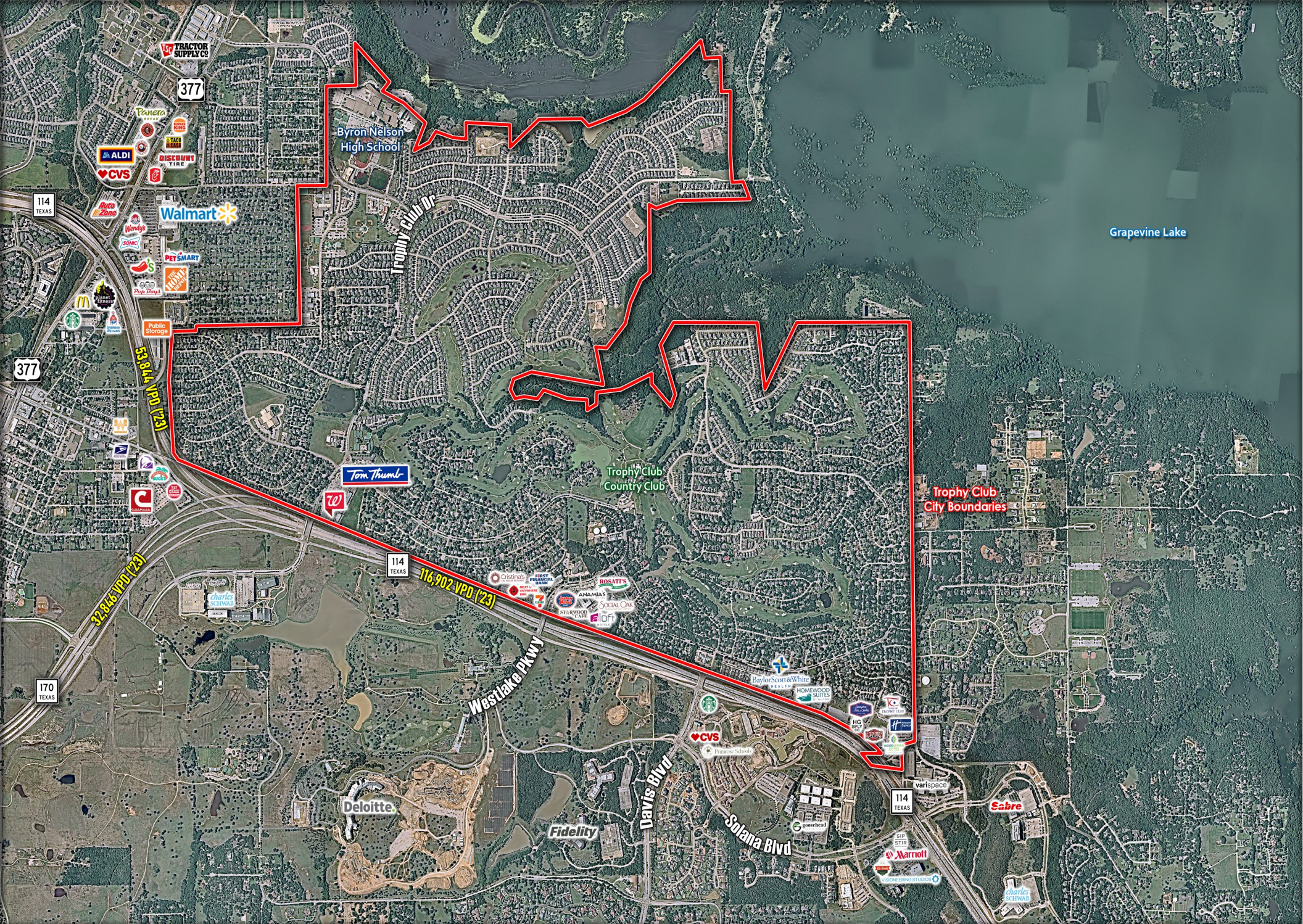
Over the next ten years, the market shows demand for 148,000 square feet of retail and up to 110,000 square feet of office that Trophy Club could capture in this study area, in addition to future entertainment, hospitality, or other amenities.

To maximize the opportunity, future activities should integrate the following principles:

- Promote quality of life
- Leverage and strengthen infrastructure
- Support economic development
- Expand business opportunities
- Function as an amenity to adjacent neighborhoods
- Increase regional gravity and identity

Market Demand	Annual Demand	5 Year Demand	10 Year Demand
Retail	14,821 SF	74,104 SF	148,207 SF
Office	11,056 SF	55,278 SF	110,556 SF

Source: Catalyst Commercial, US Census Bureau, Esri



Regional Context

Northeast Tarrant County and Southern Denton County

The Town of Trophy Club is located in northeast Tarrant County and southern Denton County. The Study Area for this Small Area Plan is located in the southeast portion of the Town at the intersection of State Highway 114 and Trophy Wood Drive. Trophy Club benefits from regional access to DFW International Airport, proximity to Fort Worth, and Dallas, and a strong base of talent and neighborhoods. State Highway 114 is the main corridor that serves the Town.

Trophy Club

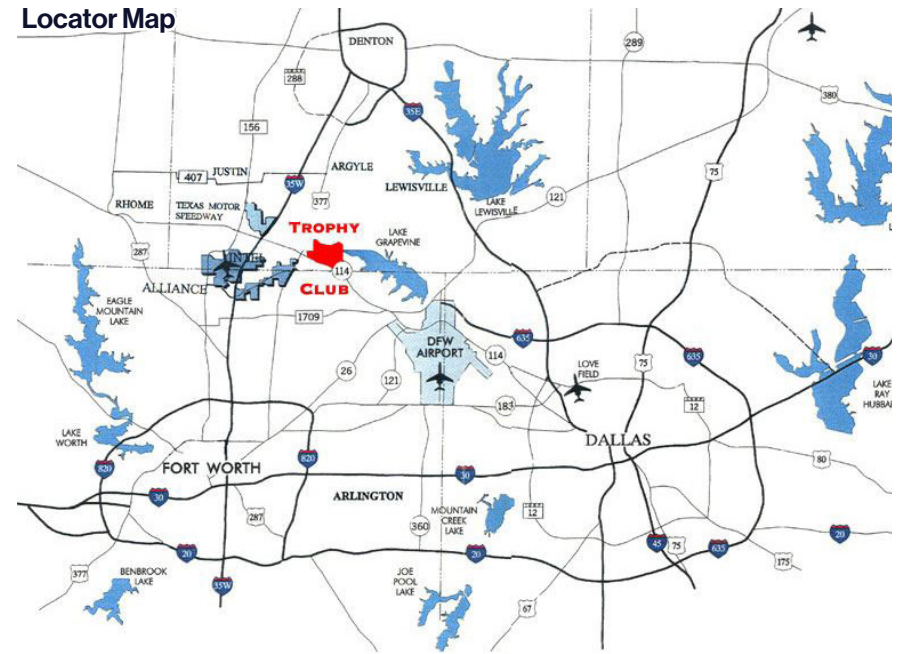
The Town of Trophy Club is a bedroom community that serves the greater region with an educated workforce. Approximately 97.8% of residents commute outside Trophy Club for work with an average commute time of 25 minutes. Trophy Club saw significant population growth from 2000 to 2020, growing from 6,350 to 13,688, but growth has tapered as the Town reaches build-out. Most of the commercial uses are located along State Highway 114 at its intersections with Trophy Lake Drive, Trophy Club Drive, and Trophy Wood Drive. These serve both the local residents and the nearby regional market.

Trophy Club households have strong incomes that are expected to continue to grow over the next five years. The current median household income of \$179,226 is expected to grow to \$200,001 by 2029. Similarly, the average household income of \$209,617 is expected to grow to \$250,243 by 2029.

Additionally, Trophy Club is home to a well-educated workforce. Currently, 67.7% of residents aged 25 or older hold a bachelor's degree or a graduate/professional degree. 96.9% of residents aged 25 or older have a high school diploma.

Trophy Club housing is overwhelmingly single family detached at 97.0% of all housing units. Most of these housing units are owner-occupied (87.7%) and the Town of Trophy Club is expected to maintain this balance in the near term.

Locator Map



Demographic Snapshot	Trophy Club	Trophy Club Primary Trade Area
2024 Population	14,328	53,997
2029 Population	14,095	55,131
Median HH Income	\$179,226	\$160,881
Average HH Income	\$223,467	\$209,617
Median Age	42.4	40.6

Source: Esri

Study Area

The focus of this plan consists of approximately 52.5 acres located around the intersection of Trophy Wood Drive and the State Highway 114 frontage road. This includes Town Hall, Baylor Scott & White Medical Center, WoodSpring Suites, Holiday Inn, Complete Dentistry, The Original Roy Hutchins Barbeque, HG Sply Co, Hampton Inn & Suites, Homewood Suites, The Cell Spa, and The Vineyards at Trophy Club Apartments.



Market Summary

Retail

Dallas-Fort Worth Market

Across the United States, retail markets have failed to keep up with tenant demand for new space, keeping vacancy low and contributing to rent growth. Increased consumer spending has kept demand for retail goods and services high, but increased development costs make it difficult to deliver space at competitive rents while increased operating costs make retailers increasingly selective of their new sites. A general lack of available space has kept leasing activity somewhat constrained.

The Dallas-Fort Worth retail market remains strong with increased tenant demand for space. Strong demand has enabled the market to absorb 30 million square feet of space in the last two years. Most of the activity has been in the Dallas and Fort Worth suburbs. Over the last 12 months, Dallas-Fort Worth has seen the most net absorption of any major US market, at 3.5 million square feet. Approximately 70% of these spaces are pre-leased before delivery. Over the last five years, demand outpaced supply, increasing rates and decreasing vacancy for both new and existing inventory. This has resulted in elevated YOY rent growth of 4.5% or greater for ten consecutive quarters, which creates a favorable climate for the development of more space.

Trophy Club/Roanoke/Westlake retail submarket

The total Trophy Club/Roanoke/Westlake retail submarket comprises 1.71 million square feet of retail inventory. The largest class is Power Center, which is comprised of 434,964 square feet. Vacancy is 4.8% in power centers, and there have been 10,000 square feet of negative absorption in this asset class over the past year. The second greatest asset class in the submarket is Neighborhood Center at 333,827 square feet. Vacancy is 2.9% in Neighborhood Centers, and 5,700 square feet have been absorbed in this asset class over the past year. Strip Centers represent 145,198 square feet. Vacancy is 17.5% in strip centers, and there have been 17,000

square feet of negative absorption in this asset class over the past year. General Retail is 776,358 square feet. The vacancy rate for General Retail is 4.4%, which is slightly lower than the overall market. There have been 23,000 square feet of negative absorption in this asset class over the past year. This represents roughly half of all vacancies.

This submarket has a total vacancy rate of 6.0% across all asset classes. This represents a 2.8% increase since last year. Due to turnover, there have been 47,000 square feet of negative absorption, and with the increased cost of development, there have only been 950 square feet of net deliveries so far in 2024, a single-tenant building on US Route 377 in Roanoke. With lower inventory, rents have increased 4.6% in the past 12 months and are currently around \$27.00 per SF overall. While there has been negative absorption, to make up for a lack of deliveries in 2024, there are nearly 11,000 square feet under construction with completion nearing the end of 2024. Additionally, there are 30,000 square feet of retail planned to start construction at the end of 2025 in Entrada in Westlake.

Just outside of this submarket to the east in Southlake there are two potential retail developments that could compete with the study area.

- Carillon Parc: On the northeast corner of SH 114 and N White Chapel Blvd, this project will include retail, restaurants, office, a hotel, and residential.
- Southeast corner of SH 114 and Kirkwood Blvd: Potential for small format retail and restaurant, though the project is proposed and does not yet have entitlements.

Current vacancy is higher than its trailing three-year average of 4.5%. However, this figure is lower than the Dallas-Fort Worth market trailing three-year average of 4.7%. Rents have increased 16.0% over the past three years, higher than the Dallas-Fort Worth market average of 15.3%.

Trophy Club

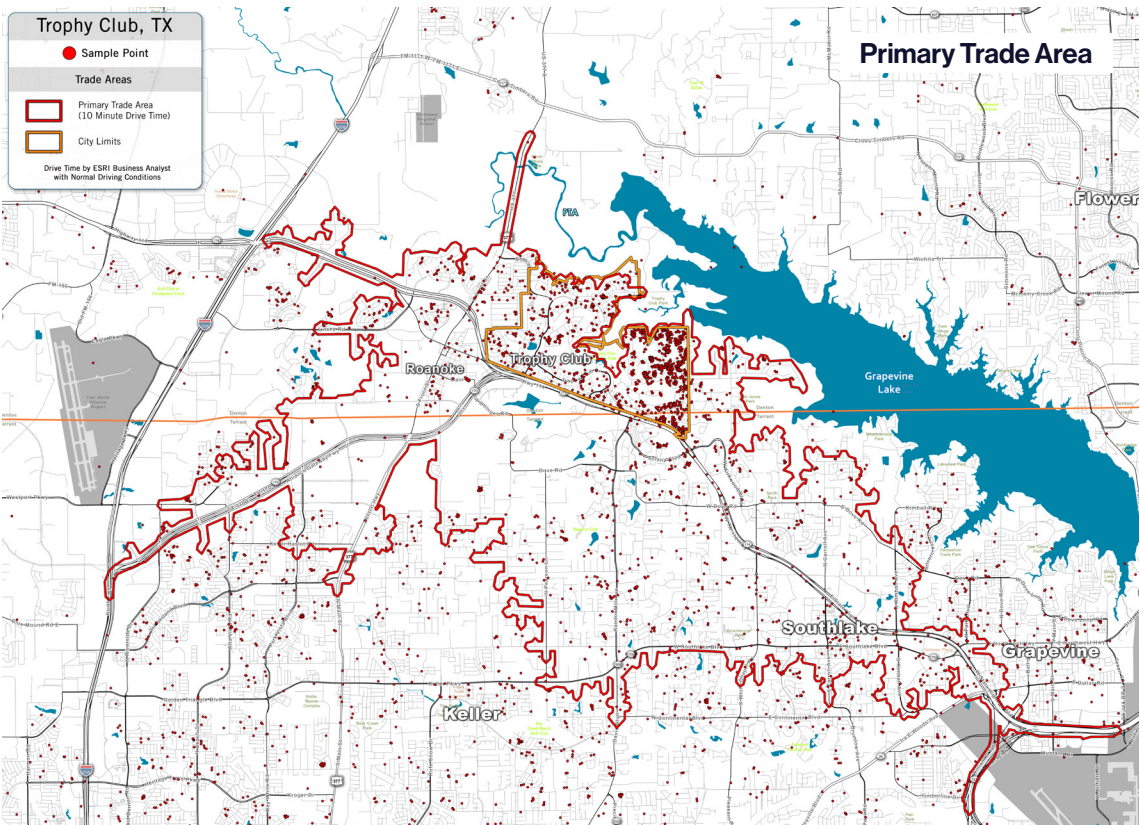
The Trophy Club retail market has approximately 202,000 square feet of inventory. The three primary centers within Trophy Club are:

- Trophy Club TownCenter: This is the newest mixed-use shopping center located on the northeast corner of State Highway 114 and Trophy Club Drive with a mix of national retailers, local shops, destination restaurants, a 110 room hotel, 250 units of urban residential, and 39 townhomes.
- The Shoppes of Trophy Club: This center is located at State Highway 114 and Trophy Club Drive, adjacent to Trophy Club Town Center, and includes various strip centers, Meat-U-Anywhere BBQ, and 7-Eleven.
- Trophy Club Plaza: This is a Tom Thumb grocery anchored neighborhood commercial center with additional neighborhood serving uses including Starbucks, Verizon, Bank of America, and Walgreens. Trophy Club Plaza is located at the entrance to Trophy Club. With frontage on Highway 114, this shopping center helps create a regional trade area serving the local market as well as Westlake, Roanoke, North Keller & Southlake.

The Trophy Club market has approximately 12,000 square feet of vacancy, a 5.9% vacancy rate. There have been 3,600 square feet of net absorption over the last 12 months. The market asking rent is \$28.56, which is slightly higher than the submarket.

To understand retail demand, Catalyst Commercial looked at the estimated capture of market activity by Trophy Club. This capture is calculated on the forecasted market growth in the Primary Trade Area which is a function of both population growth and increases in spending on retail goods.

An increase in population and household incomes in the Primary Trade Area results in an increase in retail spending of \$111.2M from 2024 to 2029. Trophy Club could expect to capture 20% of this new retail need, resulting in an annual retail demand for Trophy Club of 14,821 square feet.



Trade Area Methodology

Trophy Club's Primary Trade Area (PTA) was based on customer intercepts at existing retail within Trophy Club. The last 5% intercepts were discarded as outliers. The remaining 95% were used as the sample pool. Using 65% of the sample pool, Trophy Club has a PTA equal to a 10-minute drive time.

The Trophy Club PTA captures a population of 53,997.

Trophy Club	Annual Retail Absorption (SF)
2024 YTD	2,935
2023	6,232
2022	52,504
2021	4,995
2020	12,292
2019	3,889
2018	1,200
2017	9,871
2016	0
2015	13,626
2014	18,667

Source: CoStar

Office

Economic uncertainty and a changing workforce model over the last few years has changed the dynamics of the office market. Net absorption of office space across the United States has been negative since the beginning of 2020. Across Dallas-Fort Worth and the nation, companies are becoming ever more efficient with their office space, and the average lease size has dropped 17% when compared to leasing activity in 2017-2019.

Since 2020, many companies have delayed or canceled renewals and/or expansion. During this time there has been a flight of office users to quality, as companies attempt to provide additional amenities to attract employees. A large portion of new office construction within Dallas-Fort Worth, particularly larger format corporate office, is located along State Highway 121 and the Dallas North Tollway in the cities of The Colony, Frisco, Plano, and Allen. This submarket of Dallas-Fort Worth has experienced, and is projected to continue to experience, explosive population and economic growth.

The overall slowdown of office space development within the Dallas-Fort Worth market, combined with steady demand for quality office space, has resulted in fewer options for new, high-quality office space that has the amenities and location that make the space attractive to tenants. The current construction pipeline in Dallas-Fort Worth is near a ten year low which will affect the office market for some time due to long development timelines for ground-up development.

The mixed-use environment of the study area makes it an attractive location for small-format office. HG Sply Co and The Original Roy Hutchins Barbeque are frequented by office employees walking on the State Highway 114 sidewalk to get lunch, despite the journey being relatively unfriendly to pedestrians. Connectivity to development to the east and including office space within the study area will only increase the daytime activity that will spend money at restaurants and retail within.

Capture from Market Growth

The Trophy Club PTA population is expected to grow a total of 2.1% over the next five years. Looking at small-format office as a function of population and economic growth in the PTA, it is estimated that Trophy Club could capture and absorb 7% of this market growth, resulting in an annual demand from market growth of 2,283 square feet.

Capture from Market Turnover

As office space in the marketplace ages and the needs of users change, office spaces reach the end of their useful life and new space needs to be developed to fill the gaps created by aged space. Many factors in office space decisions have changed in the last few decades with changes in technology and the advent of different working formats such as a hybrid or remote workforce model. It is estimated that 2% of office space becomes obsolete annually (a conservatively assumed 50-year lifecycle for new space) and Trophy Club can capture 7% of the new demand created by market turnover, resulting in an annual demand of 8,773 square feet.

The combined annual office demand from regional market growth and turnover is 11,056 square feet.

Intentionally blank

- 1 Oncor easement, need access from within community
- 2 Pedestrian and Golf Carts coming from neighborhood to eat at restaurants
- 3 Approved PD with Townhomes
- 4 Drainage
- 5 190 Spaces in Perpetuity (Need to provide and solve for parking)
- 6 Firelane without Sidewalks (More sidewalks needed)
- 7 Private Drive - Only Connection to Southlake (Heavily Used)
- 8 Hotel at Town's Eastern Gateway
- 9 Planned Offramp - Under construction
- 10 Neighborhood Unity

LEGEND

- TIRZ Areas
- Site
- Trophy Club City Limits
- Parcels
- Contour Lines (ft)
- Vacant Areas



0 300 600 1,200 US Feet

The Grove at TC

This study area consists of 52.5+/- acres and is located at the intersection of State Highway 114 and Trophy Wood Drive in Trophy Club. The area consists of a multitude of property owners. The vision for this area includes additional retail, restaurants, entertainment, corporate users, signature amenities, and other complimentary uses.

A Thriving Mixed-Use Corridor

A thriving mixed-use corridor is an important part of a strong community. It contributes to the city's image, reflects its values, and improves quality of life for Trophy Club's residents and visitors.

- Improves quality of life
- Creates an identity for local and regional tourists
- Increases the tax base
- Increases jobs
- Mitigates retail leakage

Opportunities

- Enhance the visibility of Trophy Club with first-class development along the frontage that creates differentiation and appeal
- Leverage vacant Town-owned properties
- Expand destination retail/restaurants and "eatertainment"
- Expand public amenities that can increase connectivity and create placemaking within the study area
- Harness the strong traffic counts
- Capitalize on the State Highway 114 ramp reversal which will provide greater accessibility

Constraints

- A majority of the property in the study area is built-out
- Non-complimentary uses
- Expensive acquisitions
- Existing infrastructure creates barriers and constraints to new development



Program Justification

The table below is a comparison between the existing market supply (or inventory) and the demand that this site could capture in a ten year period. The results show a substantial amount of availability in this market over the ten year time horizon. This concept (Concept 2B) demonstrates how the site can accommodate a portion of future demand.

The total retail program is forecasted to be absorbed within fourteen years, the office program is forecasted to be absorbed within three years, and the residential program is forecasted to be absorbed within one year based on current market conditions. As this site matures, these absorption forecasts would likely shorten, meaning the proposed program would be absorbed faster than forecasted.



Note: This analysis was conducted on the conceptual program (Concept 2, minus building 9) proposed for undeveloped sites only. Redevelopment sites (buildings 3, 4, 18, 19, 20, and 21) and existing uses (buildings 2, 6, 8, 10, 11, 16, and 17) were excluded from this analysis. Building 9 was excluded from Concept 2B.

	Annual	Demand 5-Yr	10-Yr	Program	Difference (10 Yr Trophy Club Demand - Proposed Program)
Retail and Dining	14,821 SF	74,105 SF	148,210 SF	214,808 SF	66,598 SF
Office	11,056 SF	55,280 SF	110,560 SF	30,133 SF	80,427 SF
Residential	175 units	875 units	1,750 units	69 units	1,681 units

Source: Catalyst Commercial, McAdams, CoStar

Market Test

To understand the viability of the conceptual program, a market test was conducted to evaluate if the estimated cost of the project could be justified based on existing market rents. The analysis was conducted on the preferred concept, Concept 2 (excluding Building 9).

The land area shown in the calculations below are based on a proportionate share of use types within each building shown on the concept. Nearby comparables for land values (\$18.00 PSF) and construction cost assumptions were used to calculate total estimated development costs. Market rent (retail, office, and dining) and sale (owner-occupied residential) assumptions were used to calculate potential income.

Net operating income was calculated from projected gross income (rents times rentable building area, rents between \$30.00 and \$33.00 PSF annually for retail, office, and dining) less operating expenses and vacancy. Net operating incomes by product type were divided by market cap rates assumptions (between 6.0% and 8.5% depending on product type) to estimate total value.

The conclusion of this analysis was to subtract the estimated cost of development from the estimated value of the development at buildout to understand potential profit or gap by product type. Based on these assumptions, the yield from each product type is greater than the assumed development costs.

Project Value	Retail	Office General	Dining	Owner-Occupied Residential	Total
Land Area	160,250 SF	30,133 SF	54,558 SF	111,660 SF	356,601 SF
Avg Unit Size				2,000 SF	
RBA or Units	75,091 SF	22,544 SF	27,908 SF	69 units	
Market Rent	\$33.00 PSF	\$30.00 PSF	\$33.00 PSF		
Market Sales Price				\$295.00 PSF	
Projected Gross Income	\$2,478,003	\$676,320	\$920,964		\$4,075,287
Net Operating Income	\$1,963,179	\$451,782	\$729,627		\$3,144,588
Estimated Total Value	\$32,719,652	\$5,315,080	\$12,160,446	\$40,451,875	\$90,647,052

Development Scenario	Retail	Office General	Dining	Owner-Occupied Residential	Total
Estimated Land Cost	\$2,884,509	\$542,386	\$982,048	\$2,009,875	\$6,418,818
Estimated Construction Cost	\$16,355,581	\$4,667,605	\$6,011,148	\$30,879,581	\$57,913,916
Estimated Total Development Cost	\$19,240,090	\$5,209,991	\$6,993,196	\$32,889,457	\$64,332,734

Profit / Gap (Value - Cost)	\$13,479,562	\$105,089	\$5,167,249	\$7,562,418	\$26,314,319
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Source: Catalyst Commercial, McAdams, CoStar, NTREIS

Fiscal Impact

The proposed conceptual program has a number of direct fiscal benefits to the Town in the form of sales tax revenue from new retail and dining sales as well as property tax revenue from new retail, office, dining, and residential building value. Property tax revenues from business personal property were not included in this analysis.

Direct fiscal benefits at buildout of property and sales tax revenue to the Town are estimated to be \$974K. This analysis does not include fiscal impacts to other taxing entities such as Tarrant County, the school district, or any special taxing entities.

In addition to these direct fiscal benefits, the addition of residential and office space to this project will bring additional retail and dining spending (indirect fiscal impacts) in other areas of the Town.

Assumptions	Retail
Trophy Club Sales Tax	2.0%
Trophy Club Property Tax Per \$100 of Value	\$0.415469

Source: Town of Trophy Club

Fiscal Impact at Buildout	Retail	Office General	Dining	Owner-Occupied Residential	Total
Projected Taxable Sales	\$22,527,300		\$8,372,400		\$30,899,700
Projected Taxable Value	\$32,719,652	\$5,315,080	\$12,160,446	\$40,451,875	\$90,647,052
Sales Tax Revenue	\$450,546		\$167,448		\$617,994
Property Tax Revenue	\$135,940	\$22,083	\$50,523	\$168,065	\$376,610
Estimated Town Annual Tax Revenue	\$586,486	\$22,083	\$217,971	\$168,065	\$994,604
Estimated Town 10-Yr Tax Revenue	\$5,864,860	\$220,825	\$2,179,709	\$1,680,650	\$9,946,044

Source: Catalyst Commercial, McAdams

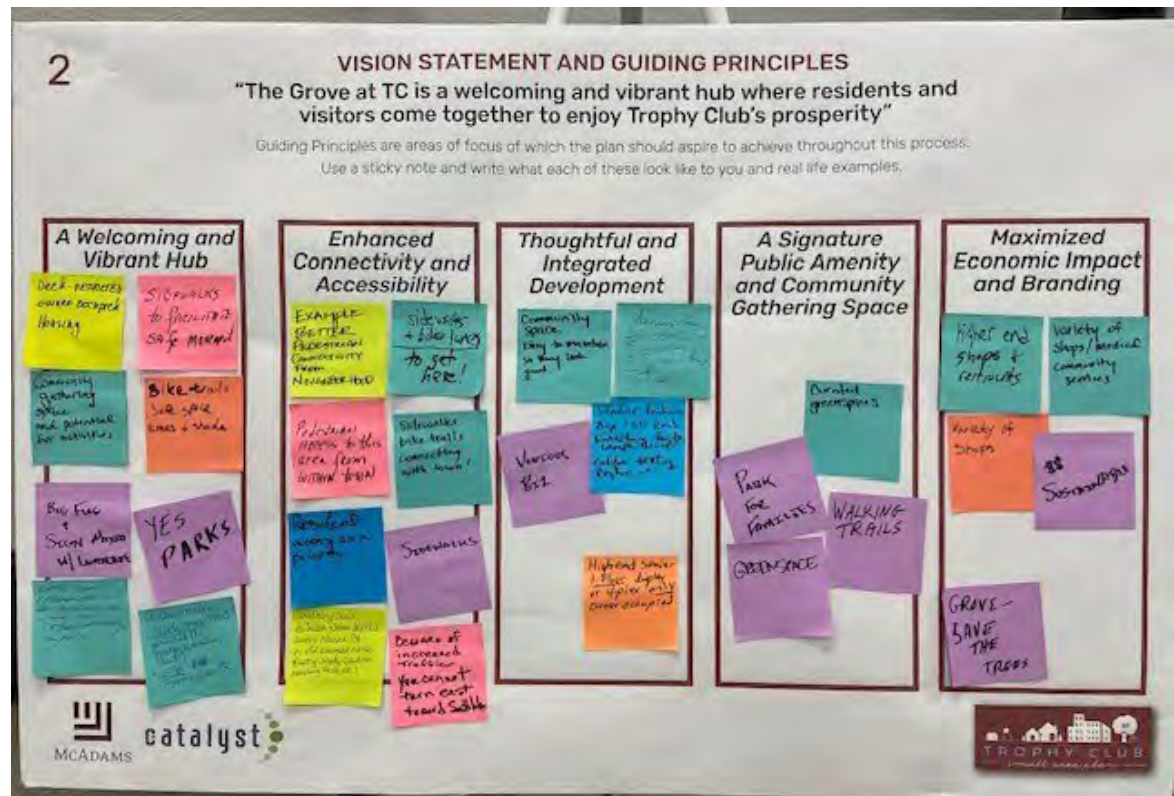


Open House Data Collection:

Number of Attendees: 23

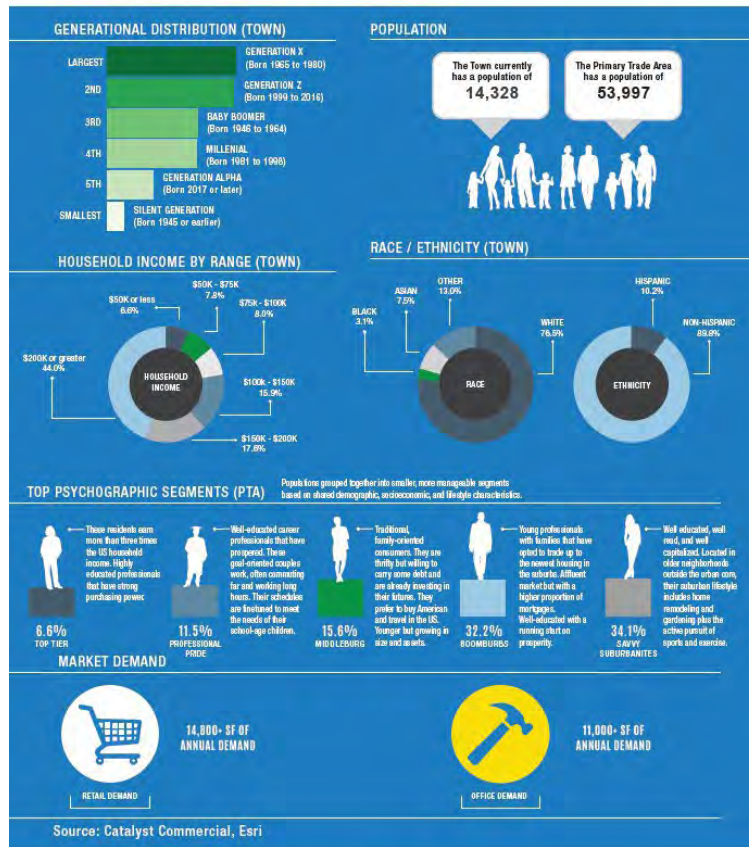
On Monday, November 18th, 2024 the Open House meeting was held to give residents another opportunity to provide feedback in person and to allow for discussion regarding the plan with consultants and the committee. There were two in-person sessions available to residents: 12:00-2:00 pm and 6:00-8:00 pm. Communication for the Open House included displaying it at Town Hall, posting online, resident emails, social media outreach, including in Town's weekly newsletter, and a QR code at Town Hall. Approximately 23 residents participated in this event and were asked the same series of questions as the online survey. The following information was gathered.

Board 2: Residents were asked to review the five Guiding Principles established by Trophy Club's leadership team. When asked what each of these guiding principles mean to them, residents shared that the following elements align with the Plan: Connectivity, Businesses, Community Spaces, and Housing for 55+





DEMOGRAPHIC SUMMARY



Board 3: Trophy Club is home to long standing family oriented community of approximately 14,328 residents as of 2024. The population is marked by a broad generational mix, with Generation X leading, followed closely by Generation Z helping to contribute to the family-oriented lifestyle that shown throughout Trophy Club. The towns median household income is around \$200,000 and about 89% of the housing units are single family. Within the 14,328 residents about 76% of the residents are non-Hispanic white.



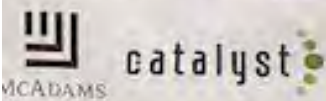
Board 4: To further understand the site, residents had the opportunity to identify areas on a map that are strengths for the area. They identified green space, the area location along SH 114, and existing hotels were factors that gave this area strength.

In contrast to the strengths, residents were then asked to identify constraints of the area. The majority noted that limited sidewalk connections and extensions, as well as difficult traffic flow, were the predominant weaknesses of the area. Specifically, along Trophy Wood Dr residents expressed concern for problematic traffic circulation into the businesses and cutting through the site.



WHAT ARE THE STRENGTHS AND WEAKNESSES

Place a dot on the areas you believe are strengths and weaknesses. Use a **green** dot for strengths and a **red** dot for weaknesses. Then go to the additional comments board and describe why.



STRENGTHS

Source:
hick. person
for trans-
IARCT.

Given
Space

S/6
strong
bushy

2. Print out
for "Gross"
Gross plus

3
Change to
padding
Structure
and 4 bit per
row

7
Alterates
Dose constant

like the
on-ramp
off-ramp

WEAKNESSES

Example:
Site is Duvvuru
No East West
Procedures
Governing

Dispute the
Vehicle
Consent form

Lowest
Variance
Across
Years

3rd floor
to University
university

① No internet
② Distracted
driver

3/ traffic flow
unsafe

12-
with some
...
...
...
...
...
...

No
Sidekick
No

Wanted to see SR
Lund facility

(7) Lack of sidewalks/pedestrian areas

4
S. aureus isolated

Nosy
not connected
to rest of
community

1. The best
growing
water is
the redwater
water

Plants grow
up within 10
miles of
river

ROAD
No. 111

Explain the concept
of a point in a
set.

party of local
parent
(don't do parking
notice)

Power left in
percentage count

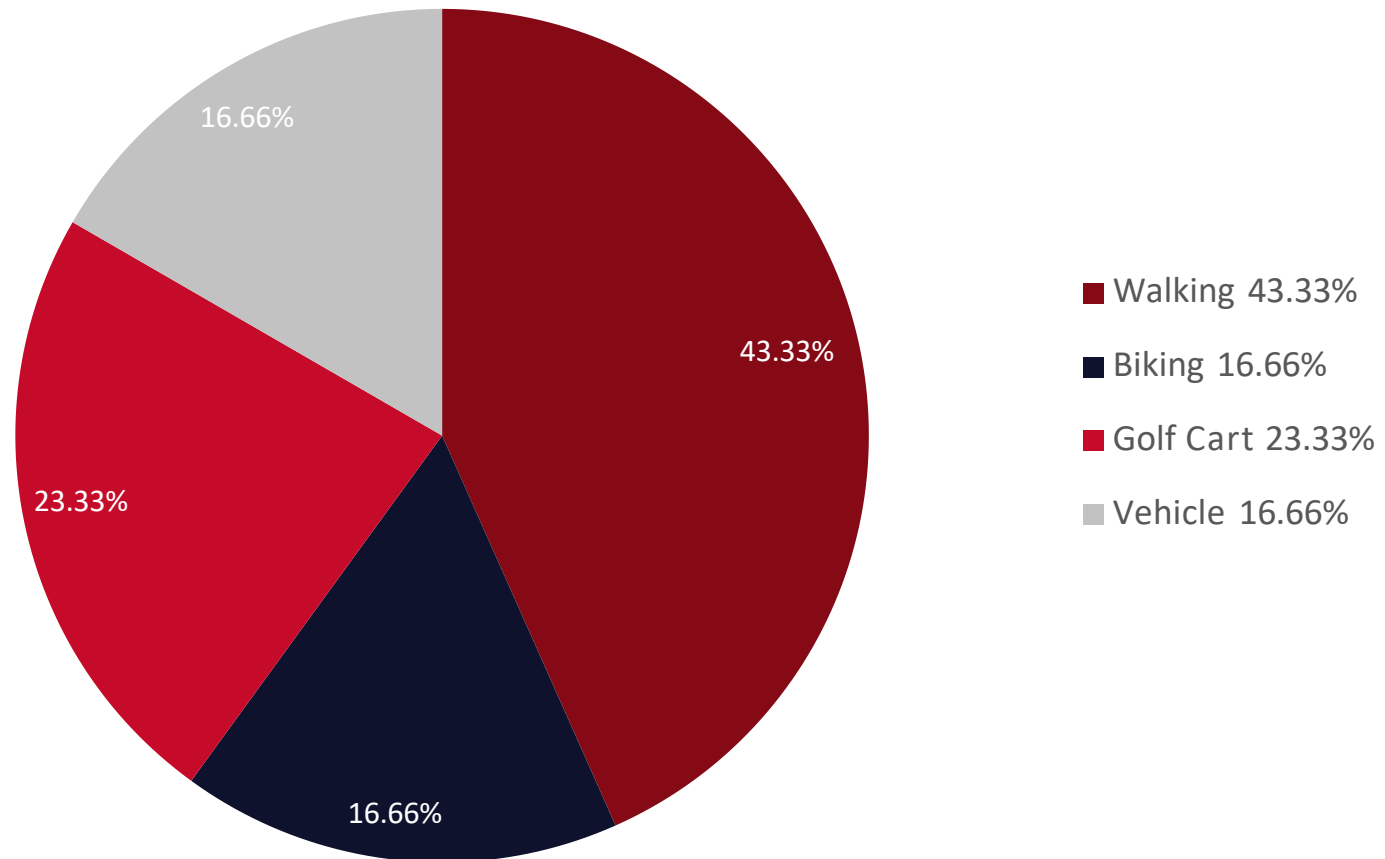
Homework -
Sundays -
George &
Joan

TC 75
over -
residential use

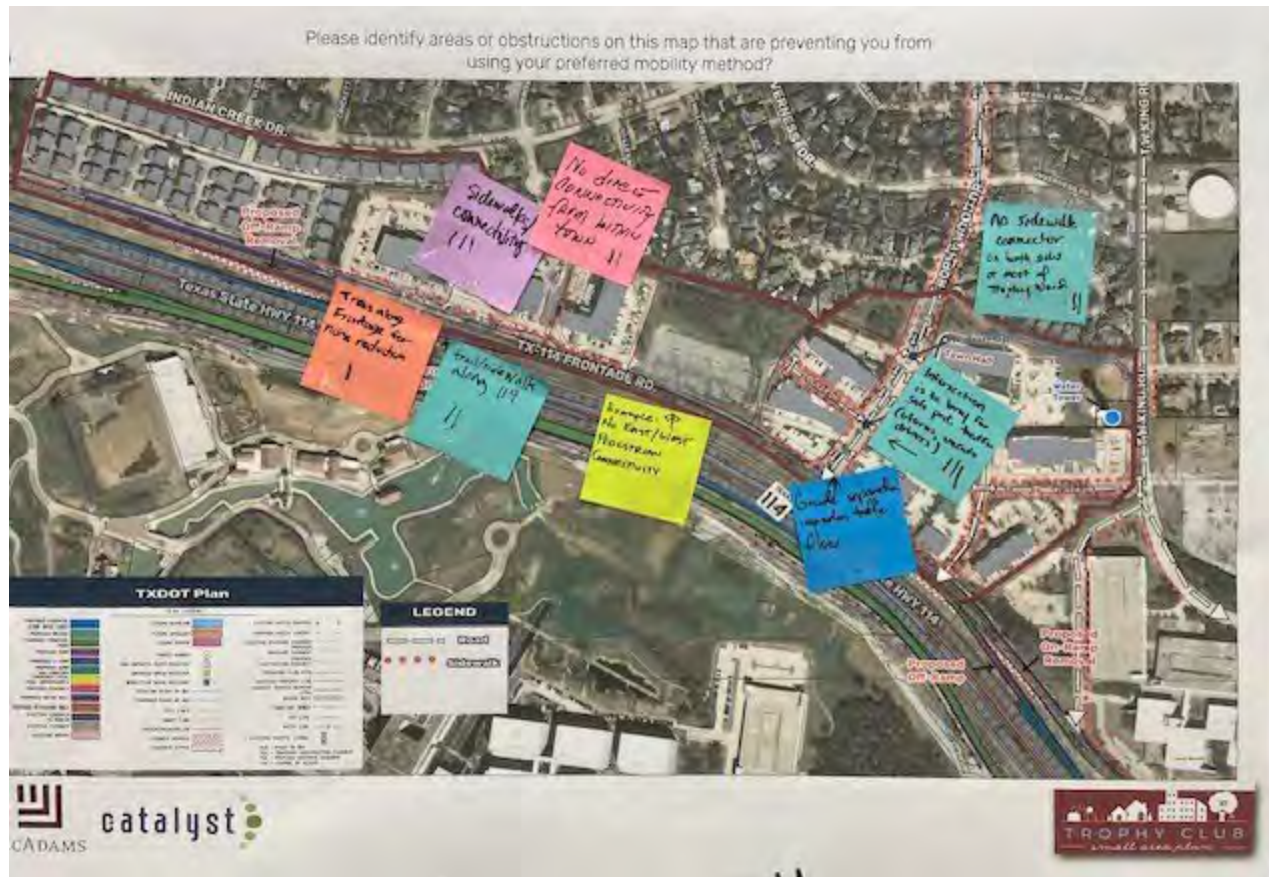


Board 5:

Question 5: If you could choose only one of these mobility methods, what would you prefer to use to access this area?



Board 5: When asked what mobility method residents preferred to use to access this area, about 43% of respondents said walking. However, when asked what was preventing them from using their preferred mobility method, almost 65% said the lack of connectivity within this area prevented their use because they did not feel safe since there are missing pedestrian connections and they did not want to walk within the street.



Board 7: At the end of the questions residents were asked analyze the different components that contribute to successful placemaking. These components were shown as images of various site elements such as enhanced streetscape, gathering areas, urban streets, dining, urban flats, plazas, entertainment and retail. Residents then had the opportunity to place a dot next to the placemaking elements they thought were important and would like to see in this area. The highest ranking element was walkability, followed by outdoor seating in second place. Dining and plaza were tied for third.

Place Making

The image below identifies key elements needed to create a welcoming and vibrant hub that brings people together to enjoy the prosperity of the community. Put a green dot on the element you would support for this area.



Place Making

The image below identifies key elements needed to create a welcoming and vibrant hub that brings people together to enjoy the prosperity of the community. Put a green dot on the element you would support for this area.

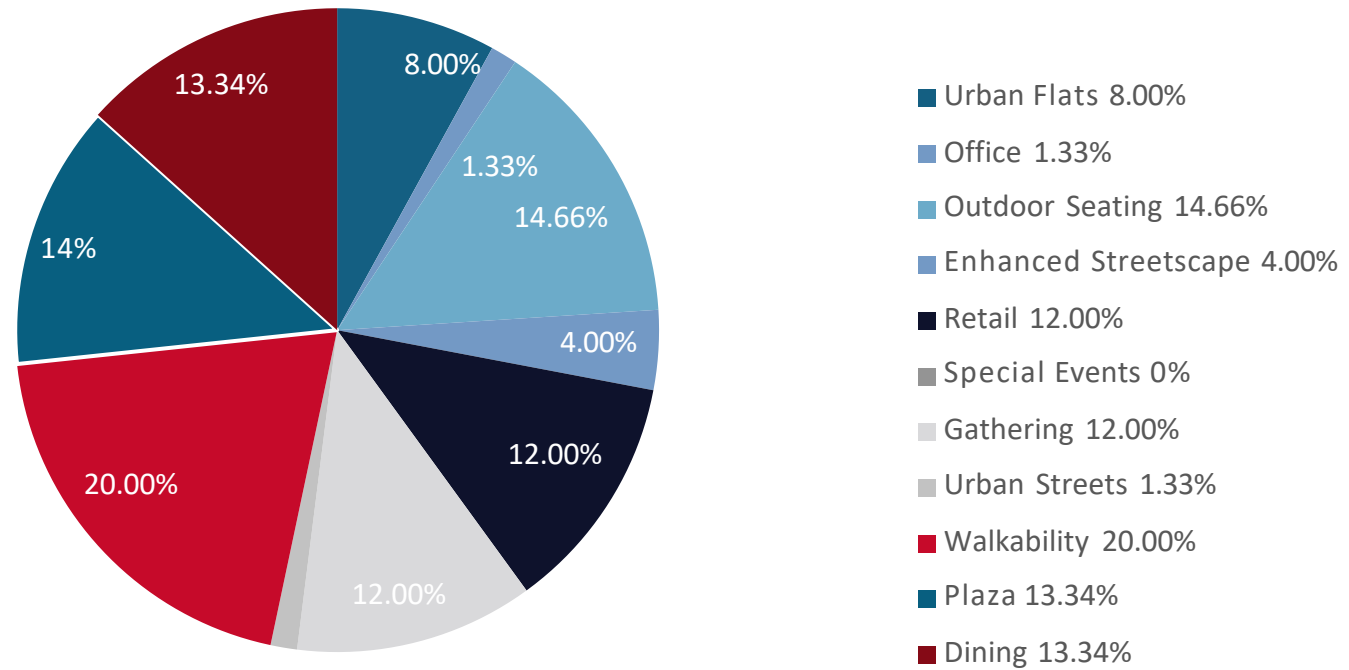


7

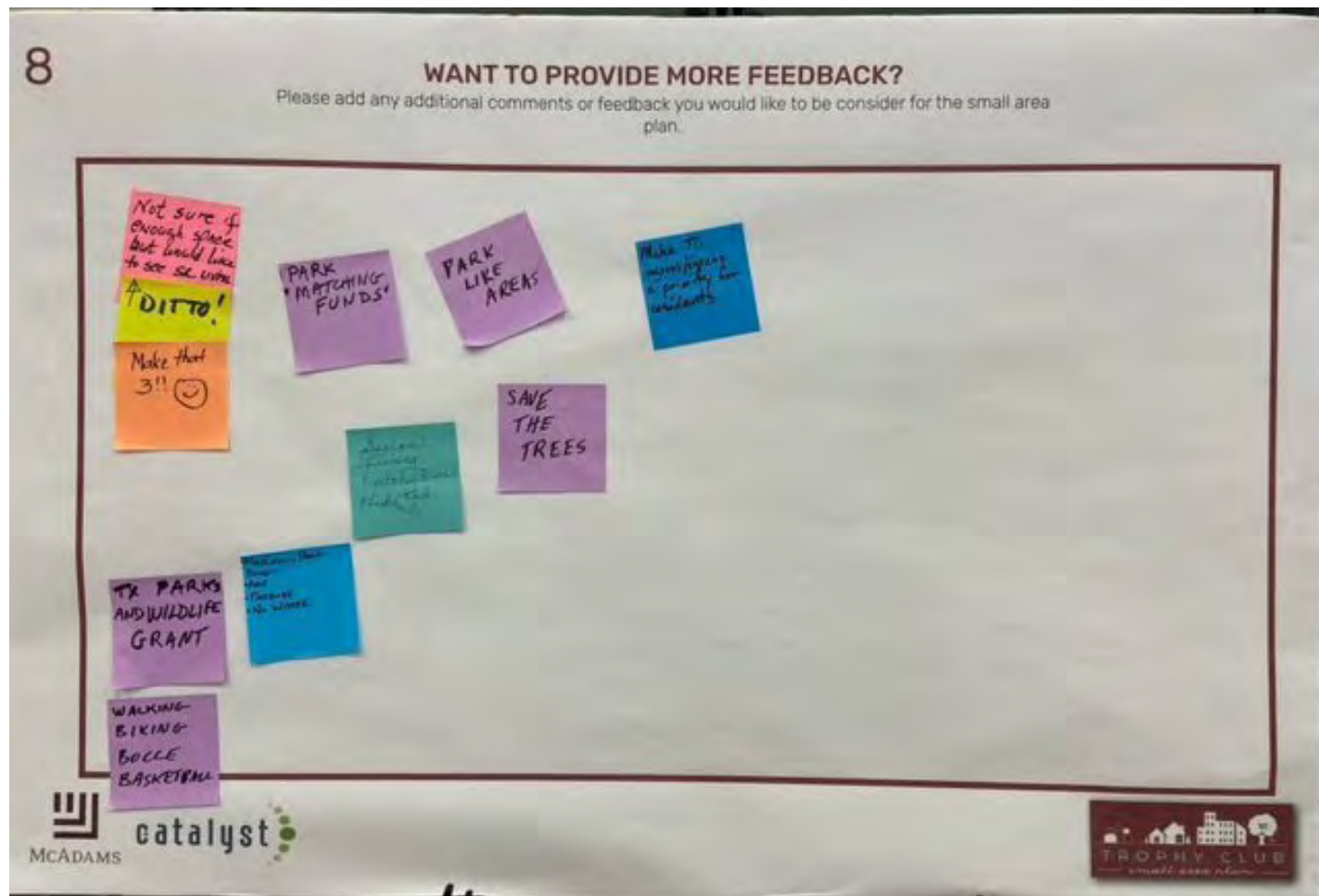
PLACE MAKING

Dining	Plaza	Urban Flats	Retail	Office	Gathering	Special Events	Enhanced Streetscape Events	Outdoor Seating	Urban Streets	Walkability
										

Question 7: The images above identify key elements needed to create a welcoming and vibrant hub that brings people together to enjoy the prosperity of the community.
Which elements would you support for this area?

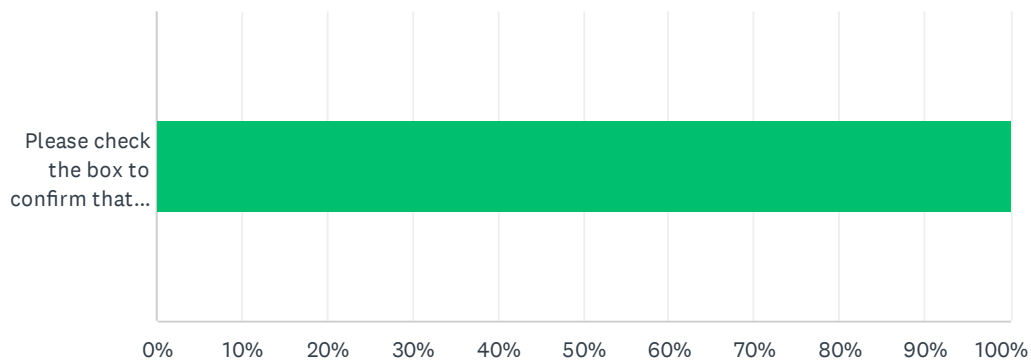


Board 8: Although urban flats ranked lower on the elements that would be supported residents seemed to support it after discussion on what this could look like and if the market would support it. Additional comments regarding a need for 55+ housing was also provided.



Q1 Small Area Plans seek to:•Involve the community in developing a long-term vision for that area.•It will define policies and actions that will guide how the area should be maintained or changed in the future.•Identify future land uses in an overall community-wide context.•Recommend future infrastructure improvements to sidewalks and the street network•Provide urban design guidance•Provide implementation guidance for private and public investments and strategies that should be pursued to realize the vision for the area

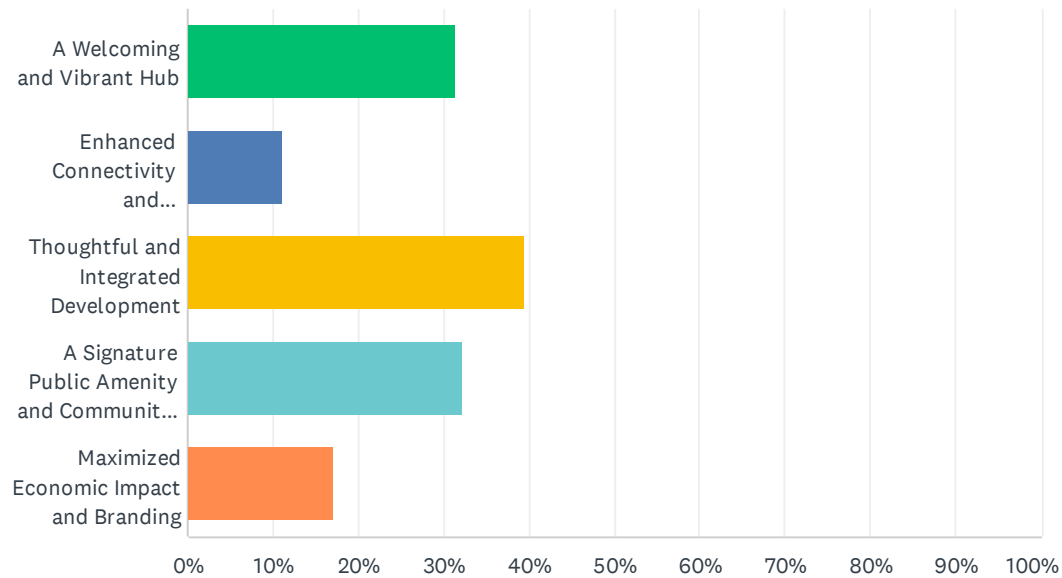
Answered: 595 Skipped: 0



ANSWER CHOICES		RESPONSES	
Please check the box to confirm that you have read the statement above.		100.00%	595
Total Respondents: 595			

Q2 Which guiding principle speaks to you the most?

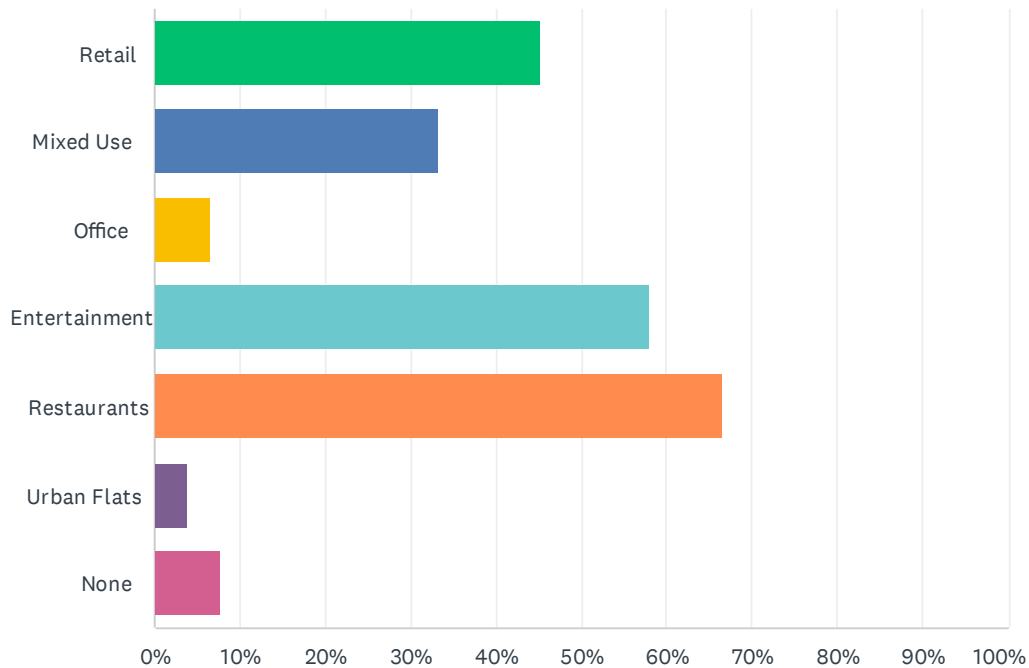
Answered: 555 Skipped: 40



ANSWER CHOICES	RESPONSES	
A Welcoming and Vibrant Hub	31.35%	174
Enhanced Connectivity and Accessibility	11.17%	62
Thoughtful and Integrated Development	39.46%	219
A Signature Public Amenity and Community Gathering Space	32.25%	179
Maximized Economic Impact and Branding	17.12%	95
Total Respondents: 555		

Q4 What uses are you looking for?

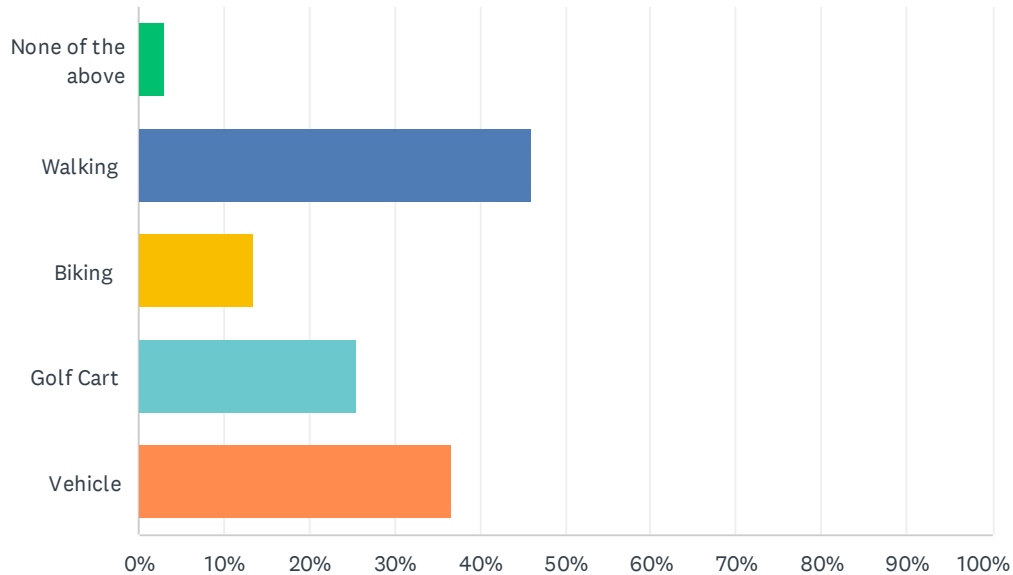
Answered: 445 Skipped: 150



ANSWER CHOICES	RESPONSES	
Retail	45.17%	201
Mixed Use	33.26%	148
Office	6.52%	29
Entertainment	57.98%	258
Restaurants	66.52%	296
Urban Flats	3.82%	17
None	7.64%	34
Total Respondents: 445		

Q9 If you could choose only one of these mobility methods, which one would you prefer to use to access this area?

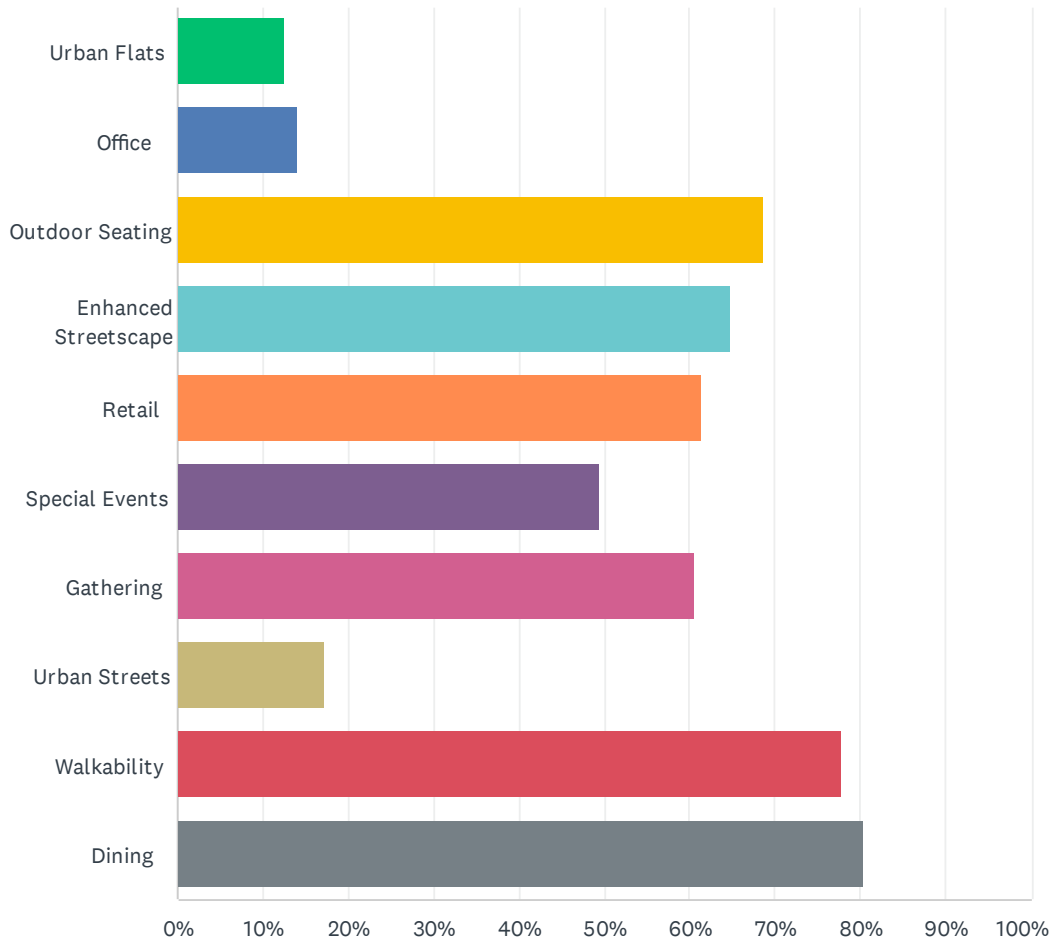
Answered: 359 Skipped: 236



ANSWER CHOICES	RESPONSES	
None of the above	3.06%	11
Walking	45.96%	165
Biking	13.37%	48
Golf Cart	25.63%	92
Vehicle	36.77%	132
Total Respondents: 359		

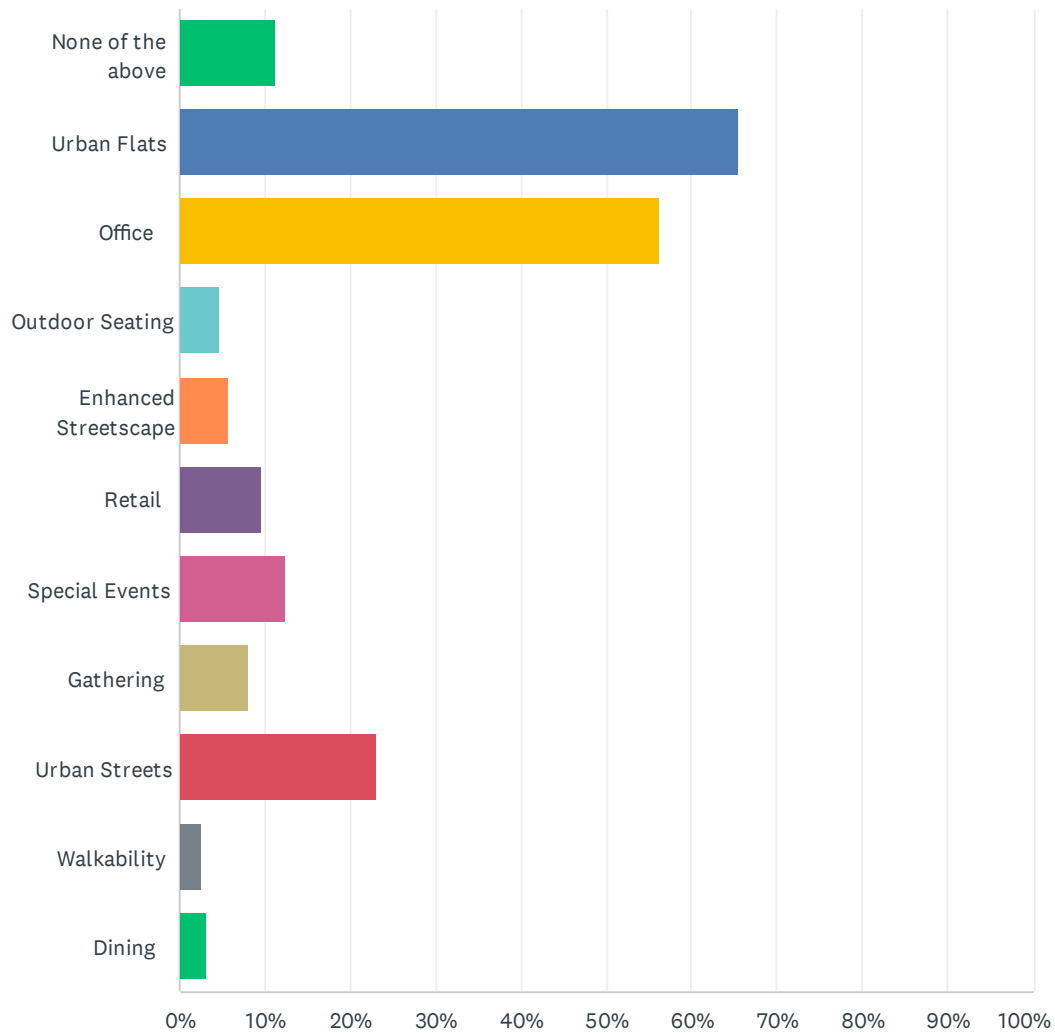
Q11 The images above identify key elements needed to create a welcoming and vibrant hub that brings people together to enjoy the prosperity of the community. Which elements would you support for this area?

Answered: 347 Skipped: 248



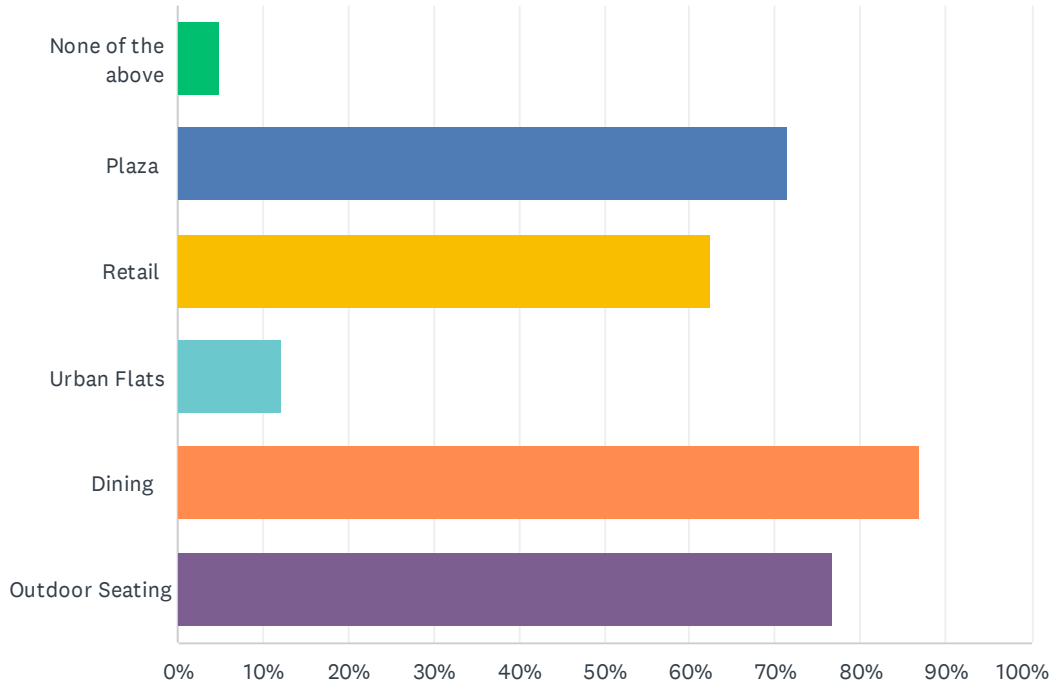
Q12 What elements do you oppose for this area?

Answered: 347 Skipped: 248



Q13 The images above identify key elements needed to create a welcoming and vibrant hub that brings people together to enjoy the prosperity of the community. Which elements would you support for this area?

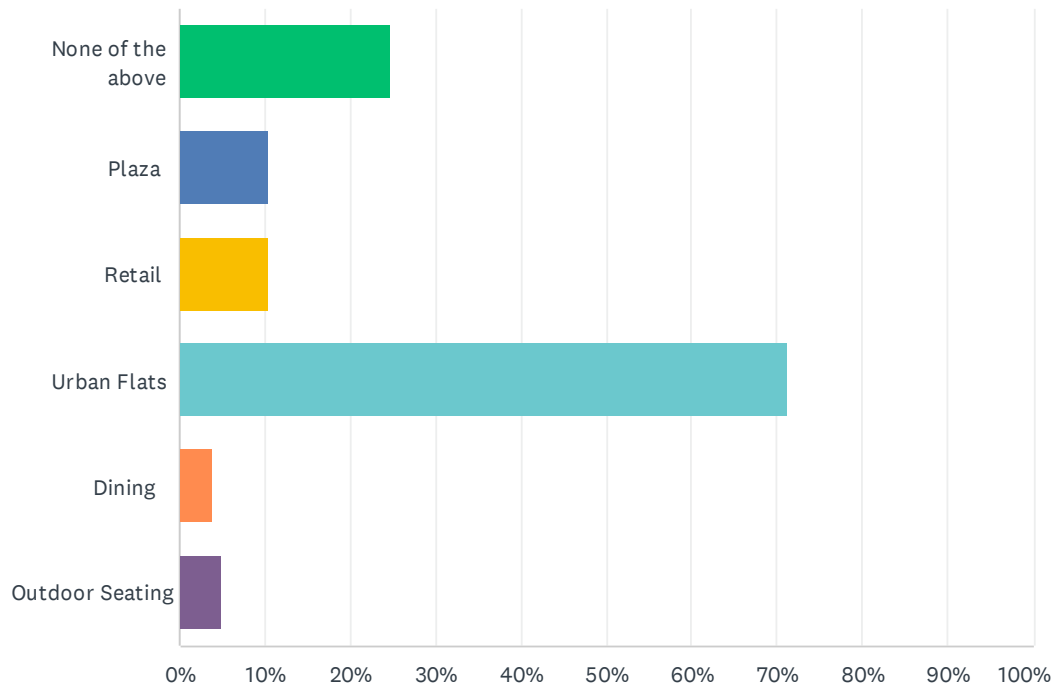
Answered: 344 Skipped: 251



ANSWER CHOICES	RESPONSES	
None of the above	4.94%	17
Plaza	71.51%	246
Retail	62.50%	215
Urban Flats	12.21%	42
Dining	86.92%	299
Outdoor Seating	76.74%	264
Total Respondents: 344		

Q14 What elements do you oppose for this area?

Answered: 344 Skipped: 251

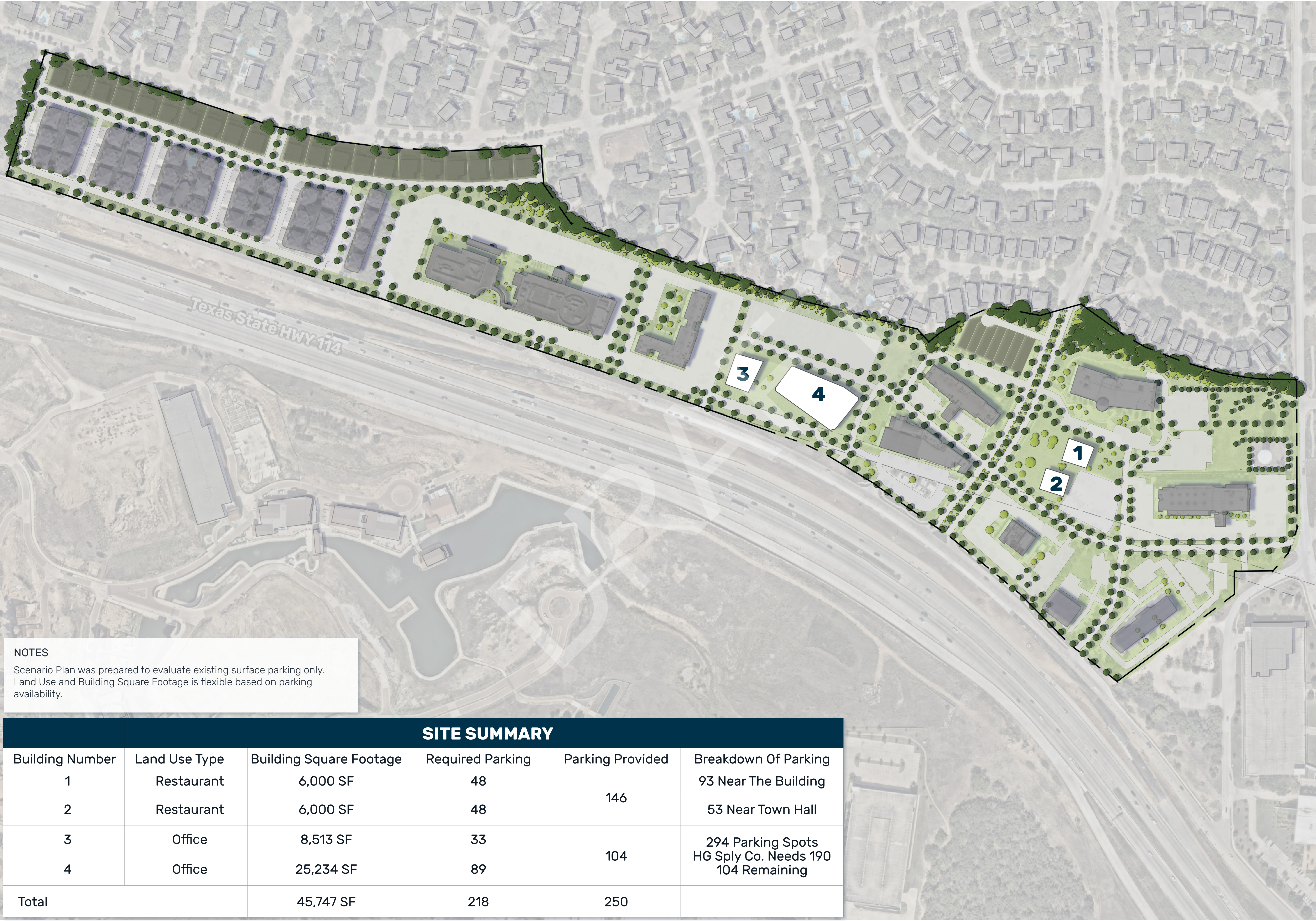


ANSWER CHOICES	RESPONSES	
None of the above	24.71%	85
Plaza	10.47%	36
Retail	10.47%	36
Urban Flats	71.22%	245
Dining	3.78%	13
Outdoor Seating	4.94%	17
Total Respondents: 344		





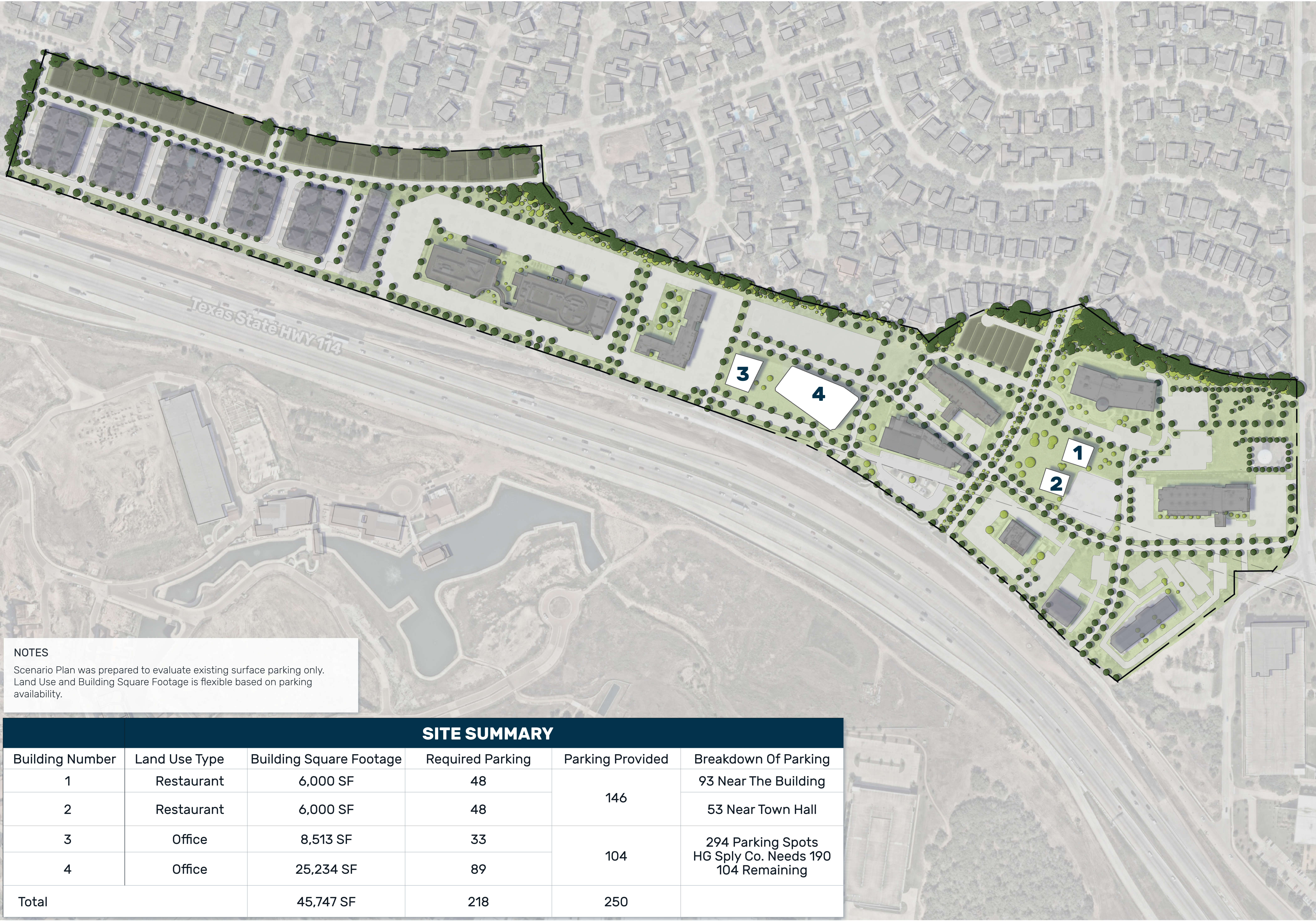




NOTES

Scenario Plan was prepared to evaluate existing surface parking only. Land Use and Building Square Footage is flexible based on parking availability.

SITE SUMMARY					
Building Number	Land Use Type	Building Square Footage	Required Parking	Parking Provided	Breakdown Of Parking
1	Restaurant	6,000 SF	48	146	93 Near The Building
2	Restaurant	6,000 SF	48		53 Near Town Hall
3	Office	8,513 SF	33	104	294 Parking Spots HG Sply Co. Needs 190 104 Remaining
4	Office	25,234 SF	89		
Total		45,747 SF	218	250	



NOTES

Scenario Plan was prepared to evaluate existing surface parking only. Land Use and Building Square Footage is flexible based on parking availability.

SITE SUMMARY					
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4	Office	25,234 SF	89		
Total		45,747 SF	218	250	



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

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

AGENDA ITEM: **First Reading:** Consider a resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

In July 2023, the Economic Development Corporation (EDC) initiated consideration of a grant program designed to benefit businesses within the Trophy Club community. The EDC discussed and expressed a desire to support projects involving exterior and interior enhancements, equipment purchases, and signage upgrades. The Board also advocated for a nominal matching contribution from participating businesses to foster shared investment and accountability.

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

The *Thrive Business Grant Program* offers reimbursable matching grants covering up to seventy-five percent (75%) of eligible project costs, not to exceed \$20,000 per award. Grants may be used for façade enhancements, sign improvements, interior renovations, equipment upgrades, and other eligible improvements. Under the terms of the grant, work must begin within six months of the award date. Grantees are required to submit periodic progress reports, including financial statements, photographs, and updates on project milestones. Failure to meet specified performance requirements, as outlined in each agreement, will result in full repayment of grant funds received.

During the first grant cycle, the EDC received twelve (12) applications. The Board convened on November 20, 2024, to review and consider approval of the *Thrive Business Grant* applications. Following deliberation, the EDC approved seven (7) of the twelve (12) applications, totaling \$104,380.67 in grants. Upon completion of the first cycle, total reimbursements equaled \$76,521.20.

In the second grant cycle, the EDC received five (5) applications. The Board met on July 23, 2025, to consider approval of the *Thrive Business Grant* applications. Following review, the EDC

approved one (1) application submitted by Jolley Orthodontics in the amount of \$5,775.04, which was subsequently approved by the Town Council on August 11, 2025.

The EDC met again on October 15, 2025, to reconsider two previously tabled applications requiring additional clarification. After final review, the Board approved one (1) of the two (2) applications, awarding Grace Development \$20,000 for concrete replacement and repairs within the parking lot area.

BOARD REVIEW/CITIZEN FEEDBACK: At their October 15, 2025, EDC Board Meeting, the Board of Directors approved Thrive Business Grants to Grace Development in accordance with their grant application.

Trophy Club Business	Amount	Approved By Council
Jolley Orthodontics	\$5,775.04	August 11, 2025
Grace Development	\$20,000	

FISCAL IMPACT: The Town Council allocated \$300,000 from the Economic Development Corporation Fund to the Thrive Business Grant program. The FY 2025 Budget appropriated \$150,000 of this total to the EDC for program implementation, with the remaining \$150,000 anticipated for future grant cycles. The EDC reimbursed \$76,521.20 in FY 2025, leaving \$223,478.80 remaining for subsequent grant rounds. One grant award has been approved for FY 2026 in the amount of \$5,775.04.

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

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation.

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

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

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

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

WHEREAS, the Town Council adopted the Program on May 28, 2024, through Resolution 2024-09, as amended on April 14, 2025, through Resolution 2025-07, to support new or expanded business enterprises, benefiting the Town, its residents, and local economic development; and

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

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

WHEREAS, the EDC Board of Directors approved the applications and grants totaling \$20,000.00, with amounts allocated to each Grantee as shown in **Exhibit A**; and

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this the ___ day of _____ 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

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

<u>Trophy Club Business</u>	<u>Amount</u>
<u>Grace Development</u>	<u>\$20,000</u>

**THRIVE BUSINESS GRANT
PERFORMANCE AGREEMENT**

This Thrive Business Grant Performance Agreement (the “Agreement”) is entered into by and between the Town of Trophy Club, Texas, a Texas home-rule municipal corporation (the “Town”) the Trophy Club Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1, Ch. 501 and Ch. 505 of the Texas Local Gov’t Code (“EDC”), and 4663 Okeechobee Boulevard LLC., & Palm Beach Holdings (2002) LLC., (the “Grantee”). The Town, EDC, and Grantee may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

WITNESSETH:

WHEREAS, the Grantee owns or controls real property and improvements located at 2001 & 2003 TX-114, Trophy Club, Texas 76262 as described or generally shown on the attached **Exhibit A** (the “Property”); and

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

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

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

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

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

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

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

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

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

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

Section 1. Disbursement of the Grant.

Pursuant to the Program, a Grant in the amount of \$20,000.00 will be paid to the Grantee upon completion of the Project as certified in writing after inspection by the Town. Within thirty (30) days of written certification by the Town, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to satisfy the Performance Obligations in this Agreement.

Section 2. Term; Performance Obligations; and Definitions.

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

2.2 Performance Obligations. Grantee agrees to make a Capital Investment of at least \$47,490.00 by completing the Project in accordance with the plans approved by the Town and shown and described on **Exhibit B**. The Project must reach final 100% completion with no punch-list items remaining on or before October 31, 2026. Additionally, the Grantee must create or retain at least 12 Jobs for Employee(s) at the Property for one (1) year after Grant payment by the Town.

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

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

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

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

Section 3. Repayment Obligation.

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

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

Section 4. Grantee Reporting.

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

Section 5. Notices.

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

If intended for the Town or EDC:

Town of Trophy Club

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

If intended for the Grantee:

4663 Okeechobee Boulevard LLC., & Palm
Beach Holdings (2002) LLC., by Grace
Development
3309 Fairmont Drive
Nashville, TN 37203
Attn: Frederick S. Grace, EVP
Phone: 615-385-5433
Email: fgrace@graceny.com

With a copy to:

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

Section 6. Miscellaneous.

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

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

6.3. INDEMNIFICATION. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE HEREBY WAIVES ALL CLAIMS AGAINST TOWN FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE DOES HEREBY

INDEMNIFY AND SAVE HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM GRANTEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GRANTEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT.

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

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

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

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

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

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

6.10 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

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

6.12 Severability. In the event any provision of the Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

6.15. Regulations Regarding Building Products, Materials, or Methods. In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Grantee voluntarily consents to the application of all Town rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a

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

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

TOWN OF TROPHY CLUB, TEXAS

Brandon Wright, Town Manager, or designee

Date: _____

ATTEST:

Tammy Dixon, Town Secretary

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

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Board Secretary

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Frederick S. Grace, EVP

Exhibit A

The Property

2001



2003



Exhibit B

Approved Plans

PROJECT INFORMATION

Project Site / Address	2001 & 2003 Highway 114, Trophy Club TX
Project Type	Concrete driveway repair
Project Description	Concrete Parking Lot Repairs – 4,500 SF Saw cut and remove damaged concrete and related debris from job site. Rework and compact base material with vibratory compactor as needed. Install base material and cushion sand pad as necessary. Drill and dowel vertical surfaces on adjacent concrete. Install 6" of 3500 psi concrete with #3 rebar on 18" centers. Hand Trowel and broom finish.
Total Cost of Project	\$67,490.00
Total Grant Dollars Requested	\$20,000.00
How will this project benefit the community?	Beautify and increase pedestrian & vehicle safety at the shopping center with new drive area repair work. The center is in a very prominent location with high visibility from Highway 114. To make the citizens, Tenants, employees, and customers of Trophy Club proud of the Center and eager to bring guest to visit the center. The new concrete will also attract new residence moving to the Town thus increasing the tax base for the Towns benefit.
How will this project benefit your business?	This much needed and greatly appreciated grant will improve the shopping center by showing pride and safety for the Tenants, employees and customers of the center. Helping the Tenants attract and keep customers coming to the businesses and spending money to keep the businesses thriving and increasing the tax revenue for the Town.



TOWN COUNCIL COMMUNICATION

MEETING DATE: October 27, 2025

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

AGENDA ITEM: Second Reading: Consider a resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

In July 2023, the Economic Development Corporation (EDC) initiated consideration of a grant program designed to benefit businesses within the Trophy Club community. The EDC discussed and expressed a desire to support projects involving exterior and interior enhancements, equipment purchases, and signage upgrades. The Board also advocated for a nominal matching contribution from participating businesses to foster shared investment and accountability.

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

The *Thrive Business Grant Program* offers reimbursable matching grants covering up to seventy-five percent (75%) of eligible project costs, not to exceed \$20,000 per award. Grants may be used for façade enhancements, sign improvements, interior renovations, equipment upgrades, and other eligible improvements. Under the terms of the grant, work must begin within six months of the award date. Grantees are required to submit periodic progress reports, including financial statements, photographs, and updates on project milestones. Failure to meet specified performance requirements, as outlined in each agreement, will result in full repayment of grant funds received.

During the first grant cycle, the EDC received twelve (12) applications. The Board convened on November 20, 2024, to review and consider approval of the *Thrive Business Grant* applications. Following deliberation, the EDC approved seven (7) of the twelve (12) applications, totaling \$104,380.67 in grants. Upon completion of the first cycle, total reimbursements equaled \$76,521.20.

In the second grant cycle, the EDC received five (5) applications. The Board met on July 23, 2025, to consider approval of the *Thrive Business Grant* applications. Following review, the EDC

approved one (1) application submitted by Jolley Orthodontics in the amount of \$5,775.04, which was subsequently approved by the Town Council on August 11, 2025.

The EDC met again on October 15, 2025, to reconsider two previously tabled applications requiring additional clarification. After final review, the Board approved one (1) of the two (2) applications, awarding Grace Development \$20,000 for concrete replacement and repairs within the parking lot area.

BOARD REVIEW/CITIZEN FEEDBACK: At their October 15, 2025, EDC Board Meeting, the Board of Directors approved Thrive Business Grants to Grace Development in accordance with their grant application.

Trophy Club Business	Amount	Approved By Council
Jolley Orthodontics	\$5,775.04	August 11, 2025
Grace Development	\$20,000	

FISCAL IMPACT: The Town Council allocated \$300,000 from the Economic Development Corporation Fund to the Thrive Business Grant program. The FY 2025 Budget appropriated \$150,000 of this total to the EDC for program implementation, with the remaining \$150,000 anticipated for future grant cycles. The EDC reimbursed \$76,521.20 in FY 2025, leaving \$223,478.80 remaining for subsequent grant rounds. One grant award has been approved for FY 2026 in the amount of \$5,775.04.

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

ATTACHMENTS:

1. Resolution

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to approve the resolution approving the Grace Development Thrive Business Grant application and authorizing the Town Manager to negotiate and execute a performance agreement with the grantee in the amount of \$20,000 as recommended by the Trophy Club Economic Development Corporation.

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

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

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

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

WHEREAS, the Town Council adopted the Program on May 28, 2024, through Resolution 2024-09, as amended on April 14, 2025, through Resolution 2025-07, to support new or expanded business enterprises, benefiting the Town, its residents, and local economic development; and

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

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

WHEREAS, the EDC Board of Directors approved the applications and grants totaling \$20,000.00, with amounts allocated to each Grantee as shown in **Exhibit A**; and

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

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

This Resolution shall be effective upon its passage.

PASSED AND APPROVED on this the ___ day of _____ 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney

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

<u>Trophy Club Business</u>	<u>Amount</u>
<u>Grace Development</u>	<u>\$20,000</u>

**THRIVE BUSINESS GRANT
PERFORMANCE AGREEMENT**

This Thrive Business Grant Performance Agreement (the “Agreement”) is entered into by and between the Town of Trophy Club, Texas, a Texas home-rule municipal corporation (the “Town”) the Trophy Club Economic Development Corporation, a nonprofit corporation organized under Title 12, Subtitle C1, Ch. 501 and Ch. 505 of the Texas Local Gov’t Code (“EDC”), and 4663 Okeechobee Boulevard LLC., & Palm Beach Holdings (2002) LLC., (the “Grantee”). The Town, EDC, and Grantee may sometimes hereafter be referred to individually as a “party” or collectively as the “parties.”

WITNESSETH:

WHEREAS, the Grantee owns or controls real property and improvements located at 2001 & 2003 TX-114, Trophy Club, Texas 76262 as described or generally shown on the attached **Exhibit A** (the “Property”); and

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

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

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

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

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

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

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

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

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

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

Section 1. Disbursement of the Grant.

Pursuant to the Program, a Grant in the amount of \$20,000.00 will be paid to the Grantee upon completion of the Project as certified in writing after inspection by the Town. Within thirty (30) days of written certification by the Town, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to satisfy the Performance Obligations in this Agreement.

Section 2. Term; Performance Obligations; and Definitions.

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

2.2 Performance Obligations. Grantee agrees to make a Capital Investment of at least \$47,490.00 by completing the Project in accordance with the plans approved by the Town and shown and described on **Exhibit B**. The Project must reach final 100% completion with no punch-list items remaining on or before October 31, 2026. Additionally, the Grantee must create or retain at least 12 Jobs for Employee(s) at the Property for one (1) year after Grant payment by the Town.

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

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

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

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

Section 3. Repayment Obligation.

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

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

Section 4. Grantee Reporting.

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

Section 5. Notices.

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

If intended for the Town or EDC:

Town of Trophy Club

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

If intended for the Grantee:

4663 Okeechobee Boulevard LLC., & Palm
Beach Holdings (2002) LLC., by Grace
Development
3309 Fairmont Drive
Nashville, TN 37203
Attn: Frederick S. Grace, EVP
Phone: 615-385-5433
Email: fgrace@graceny.com

With a copy to:

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

Section 6. Miscellaneous.

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

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

6.3. INDEMNIFICATION. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE HEREBY WAIVES ALL CLAIMS AGAINST TOWN FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE DOES HEREBY

INDEMNIFY AND SAVE HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM GRANTEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GRANTEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT.

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

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

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

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

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

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

6.10 Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for nor against any party.

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

6.12 Severability. In the event any provision of the Agreement is ruled illegal, invalid, or unenforceable by any court of proper jurisdiction, under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

6.15. Regulations Regarding Building Products, Materials, or Methods. In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Grantee voluntarily consents to the application of all Town rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a

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

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

TOWN OF TROPHY CLUB, TEXAS

Brandon Wright, Town Manager, or designee

Date: _____

ATTEST:

Tammy Dixon, Town Secretary

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

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Board Secretary

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Frederick S. Grace, EVP

Exhibit A

The Property

2001



2003



Exhibit B

Approved Plans

PROJECT INFORMATION

Project Site / Address	2001 & 2003 Highway 114, Trophy Club TX
Project Type	Concrete driveway repair
Project Description	Concrete Parking Lot Repairs – 4,500 SF Saw cut and remove damaged concrete and related debris from job site. Rework and compact base material with vibratory compactor as needed. Install base material and cushion sand pad as necessary. Drill and dowel vertical surfaces on adjacent concrete. Install 6" of 3500 psi concrete with #3 rebar on 18" centers. Hand Trowel and broom finish.
Total Cost of Project	\$67,490.00
Total Grant Dollars Requested	\$20,000.00
How will this project benefit the community?	Beautify and increase pedestrian & vehicle safety at the shopping center with new drive area repair work. The center is in a very prominent location with high visibility from Highway 114. To make the citizens, Tenants, employees, and customers of Trophy Club proud of the Center and eager to bring guest to visit the center. The new concrete will also attract new residence moving to the Town thus increasing the tax base for the Towns benefit.
How will this project benefit your business?	This much needed and greatly appreciated grant will improve the shopping center by showing pride and safety for the Tenants, employees and customers of the center. Helping the Tenants attract and keep customers coming to the businesses and spending money to keep the businesses thriving and increasing the tax revenue for the Town.