



TOWN OF TROPHY CLUB TOWN COUNCIL

WORK SESSION AND REGULAR MEETING AGENDA

November 10, 2025

6:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL WORK SESSION TO ORDER AND ANNOUNCE A QUORUM

WORK SESSION ITEM

1. Presentation and discussion of the proposed roundabout concept plan and other improvements for the Bobcat Traffic Improvement Project. (Matt Cox, Director of Community Development)

INVOCATION led by Pastor Joel Quilé, Bara Church

ADJOURN WORK SESSION

CALL REGULAR MEETING TO ORDER (immediately following Work Session or 7:00 p.m., whichever is later)

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

2. Working for You... Trophy Club
 - a) Update from Town Council Members

- b) Update from Town Manager (Brandon Wright, Town Manager)
- c) Quick Civic Tip (Dean Roggia, Town Attorney)

CONSENT AGENDA

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

- 3. Consider approval of the October 27, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)
- 4. Consider accepting the third quarter investment report for FY 2025. (April Duvall, Director of Finance)
- 5. Consider accepting the fourth quarter investment report for FY 2025. (April Duvall, Director of Finance)
- 6. Consider authorizing the Town Manager to negotiate and execute an audit services engagement letter and agreement amendment with Forvis Mazars, LLP for the FY 2025 annual audit. (April Duvall, Director of Finance)
- 7. Consider authorizing the Town Manager to negotiate and execute a construction contract with Axis Contracting, Inc. for the 2025 Street Projects including Forest Hill Drive, Palmetto Court, and Paint Rock Court in the amount of \$1,722,534.75. (Matt Cox, Director of Community Development)
- 8. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$730,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the 2026 Capital Improvement Street Projects including Oakmont Drive, Roaring Creek Court, and Greenbriar Court. (Matt Cox, Director of Community Development)
- 9. Consider acceptance of the completed construction work for the Inverness Drive Drainage Improvements Project and authorize final acceptance of the project, beginning the two-year maintenance bond period. (Matt Cox, Director of Community Development)

INDIVIDUAL ITEMS

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

EXECUTIVE SESSION

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

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

RECONVENE INTO REGULAR SESSION

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

I do hereby certify that the notice of meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: November 4, 2025 at 2:20

p.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 OF
TROPHY CLUB

BOBCAT BLVD. IMPROVEMENTS ROUNDAABOUT AND TURN LANE SCHEMATIC DESIGN

Town Council Meeting
November 10, 2025



Existing Conditions



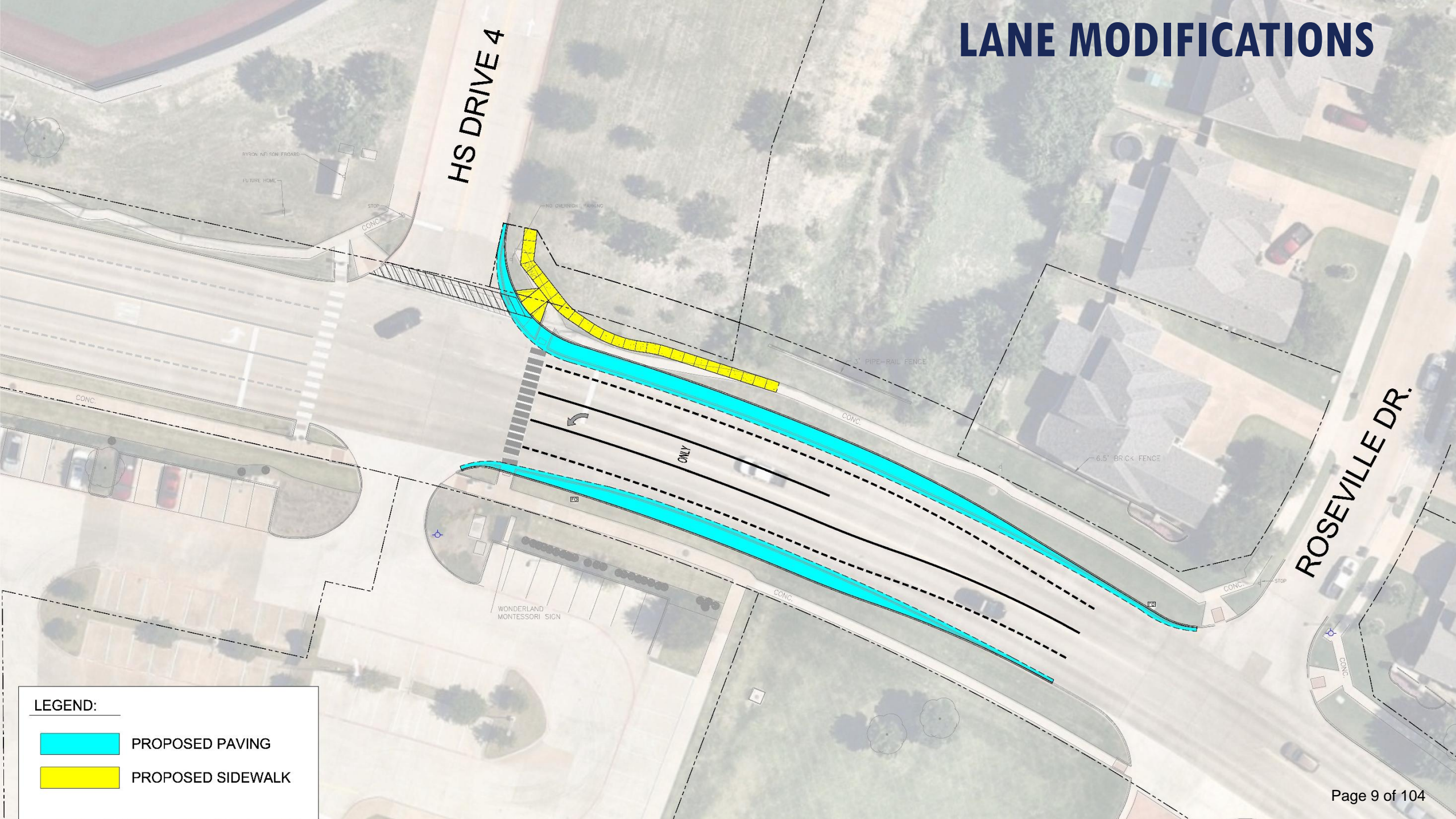
Proposed Improvements

OVERALL LAYOUT

- Crosswalks will not be installed at the roundabout
- Improvements will be provided to restrict pedestrian access and direct pedestrians to the crosswalks.

GRAPHIC SCALE
0 25 50 100
GRAPHIC SCALE: 1" = 50'

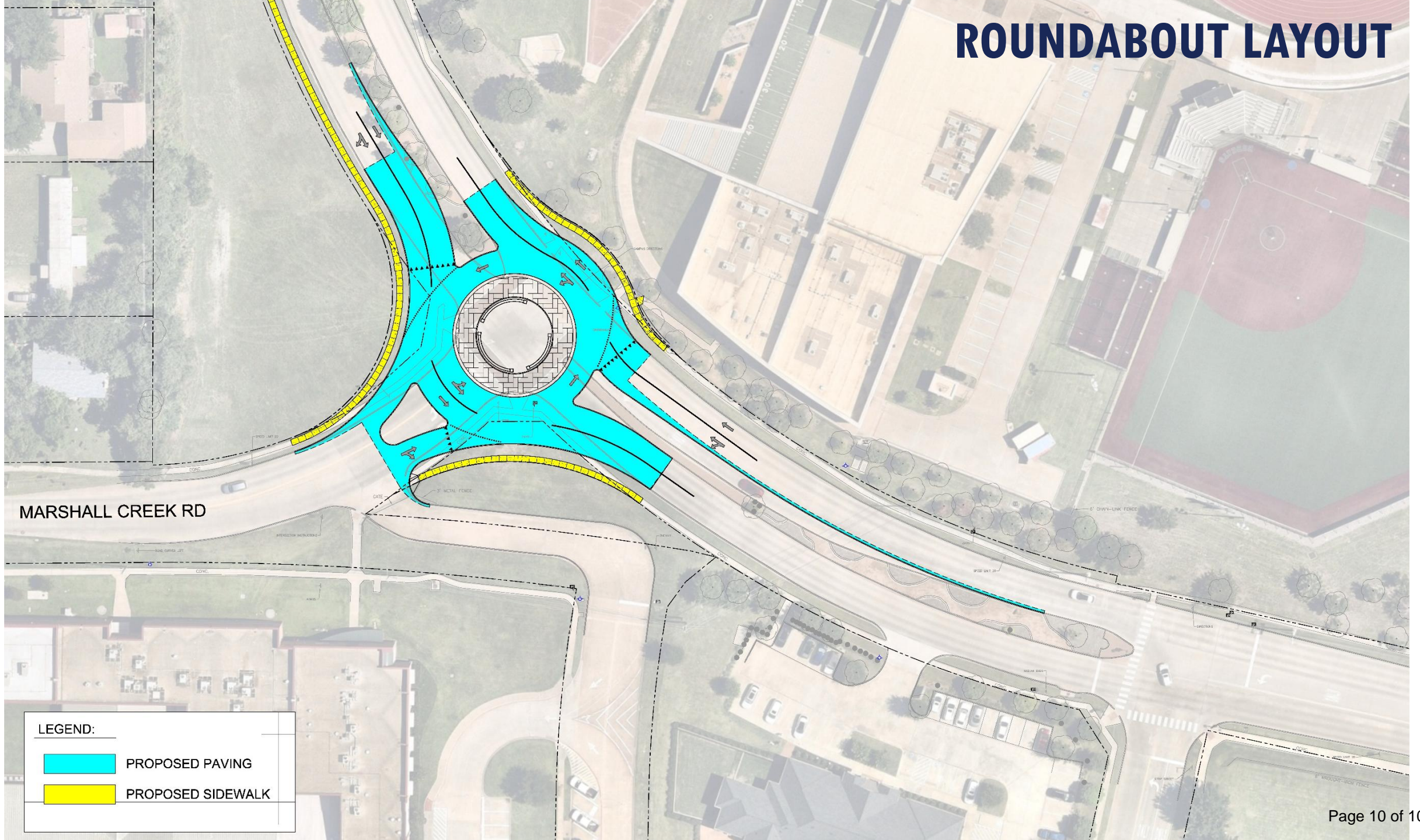
LANE MODIFICATIONS



LEGEND:

- PROPOSED PAVING
- PROPOSED SIDEWALK

ROUNDBABOUT LAYOUT



MARSHALL CREEK RD



LEGEND:

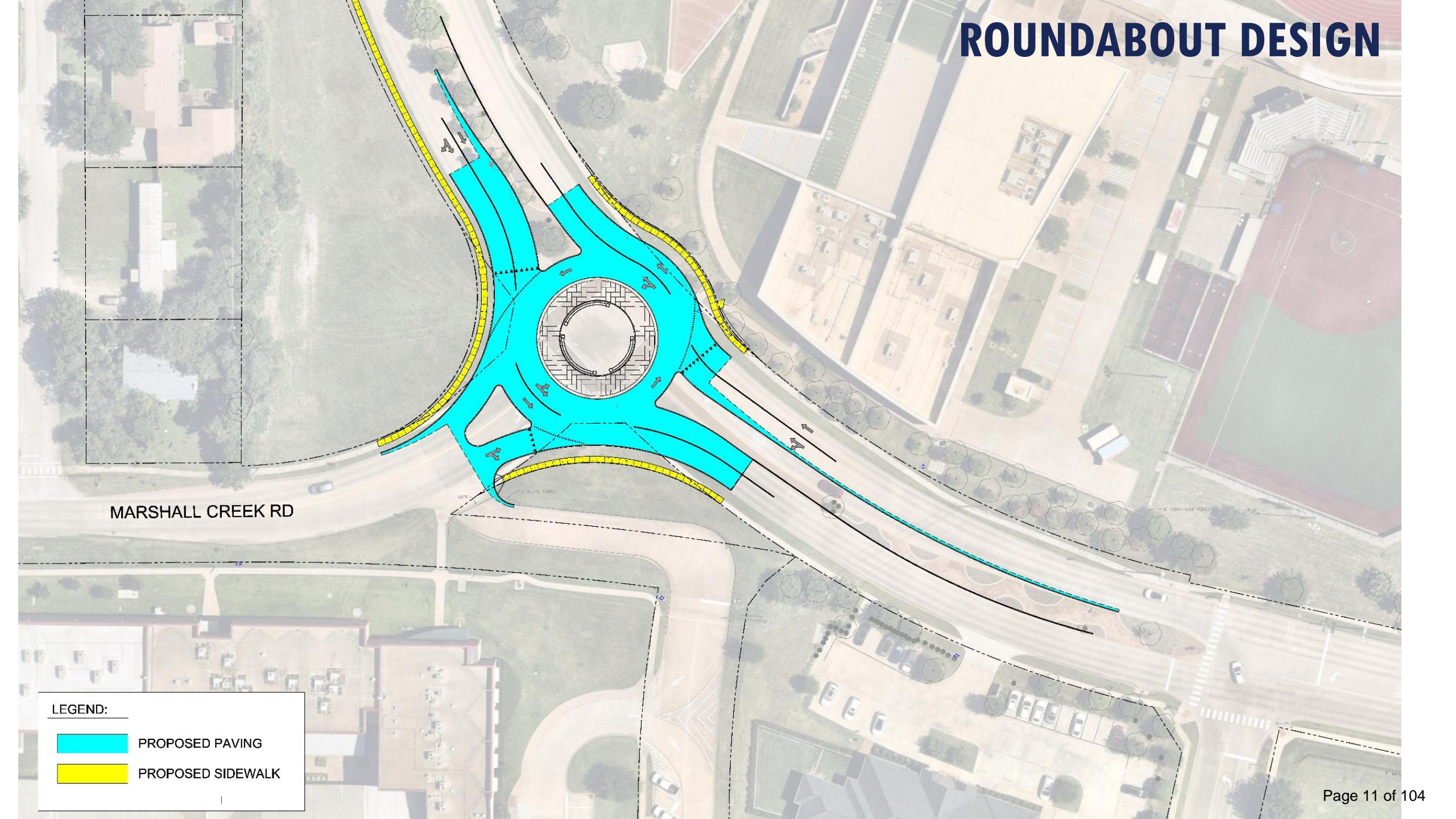
- PROPOSED PAVING
- PROPOSED SIDEWALK

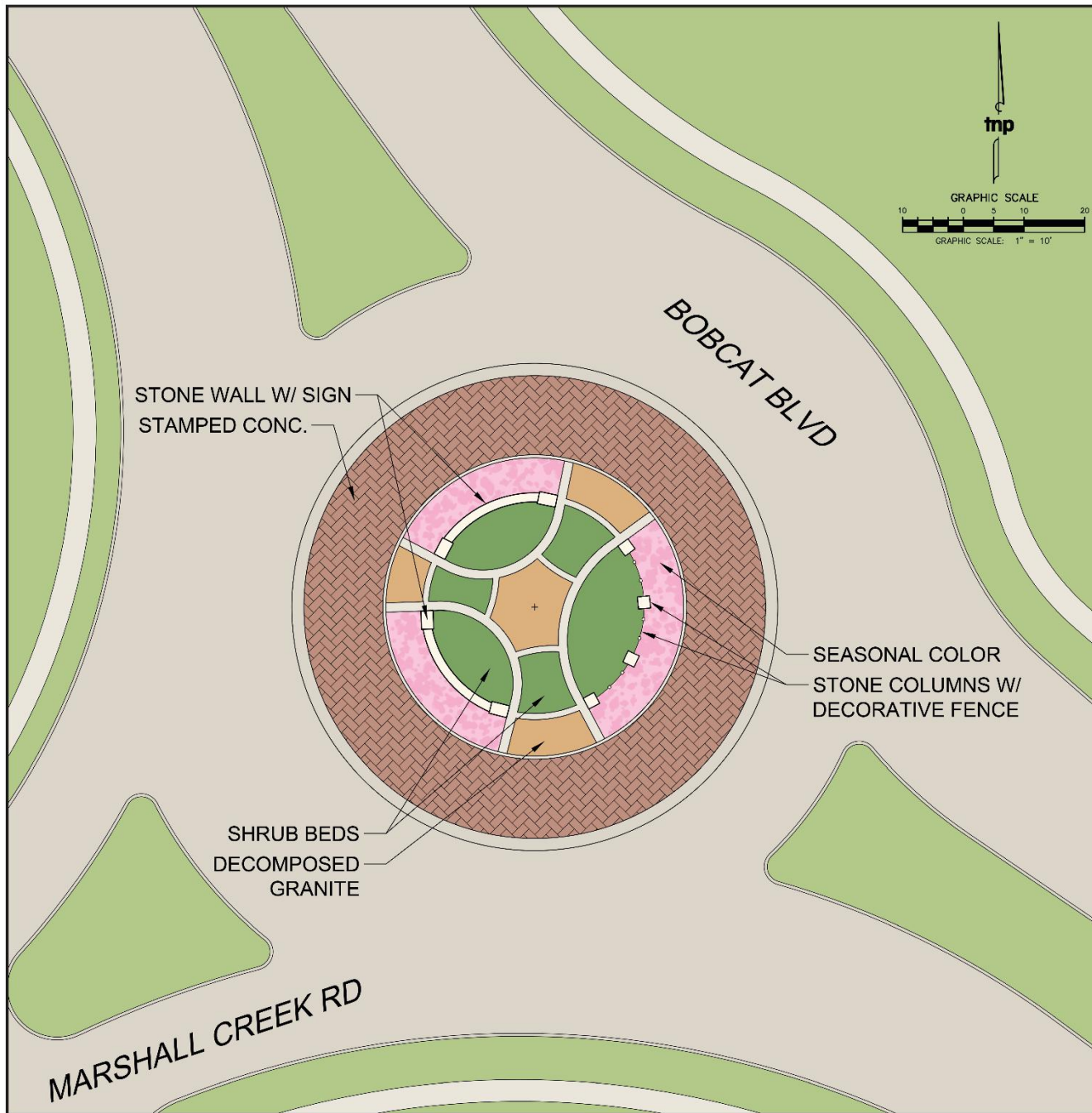
ROUNDBABOUT DESIGN

MARSHALL CREEK RD

LEGEND:

-  PROPOSED PAVING
-  PROPOSED SIDEWALK





BIRD'S EYE VIEW FACING EAST



STONE WALL W/ SIGN



STONE COLUMNS W/ DECORATIVE FENCE

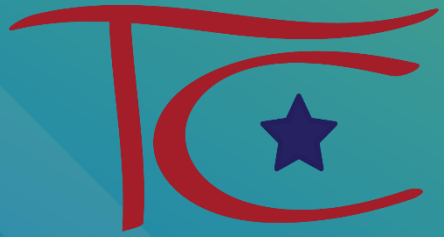
TRAFFIC CONTROL PLAN

- The construction will be phased to build half of the roundabout at each time and direct 2-way traffic to one side of Bobcat Boulevard
- This will also require closure of Marshall Creek Road connection at Bobcat Boulevard
- The traffic control plan and sequencing will be coordinated with the City of Roanoke

PROJECT TIMELINE & BUDGET

- **Project Timeline**
(subject to land acquisitions, utility work and weather)
 - **50% CD** – December 2025
 - **90% CD** – January 2026
 - **100% CD** – February 2026
 - **Bidding** – March 2026
 - **Council Approval** – April 2026
 - **Pre-Construction Mtg** – May 2026
 - **Construction** – June 2026 to June 2027
- **Total Budget - \$4.5 million**
- **TNP Contract - \$686,000**
(includes survey, SUE, engineering, landscape architecture, construction inspections, ROW acquisitions and easements.)
- **Remaining Budget - \$3.8 million**





TOWN OF
TROPHY CLUB

QUESTIONS/DISCUSSION





TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the October 27, 2025, Town Council regular meeting minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Town Council held a regular meeting on October 27, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 10.27.2025 TC Meeting Minutes draft

ACTIONS/OPTIONS:

Move to approve the October 27, 2025, Town Council regular meeting minutes.

Town of Trophy Club
Town Council Regular Meeting
Meeting Minutes – October 27, 2025, 7:00 p.m.
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL REGULAR MEETING TO ORDER

Mayor Tiffany called the meeting to order at 7:00 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
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
April Duvall, Director of Finance

INVOCATION

Rev. Katherine Tang, 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

1. Working for You... Trophy Club

a) Update from Town Council Members

Mayor Tiffany recognized Breast Cancer Awareness Month, emphasizing its history, purpose, and community impact in promoting early detection and support for those affected by the disease.

Council Members and staff wore the Fire Department's specially designed Breast Cancer Awareness shirts to show solidarity and support recognizing Breast Cancer Awareness Month.

Council Member Flynn provided background on the recent Rotary Club First Responder Recognition event, thanking staff and the Police and Fire Departments for their contributions.

Mayor Tiffany announced that she, along with Council Member Sheridan and Town Manager Wright, would attend the Texas Municipal League (TML) Conference in Fort Worth.

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

Town Manager Wright provided the following update:

- Early Voting continues through October 31, 2025, for the November 4 election.
- Fire Station Open House: November 1, 10 a.m.–2 p.m.
- Pickleball Courts Grand Opening: November 4, 10 a.m., Harmony Park.
- Movie in the Park: November 7, 5–7 p.m., Harmony Park
- Veterans Day Ceremony: November 11, 11 a.m., Independence Park.

Upcoming Meetings:

- Ethics Review Commission – November 4, 6 p.m.
- Zoning Board of Adjustment – November 6, 6 p.m.
- Town Council Work Session and Regular meeting – November 10, 6 p.m.

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

Town Attorney Dean Roggia provided an overview of the Town Charter provision outlining the Town Manager's duties to implement Council policy and assist in policy development.

CONSENT AGENDA

Mayor Tiffany requested item 7 be removed from the Consent Agenda.

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) **Removed from Consent.**
8. Consider approval of the 2026 Town Council Meeting Calendar. (Tammy Dixon, Town Secretary)

Council Member Sheridan moved to approve Consent Items 2-6 and 8. Council Member Flynn seconded the motion.

VOTE ON MOTION

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

INDIVIDUAL ITEMS

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

Town Manager Wright explained that additional language was added to clarify the Police Department’s use of AI technologies in accordance with state law.

Council discussed references to elected officials within HR policies, debating whether such references should remain under HR or be addressed solely through the Town’s Ethics Ordinance or Council Rules and Procedures Manual.

Consensus was reached to remove references to “elected officials” from HR policies and incorporate relevant provisions into the Rules and Procedures Manual.

Council Member Sheridan moved to approve Resolution No. 2025-23 adopting the updated Human Resource Policies, Travel and Training Policy, and Artificial Intelligence Policy as presented with the deletion of “elected officials” references. Council Member Rowe seconded the motion. The caption of the resolution reads as follows:

RESOLUTION NO. 2025-23

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.

VOTE ON MOTION

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

- 9. Consider acceptance of the small area plan for The Grove at TC. (Tamara Smith, Assistant to the Town Manager)

Town Manager Wright presented the final draft of the Small Area Plan, noting that all references to residential development were revised to specify “owner-occupied residential” and that green spaces are to be integrated within commercial developments.

Council Member Flynn moved to accept the small area plan for The Groe at TC. Council Member Beach seconded the motion.

VOTE ON MOTION

AYES: Beach, Rowe, Tiffany, Ash, Flynn
NAYES: Bauer, Sheridan
VOTE: 5-2

- 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)

Town Manager Wright presented the item.

Town Secretary Dixon provided the first reading. No action taken.

- 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)

Town Secretary Dixon provided the second reading.

Council Member Rowe expressed opposition to the grant, citing concerns about the program’s effectiveness and equity. In response, Mayor Tiffany noted prior successful projects funded through the program, including upgrades completed by Knife & Fork and Jolly Orthodontics.

Council Member Beach moved to approve Resolution No. 2025-24 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. Council Member Sheridan seconded the motion.

VOTE ON MOTION

AYES: Bauer, Beach, Tiffany, Sheridan, Flynn
NAYES: Rowe, Ash
VOTE: 5-2

ADJOURNMENT

Mayor Tiffany adjourned the regular meeting at 7:44 p.m.

Jeannette Tiffany, Mayor

Attest:

Tammy Dixon, Town Secretary



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider accepting the third quarter investment report for FY 2025. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The third quarter investment report, prepared by Valley View Consulting, LLC, provides an overview of the Town's investment portfolio performance, strategy, holdings, and compliance for the third quarter of FY 2025. The Town's current interest-bearing accounts had an ending market value of \$43,280,912 as of June 30, 2025, representing a decrease of \$340,852 since March 31, 2025.

The Town primarily collects property tax revenue during the first and second quarters of the fiscal year. The portfolio composition consists of 86% in Money Market and Local Government Investment Pools, 12% in Certificates of Deposit and Securities, and 2% in Demand Accounts. The portfolio maintains strong liquidity, with a weighted average life of 36 days.

The total average yield for the quarter was 4.35%, slightly higher than the average rolling 6-month Treasury Bill yield of 4.27% for the same period. A substantial portion of the Town's investments remains in the InterBank Insured Cash Sweep (ICS) account to capitalize on the fund's liquidity and its 4.65% yield.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The accrued interest for the current quarter amounts to \$468,846, contributing to the Town's year-to-date interest earnings of \$1,372,193 in FY 2025.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Investment Report

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the third quarter investment report for FY 2025.



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

June 30, 2025

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

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

April Duvall

Investment Officer/Finance Manager

Ernest G...

Chief Financial Analyst

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

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2025			June 30, 2025		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	0.92%	\$ 1,308,655	\$ 1,308,655	0.66%	\$ 1,056,122	\$ 1,056,122
Money Markets/Local Gov't Investment Pools	4.46%	33,119,443	33,119,443	4.45%	37,187,634	37,187,634
CDs/Securities	4.80%	9,186,590.26	9,196,665.98	4.34%	5,028,196	5,037,157
Totals	4.42%	\$ 43,614,688	\$ 43,624,764	4.35%	\$ 43,271,951	\$ 43,280,912

<u>Current Quarter Average Yield (1)</u>	
Total Portfolio	4.35%
Rolling Three Month Treasury	4.37%
Rolling Six Month Treasury	4.27%
TexPool	4.30%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	4.44%
Rolling Three Month Treasury	4.42%
Rolling Six Month Treasury	4.42%
TexPool	4.40%

<u>Interest Revenue (Approximate)</u>	
Quarterly Interest Income	\$ 468,846
Year-to-date Interest Income	\$ 1,372,193

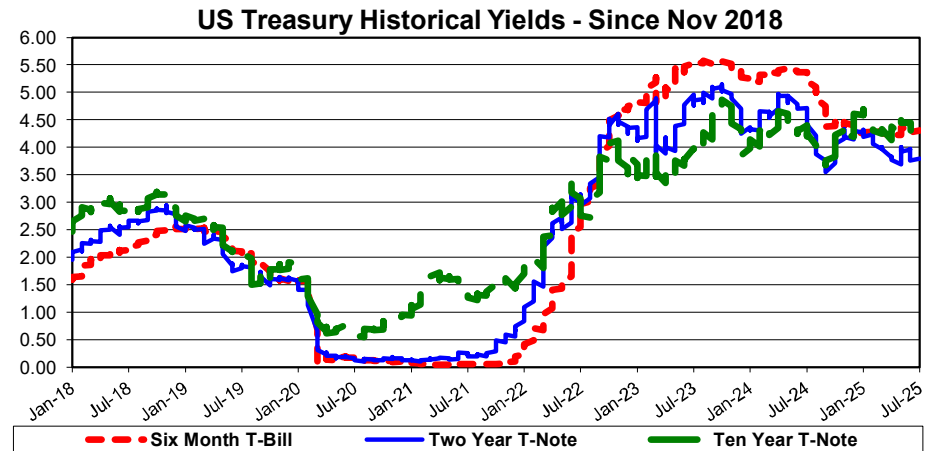
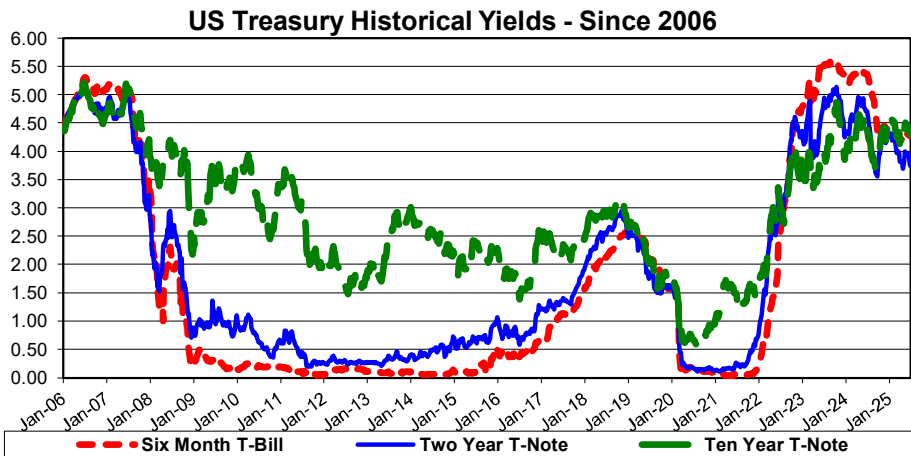
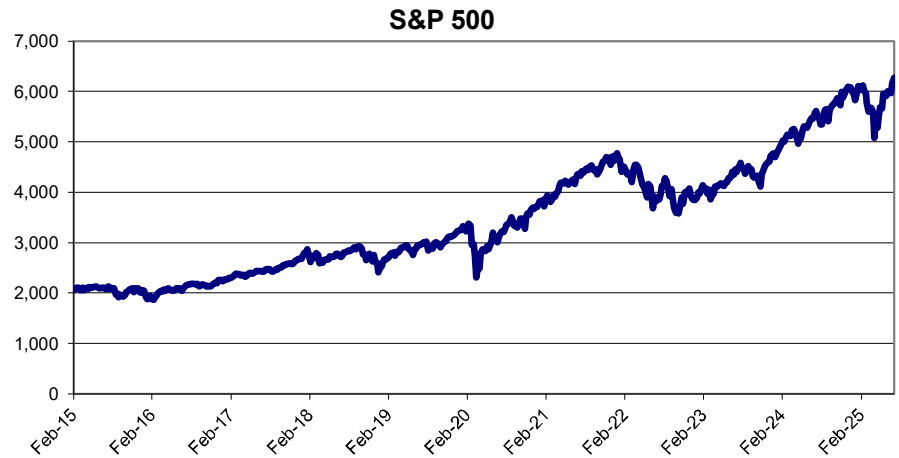
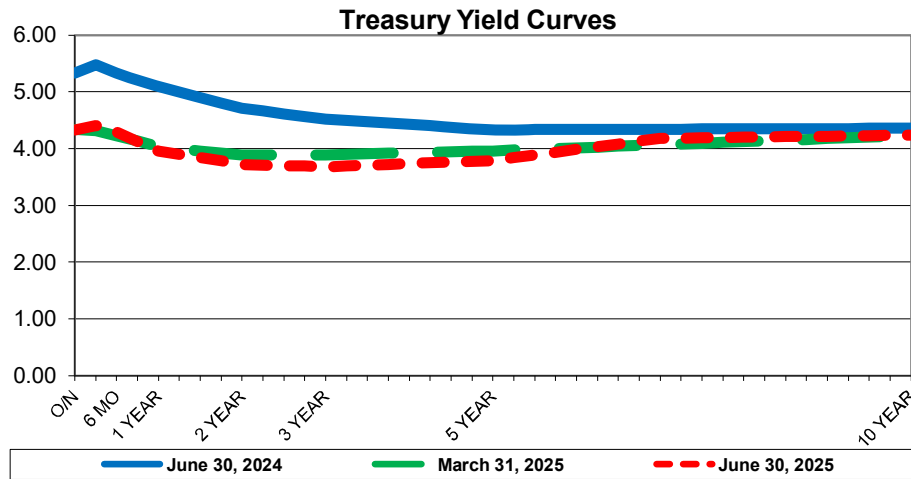
(1) **Current Quarter Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

6/30/2025

The Federal Open Market Committee (FOMC) kept the Fed Funds target range at 4.25% - 4.50% (Effective Fed Funds trade +/-4.33%). Expectations for additional rate cuts are volatile with current estimates for two 0.25% cuts projected late 2025. June Non-Farm Payroll added +147k new jobs, prior months' revisions increased the Three Month Rolling Average to +150k (from the previous +135k). First Quarter 2025 final estimate GDP declined slightly to -0.5%. An Import surge increased the trade deficit. The S&P 500 Stock Index reached a new high (+/-6,175) from February's previous high (over 6,115). The yield curve still bottoms out in the 2-3 year maturity section. Crude Oil remains below \$70 per barrel. Inflation continues above the FOMC 2% target (Core PCE +/-2.7% and Core CPI +/-2.8%). Uncertainty abounds throughout global economic outlooks, tariff negotiations and violent political disruptions.



Investment Holdings

June 30, 2025

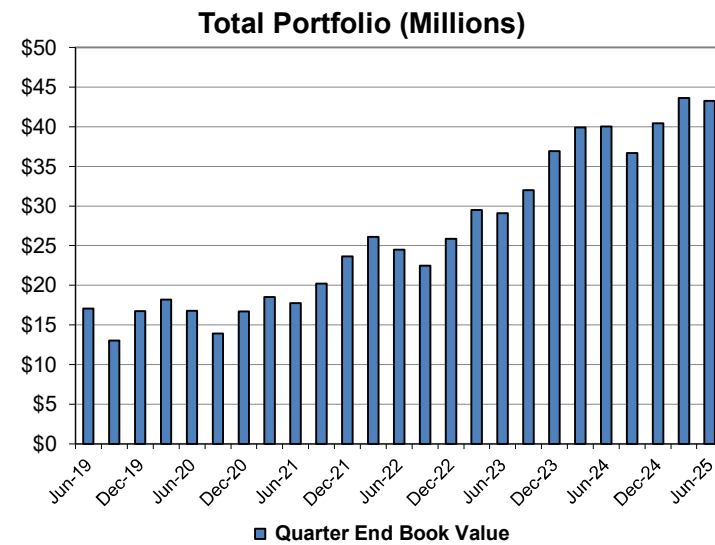
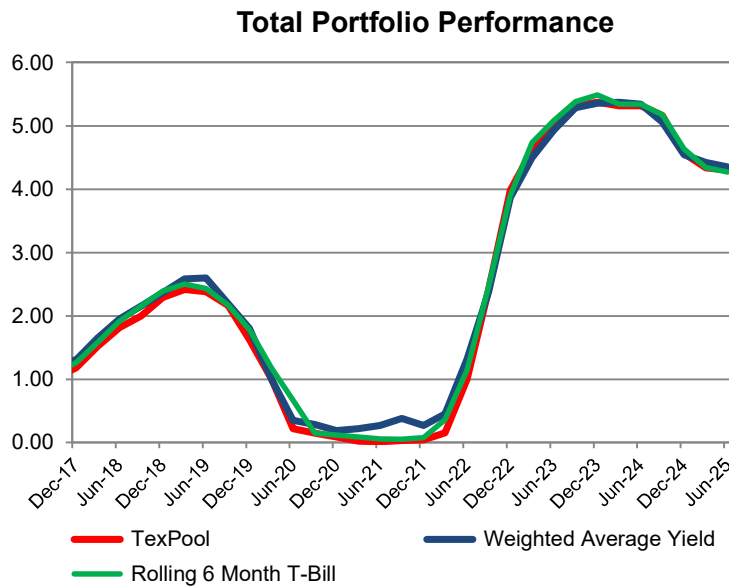
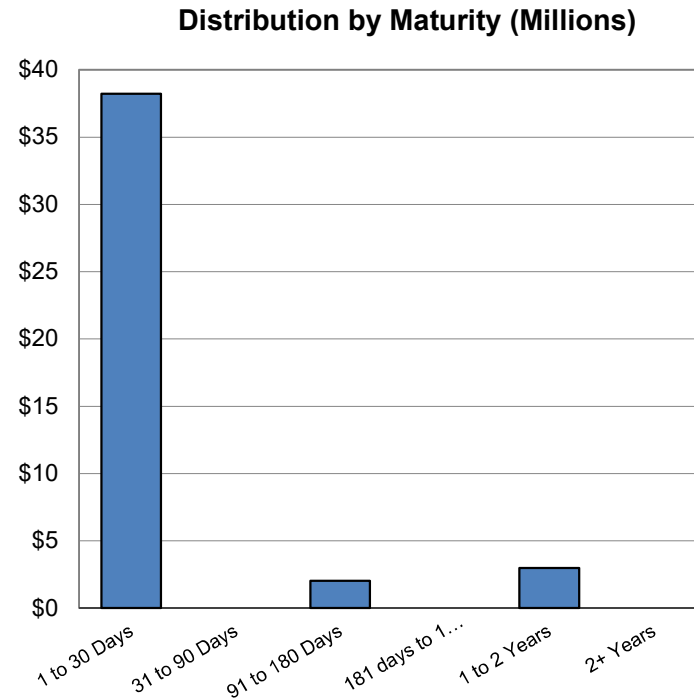
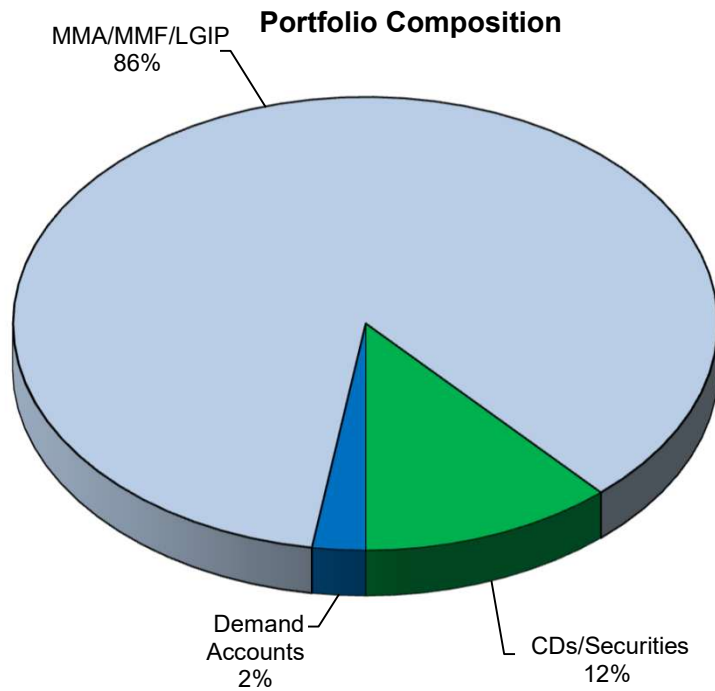


Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
PlainsCapital Bank - Cash		0.66%	07/01/25	06/30/25	\$ 1,056,122	\$ 1,056,122	1.00	\$ 1,056,122	1	0.66%
InterBank Money Market Account		4.75%	07/01/25	06/30/25	249,952	249,952	1.00	249,952	1	4.75%
InterBank IntraFi MMA		4.65%	07/01/25	06/30/25	17,142,854	17,142,854	1.00	17,142,854	1	4.65%
TexPool LGIP	AAAm	4.30%	07/01/25	06/30/25	15,565,623	15,565,623	1.00	15,565,623	1	4.30%
TexasCLASS LGIP-Gov't	AAAm	4.22%	07/01/25	06/30/25	4,229,206	4,229,206	1.00	4,229,206	1	4.22%
UBank CD		4.43%	10/24/25	10/24/24	2,044,423	2,044,423	100.00	2,044,423	116	4.50%
US Treasury		3.75%	08/31/26	11/06/24	3,000,000	2,983,773	99.76	2,992,734	427	4.23%
					\$ 43,288,178	\$ 43,271,951		\$ 43,280,912	36	4.35%
									(1)	(2)

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

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

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



Book & Market Value Comparison



Issuer/Description	Yield	Maturity Date	Book Value 03/31/25	Increases	Decreases	Book Value 06/30/25	Market Value 03/31/25	Change in Market Value	Market Value 06/30/25
PlainsCapital Bank - Cash	0.66%	07/01/25	\$ 1,212,537	\$ -	\$ (156,415)	\$ 1,056,122	\$ 1,212,537	\$ (156,415)	\$ 1,056,122
PlainsCapital Bank - ICS Sweep	4.84%	07/01/25	96,118	-	(96,118)	-	96,118	(96,118)	-
InterBank Money Market Account	4.75%	07/01/25	249,984	-	(32)	249,952	249,984	(32)	249,952
InterBank IntraFi MMA	4.65%	07/01/25	13,267,525	3,875,328	-	17,142,854	13,267,525	3,875,328	17,142,854
TexPool LGIP	4.30%	07/01/25	15,934,436	-	(368,813)	15,565,623	15,934,436	(368,813)	15,565,623
TexasCLASS LGIP-Gov't	4.22%	07/01/25	3,667,498	561,708	-	4,229,206	3,667,498	561,708	4,229,206
East West Bank CD	5.35%	06/16/25	4,183,943	-	(4,183,943)	-	4,183,943	(4,183,943)	-
UBank CD	4.50%	10/24/25	2,022,332	22,091	-	2,044,423	2,022,332	22,091	2,044,423
US Treasury	4.23%	08/31/26	2,980,315	3,458	-	2,983,773	2,990,391	2,344	2,992,734
TOTAL / AVERAGE	4.35%		\$ 43,614,688	\$ 4,462,585	\$ (4,805,322)	\$ 43,271,951	\$ 43,624,764	\$ (343,852)	\$ 43,280,912

**Allocation
June 30, 2025
Book Value**



	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,056,122	\$ 898,164	\$ -	\$ -	\$ -	\$ 157,958	\$ -
InterBank Money Market	249,952	124,976	-	-	-	-	-
InterBank IntraFi MMA	17,142,854	6,279,026	-	-	-	-	-
TexPool LGIP	15,565,623	8,946,208	2,078,546	2,096,815	2,444,053	-	-
TexasCLASS LGIP-Gov't	4,229,206	-	-	-	-	3,579,186	650,020
UBank CD	2,044,423	2,044,423	-	-	-	-	-
US Treasury	2,983,773	2,983,773	-	-	-	-	-
Total	\$ 43,271,951	\$ 21,276,570	\$ 2,078,546	\$ 2,096,815	\$ 2,444,053	\$ 3,737,143	\$ 650,020

Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,056,122	\$ 898,164	\$ -	\$ -	\$ -	\$ 157,958	\$ -
InterBank Money Market	249,952	124,976	-	-	-	-	-
InterBank IntraFi MMA	17,142,854	6,279,026	-	-	-	-	-
TexPool LGIP	15,565,623	8,946,208	2,078,546	2,096,815	2,444,053	-	-
TexasCLASS LGIP-Gov't	4,229,206	-	-	-	-	3,579,186	650,020
UBank CD	2,044,423	2,044,423	-	-	-	-	-
US Treasury	2,992,734	2,992,734	-	-	-	-	-
Total	\$ 43,280,912	\$ 21,285,531	\$ 2,078,546	\$ 2,096,815	\$ 2,444,053	\$ 3,737,143	\$ 650,020

**Allocation
June 30, 2025
Book Value**

(Continued)



	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,976	-
InterBank IntraFi MMA	2,591,005	7,260,456	1,012,367
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,591,005	\$ 7,385,431	\$ 1,012,367

Market Value

	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,976	-
InterBank IntraFi MMA	2,591,005	7,260,456	1,012,367
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,591,005	\$ 7,385,431	\$ 1,012,367

**Allocation
March 31, 2025
Book Value**



	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,212,537	\$ 844,601	\$ -	\$ -	\$ -	\$ 367,936	\$ -
PlainsCapital Bank - ICS Sweep	96,118	96,118	-	-	-	-	-
InterBank Money Market	249,984	124,992	-	-	-	-	-
InterBank IntraFi MMA	13,267,525	6,205,205	-	-	-	-	-
TexPool LGIP	15,934,436	10,341,211	1,820,864	1,883,433	1,888,928	-	-
TexasCLASS LGIP-Gov't	3,667,498	-	-	-	-	3,174,716	492,782
East West Bank CD	4,183,943	-	-	-	-	-	-
UBank CD	2,022,332	2,022,332	-	-	-	-	-
US Treasury	2,980,315	2,980,315	-	-	-	-	-
Total	\$ 43,614,688	\$ 22,614,773	\$ 1,820,864	\$ 1,883,433	\$ 1,888,928	\$ 3,542,652	\$ 492,782

Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,212,537	\$ 844,601	\$ -	\$ -	\$ -	\$ 367,936	\$ -
PlainsCapital Bank - ICS Sweep	96,118	96,118	-	-	-	-	-
InterBank Money Market	249,984	124,992	-	-	-	-	-
InterBank IntraFi MMA	13,267,525	6,205,205	-	-	-	-	-
TexPool LGIP	15,934,436	10,341,211	1,820,864	1,883,433	1,888,928	-	-
TexasCLASS LGIP-Gov't	3,667,498	-	-	-	-	3,174,716	492,782
East West Bank CD	4,183,943	-	-	-	-	-	-
UBank CD	2,022,332	2,022,332	-	-	-	-	-
US Treasury	2,990,391	2,990,391	-	-	-	-	-
Total	\$ 43,624,764	\$ 22,624,849	\$ 1,820,864	\$ 1,883,433	\$ 1,888,928	\$ 3,542,652	\$ 492,782

**Allocation
March 31, 2025
Book Value**

(Continued)



	2021 CO Bond Funds	2023 CO Bond Funds	CIP Funds
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
PlainsCapital Bank - ICS Sweep	-	-	-
InterBank Money Market	-	-	124,992
InterBank IntraFi MMA	4,960,227	2,102,093	-
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
East West Bank CD	-	4,183,943	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 4,960,227	\$ 6,286,036	\$ 124,992

Market Value

	2021 CO Bond Funds	2023 CO Bond Funds	CIP Funds
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
PlainsCapital Bank - ICS Sweep	-	-	-
InterBank Money Market	-	-	124,992
InterBank IntraFi MMA	4,960,227	2,102,093	-
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
East West Bank CD	-	4,183,943	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 4,960,227	\$ 6,286,036	\$ 124,992



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider accepting the fourth quarter investment report for FY 2025. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The fourth quarter investment report, prepared by Valley View Consulting, LLC, provides an overview of the Town's investment portfolio performance, strategy, holdings, and compliance for the fourth quarter of FY 2025. The Town's current interest-bearing accounts had an ending market value of \$38,073,965 as of September 30, 2025, representing a decrease of \$5,206,947 since June 30, 2025.

The Town primarily collects property tax revenue during the first and second quarters of the fiscal year. The portfolio composition consists of 84% in money market and local government investment pools, 13% in certificates of deposit and securities, and 3% in demand accounts. This reflects an increase of \$7,562,556 in cash compared to the same period last year.

The total average yield for the quarter was 4.22%, slightly higher than the average rolling six-month Treasury Bill yield of 4.17% for the same period. A substantial portion of the Town's investments remains in the InterBank Insured Cash Sweep (ICS) account to take advantage of the fund's liquidity and its 4.40% yield.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The accrued interest for the current quarter amounts to \$443,123, contributing to the Town's year-to-date interest earnings of \$1,815,316 in FY 2025.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Investment Report

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the fourth quarter investment report for FY 2025.



QUARTERLY INVESTMENT REPORT

For the Quarter Ended

September 30, 2025

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

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

Investment Officer/Finance Manager

Chief Financial Analyst

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

Annual Comparison

FYE Results by Investment Category:

<u>Asset Type</u>	<u>September 30, 2024</u>			<u>September 30, 2025</u>		
	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>	<u>Ave. Yield</u>	<u>Book Value</u>	<u>Market Value</u>
Demand Accounts	0.69%	\$ 1,053,348	\$ 1,053,348	0.72%	\$ 1,182,020	\$ 1,182,020
Money Markets/Local Gov't Investment Pools	5.15%	29,458,061	29,458,061	4.33%	31,824,943	31,824,943
Totals		<u>\$ 30,511,409</u>	<u>\$ 30,511,409</u>		<u>\$ 38,061,235</u>	<u>\$ 38,073,965</u>
Fourth Quarter-End Yield	5.06%			4.22%		

Average Quarter-End Yields (1):

	2024 Fiscal Year	2025 Fiscal Year
Trophy Club	5.28%	4.38%
Rolling Three Month Treasury	5.42%	4.38%
Rolling Six Month Treasury	5.34%	4.35%
TexPool	5.29%	4.36%
Fiscal YTD Interest Earnings	\$ 2,011,192 (Approximate)	\$ 1,815,316 (Approximate)

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

Strategy Summary

Quarter End Results by Investment Category:

Asset Type	June 30, 2025			September 30, 2025		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
Demand Accounts	0.66%	\$ 1,056,122	\$ 1,056,122	0.72%	\$ 1,182,020	\$ 1,182,020
Money Markets/Local Gov't Investment Pools	4.45%	37,187,634	37,187,634	4.33%	31,824,943	31,824,943
CDs/Securities	4.34%	5,028,195.72	5,037,156.91	4.34%	5,054,272	5,067,003
Totals	4.35%	\$ 43,271,951	\$ 43,280,912	4.22%	\$ 38,061,235	\$ 38,073,965

<u>Current Quarter Average Yield (1)</u>	
Total Portfolio	4.22%
Rolling Three Month Treasury	4.24%
Rolling Six Month Treasury	4.17%
TexPool	4.25%

<u>Fiscal Year-to-Date Average Yield (2)</u>	
Total Portfolio	4.38%
Rolling Three Month Treasury	4.38%
Rolling Six Month Treasury	4.35%
TexPool	4.36%

<u>Interest Revenue (Approximate)</u>	
Quarterly Interest Income	\$ 443,123
Year-to-date Interest Income	\$ 1,815,316

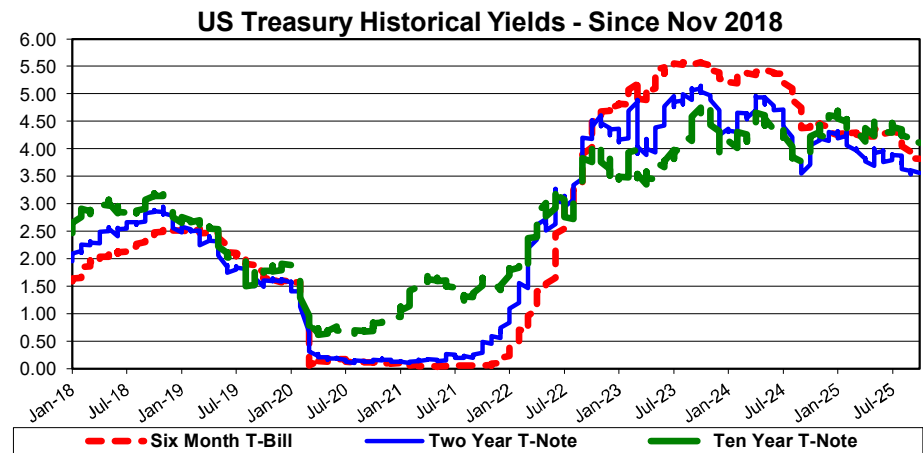
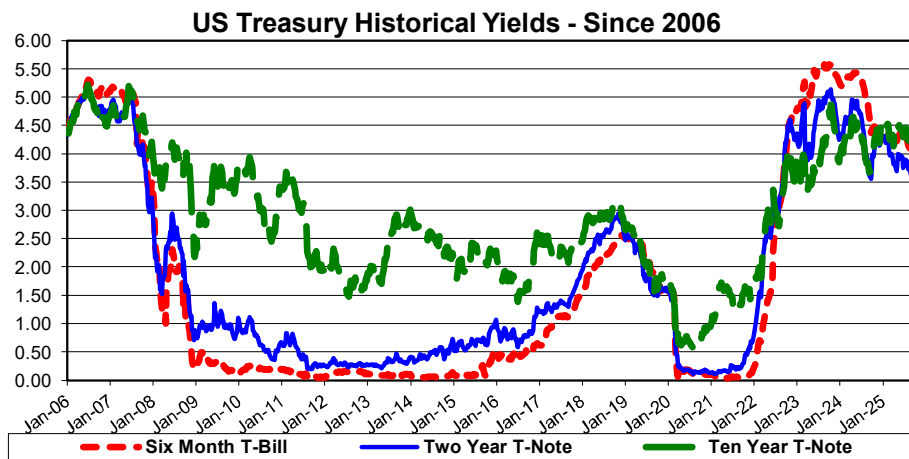
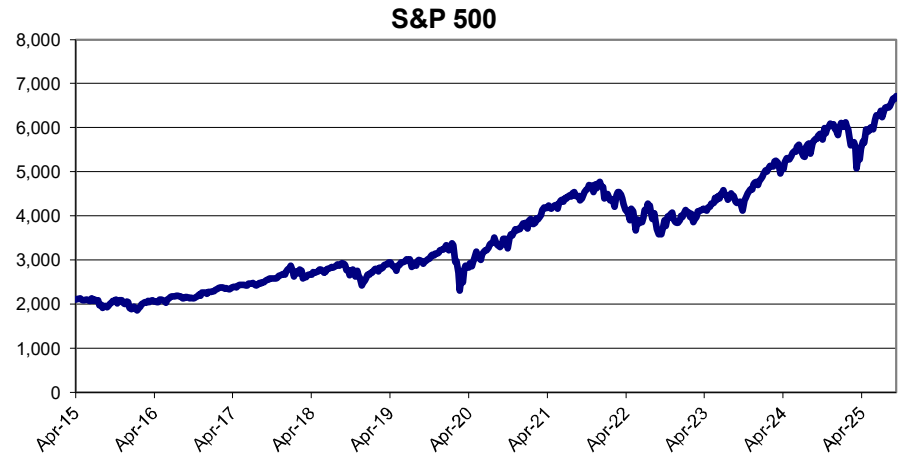
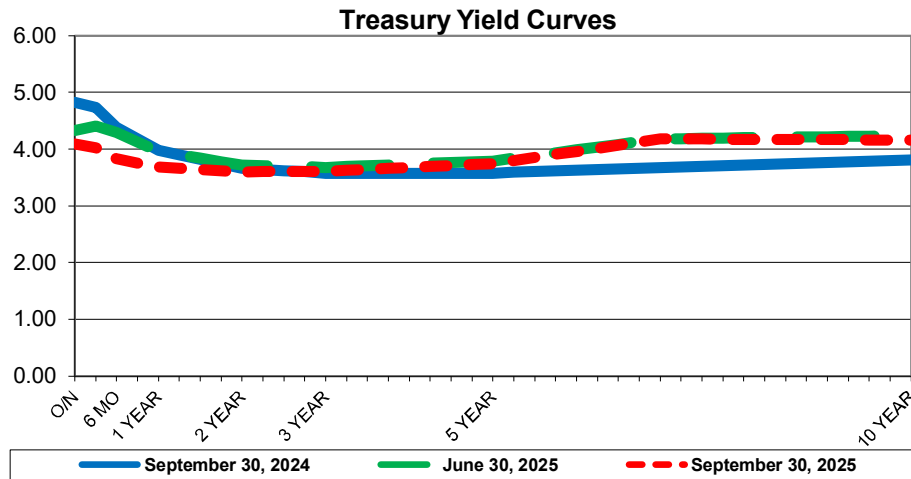
(1) **Current Quarter Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

9/30/2025

The Federal Open Market Committee (FOMC) cut the Fed Funds target range to 4.00% - 4.25% September 17th (Effective Fed Funds trade +/-0.08%). Expectations for additional rate cuts remain - projecting two more 0.25% cuts before year-end. Sep Non-Farm Payroll was delayed by the government shut down. Second Quarter 2025 GDP (final) increased to + 3.8%. The S&P 500 Stock Index continued climbing and reached a new high (+/-6,700). The yield curve condensed with a slight upward slope. Crude Oil remains in the low \$60s. Inflation continues above the FOMC 2% target (Core PCE +/-2.9% and Core CPI +/-3.1%). The Markets still face uncertain economic outlooks, tariff impacts and political conflicts.



Investment Holdings
September 30, 2025

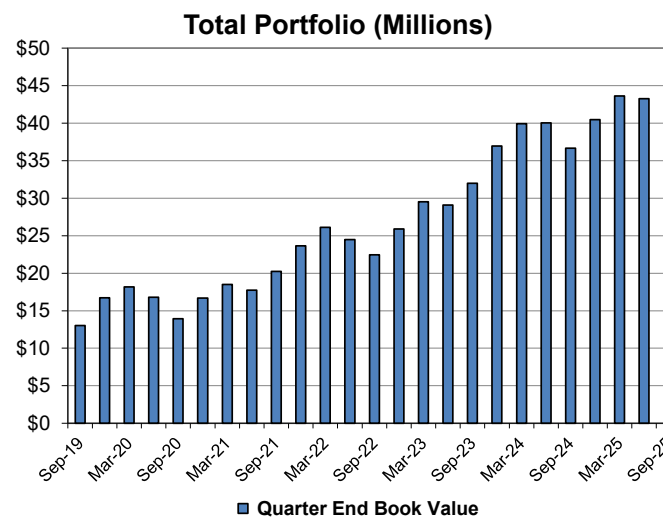
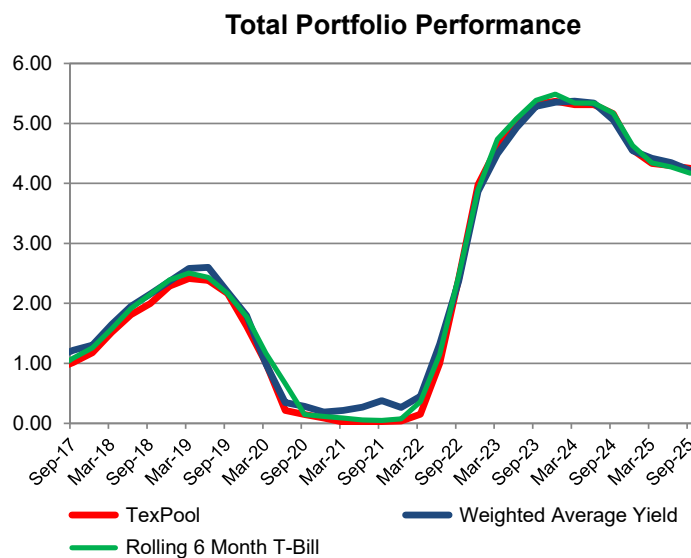
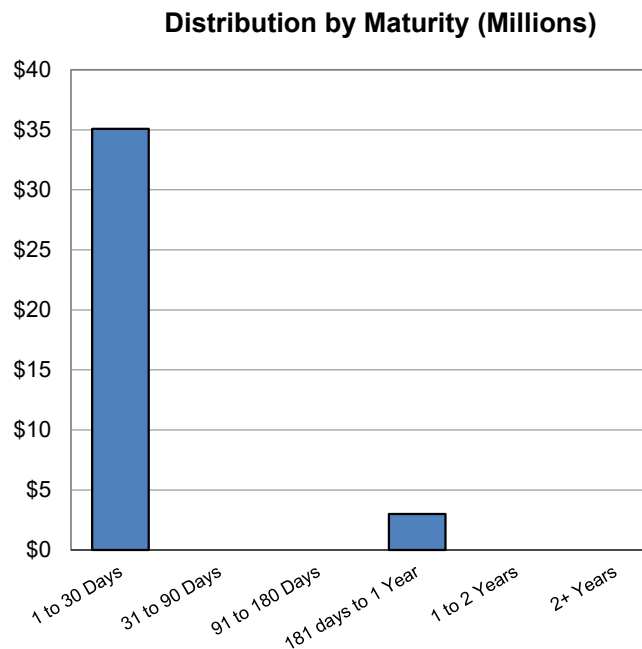
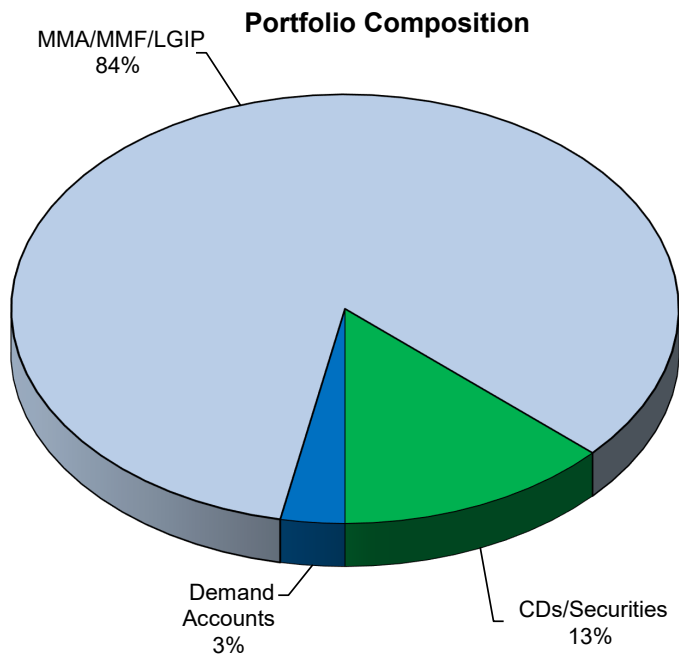


Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (days)	Yield
PlainsCapital Bank - Cash		0.72%	10/01/25	09/30/25	\$ 1,182,020	\$ 1,182,020	1.00	\$ 1,182,020	1	0.72%
InterBank Money Market Account		4.64%	10/01/25	09/30/25	249,930	249,930	1.00	249,930	1	4.64%
InterBank IntraFi MMA		4.40%	10/01/25	09/30/25	17,346,816	17,346,816	1.00	17,346,816	1	4.40%
TexPool LGIP	AAAm	4.25%	10/01/25	09/30/25	9,608,366	9,608,366	1.00	9,608,366	1	4.25%
TexasCLASS LGIP-Gov't	AAAm	4.19%	10/01/25	09/30/25	4,619,831	4,619,831	1.00	4,619,831	1	4.19%
UBank CD		4.43%	10/24/25	10/24/24	2,067,003	2,067,003	100.00	2,067,003	24	4.50%
US Treasury		3.75%	08/31/26	11/06/24	3,000,000	2,987,269	100.00	3,000,000	335	4.23%
					\$ 38,073,965	\$ 38,061,235		\$ 38,073,965	28	4.22%
									(1)	(2)

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

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

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



Book & Market Value Comparison



Issuer/Description	Yield	Maturity Date	Book Value 06/30/25	Increases	Decreases	Book Value 09/30/25	Market Value 06/30/25	Change in Market Value	Market Value 09/30/25
PlainsCapital Bank - Cash	0.72%	10/01/25	\$ 1,056,122	\$ 125,898	\$ -	\$ 1,182,020	\$ 1,056,122	\$ 125,898	\$ 1,182,020
InterBank Money Market Account	4.64%	10/01/25	249,952	-	(22)	249,930	249,952	(22)	249,930
InterBank IntraFi MMA	4.40%	10/01/25	17,142,854	203,962	-	17,346,816	17,142,854	203,962	17,346,816
TexPool LGIP	4.25%	10/01/25	15,565,623	-	(5,957,257)	9,608,366	15,565,623	(5,957,257)	9,608,366
TexasCLASS LGIP-Gov't	4.19%	10/01/25	4,229,206	390,626	-	4,619,831	4,229,206	390,626	4,619,831
UBank CD	4.50%	10/24/25	2,044,423	22,580	-	2,067,003	2,044,423	22,580	2,067,003
US Treasury	4.23%	08/31/26	2,983,773	3,496	-	2,987,269	2,992,734	7,266	3,000,000
TOTAL / AVERAGE	4.22%		\$ 43,271,951	\$ 746,562	\$ (5,957,279)	\$ 38,061,235	\$ 43,280,912	\$ (5,206,947)	\$ 38,073,965

**Allocation
September 30, 2025
Book Value**



	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,182,020	\$ 1,423,808	\$ -	\$ -	\$ -	\$ (241,788)	\$ -
InterBank Money Market	249,930	124,965	-	-	-	-	-
InterBank IntraFi MMA	17,346,816	6,354,126	-	-	-	-	-
TexPool LGIP	9,608,366	4,285,156	379,168	2,197,026	2,747,016	-	-
TexasCLASS LGIP-Gov't	4,619,831	-	-	-	-	3,962,851	656,980
UBank CD	2,067,003	2,067,003	-	-	-	-	-
US Treasury	2,987,269	2,987,269	-	-	-	-	-
Total	\$ 38,061,235	\$ 17,242,327	\$ 379,168	\$ 2,197,026	\$ 2,747,016	\$ 3,721,063	\$ 656,980

Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,182,020	\$ 1,423,808	\$ -	\$ -	\$ -	\$ (241,788)	\$ -
InterBank Money Market	249,930	124,965	-	-	-	-	-
InterBank IntraFi MMA	17,346,816	6,354,126	-	-	-	-	-
TexPool LGIP	9,608,366	4,285,156	379,168	2,197,026	2,747,016	-	-
TexasCLASS LGIP-Gov't	4,619,831	-	-	-	-	3,962,851	656,980
UBank CD	2,067,003	2,067,003	-	-	-	-	-
US Treasury	3,000,000	3,000,000	-	-	-	-	-
Total	\$ 38,073,965	\$ 17,255,058	\$ 379,168	\$ 2,197,026	\$ 2,747,016	\$ 3,721,063	\$ 656,980

**Allocation
September 30, 2025
Book Value**

(Continued)



	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,965	-
InterBank IntraFi MMA	2,621,757	7,346,415	1,024,519
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,621,757	\$ 7,471,379	\$ 1,024,519

Market Value

	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,965	-
InterBank IntraFi MMA	2,621,757	7,346,415	1,024,519
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,621,757	\$ 7,471,379	\$ 1,024,519

**Allocation
June 30, 2025
Book Value**



	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,056,122	\$ 898,164	\$ -	\$ -	\$ -	\$ 157,958	\$ -
InterBank Money Market	249,952	124,976	-	-	-	-	-
InterBank IntraFi MMA	17,142,854	6,279,026	-	-	-	-	-
TexPool LGIP	15,565,623	8,946,208	2,078,546	2,096,815	2,444,053	-	-
TexasCLASS LGIP-Gov't	4,229,206	-	-	-	-	3,579,186	650,020
UBank CD	2,044,423	2,044,423	-	-	-	-	-
US Treasury	2,983,773	2,983,773	-	-	-	-	-
Total	\$ 43,271,951	\$ 21,276,570	\$ 2,078,546	\$ 2,096,815	\$ 2,444,053	\$ 3,737,143	\$ 650,020

Market Value

	Total	General Fund	Debt Service	Storm Drainage Utility	EDC	Hotel Occupancy Tax	Parkland Dedication
PlainsCapital Bank - Cash	\$ 1,056,122	\$ 898,164	\$ -	\$ -	\$ -	\$ 157,958	\$ -
InterBank Money Market	249,952	124,976	-	-	-	-	-
InterBank IntraFi MMA	17,142,854	6,279,026	-	-	-	-	-
TexPool LGIP	15,565,623	8,946,208	2,078,546	2,096,815	2,444,053	-	-
TexasCLASS LGIP-Gov't	4,229,206	-	-	-	-	3,579,186	650,020
UBank CD	2,044,423	2,044,423	-	-	-	-	-
US Treasury	2,992,734	2,992,734	-	-	-	-	-
Total	\$ 43,280,912	\$ 21,285,531	\$ 2,078,546	\$ 2,096,815	\$ 2,444,053	\$ 3,737,143	\$ 650,020

**Allocation
June 30, 2025
Book Value**

(Continued)



	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,976	-
InterBank IntraFi MMA	2,591,005	7,260,456	1,012,367
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,591,005	\$ 7,385,431	\$ 1,012,367

Market Value

	2021 CO Bond Funds	2023 CO Bond Funds	ARPA FUNDS
PlainsCapital Bank - Cash	\$ -	\$ -	\$ -
InterBank Money Market	-	124,976	-
InterBank IntraFi MMA	2,591,005	7,260,456	1,012,367
TexPool LGIP	-	-	-
TexasCLASS LGIP-Gov't	-	-	-
UBank CD	-	-	-
US Treasury	-	-	-
Total	\$ 2,591,005	\$ 7,385,431	\$ 1,012,367



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: April Duvall, Director of Finance

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute an audit services engagement letter and agreement amendment with Forvis Mazars, LLP for the FY 2025 annual audit. (April Duvall, Director of Finance)

BACKGROUND/SUMMARY:

The Texas Local Government Code requires municipalities and counties to undergo an annual audit of their financial records and accounts by a certified public accountant (CPA). This audit must include both an opinion on the financial statements and a compliance report. Additionally, the annual financial statement must be filed with the municipal secretary or clerk within 180 days of the fiscal year's end to ensure compliance with statutory requirements.

In FY 2021, the Town of Trophy Club selected BKD to perform auditing services following a formal solicitation process. Since that time, BKD has merged and now operates as Forvis Mazars, LLP. This engagement letter represents the continuation of services for FY 2025, marking the fourth year of the contract and the first of two optional renewal years.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: For FY 2025, the Town will incur an engagement fee of \$51,800 for audit services provided by Forvis Mazars, LLP. Additional charges may be incurred if issues such as fraud, changes in accounting principles, or new reporting standards arise.

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

ATTACHMENTS:

1. Engagement Letter

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to execute an audit services engagement letter and agreement amendment with Forvis Mazars, LLP for the FY 2025 annual audit.

September 30, 2025

Honorable Jeannette Tiffany, Mayor
Members of Town Council
Brandon Wright, Town Manager
April Duvall, Director of Finance
Town of Trophy Club, Texas
1 Trophy Wood Drive
Trophy Club, Texas 76262

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**[®].

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

Town of Trophy Club, Texas for the year ended September 30, 2025

- Financial Statement Audit in Accordance with *Government Auditing Standards*
- Compliance Audit in Accordance with Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the Uniform Guidance)

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

As required by Chapter 2271, Texas Government Code, we represent that we do not boycott Israel and will not boycott Israel through the term of this engagement. For purposes of this representation, "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.

Engagement Fees

The fee for our services will be \$51,800, which includes an administrative fee of (5) percent to cover certain technology and administrative costs associated with our services.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines. Our fees do not contemplate the following transactions or activities during the period of this engagement:

- Change in accounting principles
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Quantitative impairment analysis of long-lived assets
- More than one major federal awards programs

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required. We will consult with you during the audit should we believe additional time will be necessary.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*, is effective for fiscal years beginning after December 15, 2023. Early application is encouraged.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
 - Current controls and policies
 - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 101, including:
 - Assisting with information gathering by reviewing current leave programs and policies
 - Discussing potential calculation methods

- o Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101
- o Documenting any changes from previous compensated absence calculations methodologies
- o Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services, HIPAA Business Associate Agreement, and Terms and Conditions Addendum**, on behalf of the **Town of Trophy Club**.

BY _____
Brandon Wright, Town Manager

DATE _____

BY _____
April Duvall, Director of Finance

DATE _____

Scope of Services – Audit Services

We will audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information and related disclosures, which collectively comprise the basic financial statements for the following entity:

Town of Trophy Club, Texas as of and for the year ended September 30, 2025.

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing opinions on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements are expected to be presented along with management's annual comprehensive financial report. Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether the combining and individual fund financial statements and schedules and the schedule of expenditures of federal awards ("supplementary information") are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Preparing lease schedules based on your assignment of leased assets lives and methods
- Preparing a draft of the annual comprehensive financial report (ACFR) and related notes, including supplementary information and the schedule of expenditures of federal awards
- Proposing for your review and approval the adjusting entries to convert your cash-basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Proposing for your review and approval the year-end entries related to Governmental Accounting Standards Board Statements 68, 75, 87, 94, and 96. Management is responsible for the propriety of the entries

Dan Barron, Partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
Town of Trophy Club, Texas	The Honorable Mayor and Members of the Town Council

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the Uniform Guidance. Those standards require that we plan and perform:

The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error

- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity complied with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

**Limitations &
Fraud**

Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement or material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your
Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
 - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
 - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
 - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
 - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
 - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
 - Additional information that we may request for the purpose of the audit
- **Internal Control and Compliance** – for the:
 - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
 - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
 - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
 - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors
- **Accounting and Reporting** – for the:
 - Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets
 - Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
 - Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
 - Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
 - Distribution of audit reports to any necessary parties.

**Required
Supplementary
Information**

Accounting principles generally accepted in the United States of America provide for certain required supplementary information ("RSI") to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis ("MD&A")
2. Budgetary comparison
3. Pension and Other Postemployment Benefit information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary
Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS.

**Written
Confirmations
Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

**Peer Review
Report**

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

HIPAA Business Associate Agreement

This Business Associate Agreement (“BAA”) is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as “Business Associate”) and Town of Trophy Club, Texas (hereinafter referred to as “Covered Entity”).

RECITALS

Business Associate provides services to Covered Entity under this contract (the “Contract”), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information (“PHI”).

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as “HIPAA/HITECH Final Omnibus Rule,” that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* (“HIPAA”) Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the “HITECH Act”) and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the “Omnibus Rule”), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:
 - 1.1. As reasonably necessary to provide the services in the Contract;
 - 1.2. As otherwise permitted or required by this BAA;
 - 1.3. As required by law; and
 - 1.4. For the proper management and administration of Business Associate’s business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.
 - 2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI (“ePHI”) to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.
 - 2.2. To the extent the Business Associate is to carry out one or more of Covered Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:
 - 4.1. Any limitation(s) in the Covered Entity’s notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI;
 - 4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI; and
 - 4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**
 - 5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity’s PHI. For purposes of this Business Associate Agreement, the term “Unsuccessful Security Incident” shall mean any security incident that does not result in any unauthorized

access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- 5.2. **Notification.** To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:
- i. Each individual whose unsecured PHI was subject to the breach; and
 - ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.
- 5.3. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- 6. Term and Termination.**
- 6.1. **Term.** The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.
- 6.2. **Termination for Cause.** Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.
- 6.3. **Obligations of Business Associate Upon Termination.** Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;
 - iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
 - iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and
 - v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed
- 6.4. **Survival.** The obligations of Business Associate under this section shall survive the termination of this BAA.
- 7. Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:
- 7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
 - 7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.
- 8. Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.
- 9. Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
- 10. Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.
- 11. Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.
- 12. No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.
- 13. Integration.** Any reference in this Agreement to a section of the HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.
- 14. General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties. THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between

subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether Forvis Mazars performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of Forvis Mazars in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.

8. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Texas, without regard to its conflict of laws principles.
11. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**
12. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
13. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
14. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.
15. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, i.e., Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.
16. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.
17. **Subpoenas or Other Legal Process.** In the event Forvis Mazars is required to respond to any such subpoena, court order, or any government regulatory inquiry or other legal process relating to You or Your management for the production of documents and/or testimony relative to information We obtained or prepared incident to this or any other engagement in a matter in which Forvis Mazars is not a party, You shall compensate Forvis Mazars for all time We expend in connection with such response at normal and customary hourly rates and to reimburse Us for all out-of-pocket expenses incurred in regard to such response.
18. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.
- Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.
19. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

REGULATORY

20. **U.S. Securities and Exchange Commission (“SEC”) and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants (“AICPA”), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

21. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor’s report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor’s report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, “Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document.”

22. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

23. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

24. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.

25. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

26. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

27. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars’ services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

28. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

29. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
30. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
31. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.
32. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.
33. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews.



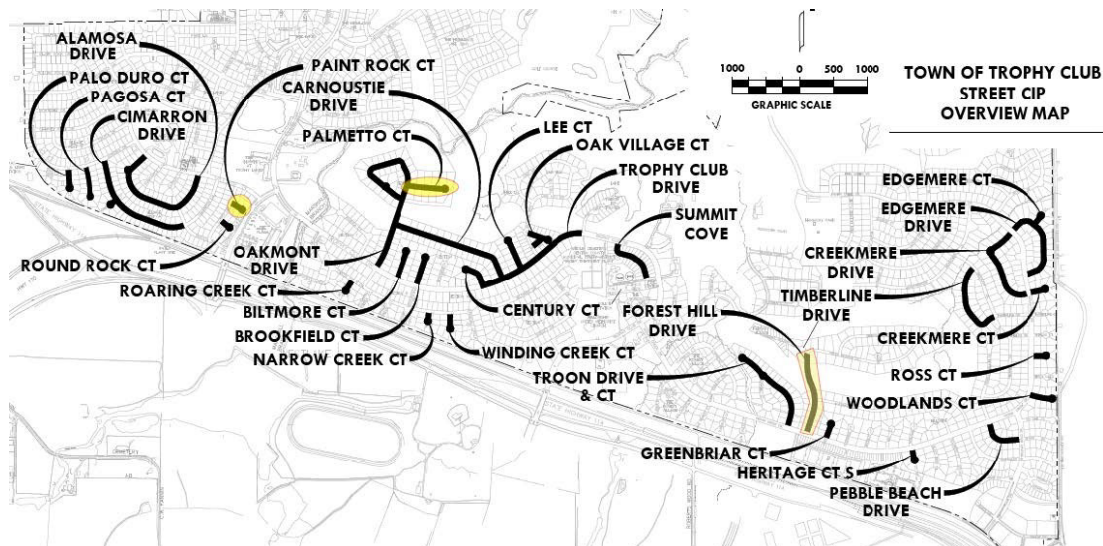
TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a construction contract with Axis Contracting, Inc. for the 2025 Street Projects including Forest Hill Drive, Palmetto Court, and Paint Rock Court in the amount of \$1,722,534.75. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: Staff is seeking Town Council approval to award a construction contract in the amount of \$1,722,534.75, which includes a \$300,000 owner's contingency reserve, to Axis Contracting, Inc. for construction services to complete the approved FY 2025 Capital Improvement Street Projects. In March 2025, the Town Council approved an engineering and administration services contract for the 2025 Street Projects, which include Forest Hill Drive, Paint Rock Court, and Palmetto Court, with Teague Nall and Perkins (TNP), the Town's engineering firm. TNP designed the project and solicited contractor bids following completion of the plans and specifications.



Four bids were received in response to the solicitation and were evaluated, scored, and tabulated. The evaluation results are attached to the agenda item for reference. The winning bid was submitted by Axis Contracting, Inc., which has more than 19 years of construction experience, including multiple street reconstruction projects. Axis Contracting has demonstrated sufficient resources to complete the work and has an outstanding reputation in the North Texas area. The contractor will be bonded and insured for the duration of the

project. Construction is scheduled to begin in January 2026. According to the bid documents, substantial completion is to be achieved within 220 days, with final acceptance at 240 days.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT:

Funding for the 2025 Street Projects is provided through the FY 2025 Capital Improvement Program, with a total budget of \$2,990,000 funded by Bond Series 2025. The total cost for engineering and inspection services with TNP is \$445,000. After deducting the contracts with TNP and Axis Contracting, the remaining balance in the 2025 Street Projects account is \$822,465.25. As a result of this budget surplus, additional streets are being added to the 2026 Street Projects list to accelerate the replacement of identified roadways.

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

ATTACHMENTS:

1. Bid Proposal Evaluation

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a construction contract with Axis Contracting, Inc. for the 2025 Street Projects including Forest Hill Drive, Palmetto Court, and Paint Rock Court in the amount of \$1,722,534.75.

October 29, 2025

Brandon Wright, Town Manager
Town of Trophy Club
1 Trophy Wood Drive
Trophy Club, TX 76262

Re: Bid Proposal Evaluation for Paving and Drainage Improvements for Forest Hill Drive, Palmetto Court and Paint Rock Court

Dear Brandon:

On October 23, 2025, competitive sealed proposals (CSP) were opened for the above referenced Town project. Four bids were received and a bid tabulation report has been prepared and attached for record. The following are the bid results for the total project bid:

Contractor	Total Project Bid	Total Calendar Days
Axis Contracting, Inc.	\$1,722,534.75	240
McMahon Contracting, LP	\$1,972,539.40	240
GRod Construction, LLC	\$2,053,008.00	330
North Texas Contracting, Inc.	\$2,710,142.00	545

The project was bid as a CSP (Competitive Sealed Proposal) in which the published selection criteria was used. The selection criteria is as follows:

1. Cost – 40%
2. Bid Time – 20%
3. Qualifications & Experience – 20%
4. Reputation/References – 20%

A panel consisting of representatives from Town of Trophy Club scored the respective bidders based on the selection criteria above. Information for Items 3 & 4 of the selection criteria were provided by the bidders for the scoring evaluation. The scores were tabulated and are attached for record.

Based on the results, Axis Contracting, Inc. submitted the proposal that offers the best value to the Town.

If you have any questions or need any additional information, please do not hesitate to contact us.

Sincerely,

tnp
teague nall & perkins



Philip C. Varughese, PE, CFM
Team Leader, Associate Principal
Attachments

cc: Matt Cox, Director of Community Development (via email)

PAVING AND DRAINAGE IMPROVEMENTS FOR FOREST HILL DRIVE, PALMETTO COURT AND PAINT ROCK COURT

Rating Category Scoring System

Contractor	Bid Amount		Bid Time*		Qualifications & Experience	Reputation & References	Total
	Total Project Bid	(40 pts)	Total Time	(20 pts)	(20 pts)	(20 pts)	
Axis Contracting, Inc.	\$1,722,534.75	40.0	240	20.0	18.7	18.7	97.40
McMahon Contracting, LP	\$1,972,539.40	34.9	240	20.0	19.3	19.3	93.53
GRod Construction, LLC	\$2,053,008.00	33.6	330	14.5	17.7	17.7	83.51
North Texas Contracting, Inc.	\$2,710,142.00	25.4	545	8.8	19.0	19.0	72.23

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: TOWN OF TROPHY CLUB
DESCRIPTION: Paving & Drainage Improvements for Forest Hill Drive, Palmetto Court & Paint Rock Court

TNP JOB NO: TRO 25236
BID DATE: THURSDAY, OCTOBER 23, 2025
BID TIME: 2PM EST
ENGINEER'S ESTIMATE: \$2 Million

				BIDDERS							
				Axis Contracting, Inc.		McMahon Contracting, LP		GRod Construction, LLC		North Texas Contracting, Inc.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
UNIT A1 - FOREST HILL DRIVE PAVING & DRAINAGE IMPROVEMENTS											
A1-1	Bonds & Insurance	1	LS	\$13,200.00	\$13,200.00	\$90,158.00	\$90,158.00	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00
A1-2	Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$23,560.00	\$23,560.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
A1-3	Right-of-Way Preparation	1	LS	\$35,220.00	\$35,220.00	\$17,080.00	\$17,080.00	\$45,000.00	\$45,000.00	\$15,000.00	\$15,000.00
A1-4	Stormwater Pollution Prevention Plan & Erosion Control, Complete In Place, Incl. Maintenance & Removal	1	LS	\$2,475.00	\$2,475.00	\$1,550.00	\$1,550.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00
A1-5	Traffic Control Plan, Barricades, Signs & Related Devices	1	LS	\$8,250.00	\$8,250.00	\$12,909.00	\$12,909.00	\$38,000.00	\$38,000.00	\$10,000.00	\$10,000.00
A1-6	Remove & Replace Brick Mailboxes	5	EA	\$3,000.00	\$15,000.00	\$1,984.00	\$9,920.00	\$1,500.00	\$7,500.00	\$5,000.00	\$25,000.00
A1-7	Remove & Reset Standard Mailboxes	5	EA	\$750.00	\$3,750.00	\$407.00	\$2,035.00	\$500.00	\$2,500.00	\$1,000.00	\$5,000.00
A1-8	Remove Exist. Storm Drain Structure	3	EA	\$900.00	\$2,700.00	\$700.00	\$2,100.00	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00
A1-9	Remove Exist. RCP Storm Drain Pipe- All Sizes	126	LF	\$15.00	\$1,890.00	\$41.50	\$5,229.00	\$25.00	\$3,150.00	\$100.00	\$12,600.00
A1-10	Remove & Reinstall Curb Inlet Top	2	EA	\$7,550.00	\$15,100.00	\$7,564.00	\$15,128.00	\$8,500.00	\$17,000.00	\$5,000.00	\$10,000.00
A1-11	Remove & Reinstall Fire Hydrant	1	EA	\$4,350.00	\$4,350.00	\$5,215.00	\$5,215.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
A1-12	Remove & Dispose Ex. Concrete Pavement & Driveways (Including Conc. Aggregate)	3,880	SY	\$18.00	\$69,840.00	\$21.00	\$81,480.00	\$29.00	\$112,520.00	\$20.00	\$77,600.00
A1-13	Remove & Dispose Ex. Concrete Flatwork	48	SY	\$18.00	\$864.00	\$30.00	\$1,440.00	\$40.00	\$1,920.00	\$12.00	\$576.00
A1-14	Remove & Reconstruct Street Light Foundation	3	EA	\$9,350.00	\$28,050.00	\$7,500.00	\$22,500.00	\$4,800.00	\$14,400.00	\$6,131.00	\$18,393.00
A1-15	Unclassified Street Excavation & Grading	1	LS	\$18,500.00	\$18,500.00	\$13,480.00	\$13,480.00	\$30,000.00	\$30,000.00	\$302,391.00	\$302,391.00
A1-16	6" Reinforced Concrete Pavement	3,565	SY	\$80.00	\$285,200.00	\$81.60	\$290,904.00	\$77.00	\$274,505.00	\$120.00	\$427,800.00
A1-17	6" Integral Concrete Curb	2,100	LF	\$5.00	\$10,500.00	\$4.50	\$9,450.00	\$6.00	\$12,600.00	\$1.00	\$2,100.00
A1-18	6" Reinforced Concrete Driveway (Including Curb)	150	SY	\$110.00	\$16,500.00	\$146.00	\$21,900.00	\$160.00	\$24,000.00	\$250.00	\$37,500.00
A1-19	6" Reinforced Concrete Aggregate Pavement (Including Curb)	35	SY	\$235.00	\$8,225.00	\$160.00	\$5,600.00	\$175.00	\$6,125.00	\$375.00	\$13,125.00
A1-20	8" Lime Treated Subgrade	4,235	SY	\$8.00	\$33,880.00	\$13.00	\$55,055.00	\$12.00	\$50,820.00	\$6.00	\$25,410.00
A1-21	Hydrated Lime (36LB/SY)	76	TON	\$420.00	\$31,920.00	\$395.00	\$30,020.00	\$360.00	\$27,360.00	\$435.00	\$33,060.00
A1-22	4" Reinforced Concrete Sidewalk	35	SY	\$115.00	\$4,025.00	\$98.50	\$3,447.50	\$80.00	\$2,800.00	\$300.00	\$10,500.00
A1-23	4" Reinforced Concrete Aggregate Sidewalk (Pavestone, Brick, or Natural Stone)	13	SY	\$225.00	\$2,925.00	\$112.30	\$1,459.90	\$100.00	\$1,300.00	\$500.00	\$6,500.00
A1-24	5' Curb Inlet (I-CU FTW)	1	EA	\$6,500.00	\$6,500.00	\$9,238.00	\$9,238.00	\$9,900.00	\$9,900.00	\$8,000.00	\$8,000.00
A1-25	10' Standard Curb Inlet	1	EA	\$8,000.00	\$8,000.00	\$7,564.00	\$7,564.00	\$10,500.00	\$10,500.00	\$7,000.00	\$7,000.00
A1-26	4'x4' Storm Drain Manhole	1	EA	\$9,000.00	\$9,000.00	\$6,076.00	\$6,076.00	\$8,800.00	\$8,800.00	\$5,000.00	\$5,000.00
A1-27	4'x4' Storm Drain Drop Inlet	1	EA	\$9,750.00	\$9,750.00	\$5,456.00	\$5,456.00	\$12,500.00	\$12,500.00	\$7,000.00	\$7,000.00
A1-28	18" Reinforced Concrete Pipe (Class III)	28	LF	\$230.00	\$6,440.00	\$146.00	\$4,088.00	\$766.00	\$21,448.00	\$639.00	\$17,892.00
A1-29	24" Reinforced Concrete Pipe (Class III)	71	LF	\$225.00	\$15,975.00	\$194.00	\$13,774.00	\$400.00	\$28,400.00	\$661.00	\$46,931.00
A1-30	27" Reinforced Concrete Pipe (Class III)	52	LF	\$262.00	\$13,624.00	\$263.00	\$13,676.00	\$500.00	\$26,000.00	\$691.00	\$35,932.00
A1-31	30" Reinforced Concrete Pipe (Class III)	5	LF	\$260.00	\$1,300.00	\$411.00	\$2,055.00	\$800.00	\$4,000.00	\$709.00	\$3,545.00
A1-32	Connect to Ex. Storm Drain Pipe	7	EA	\$900.00	\$6,300.00	\$1,460.00	\$10,220.00	\$1,500.00	\$10,500.00	\$500.00	\$3,500.00
A1-33	Trench Safety	156	LF	\$5.00	\$780.00	\$5.00	\$780.00	\$20.00	\$3,120.00	\$1.00	\$156.00
A1-34	Restoration of Parkways and Yards	1,550	SY	\$20.35	\$31,542.50	\$22.00	\$34,100.00	\$16.00	\$24,800.00	\$10.00	\$15,500.00
A1-35	Repair/Replace Sprinkler Systems in Parkways	16	LOT	\$1,045.00	\$16,720.00	\$2,315.00	\$37,040.00	\$950.00	\$15,200.00	\$1,500.00	\$24,000.00
A1-36	Utility Adjustments	1	LS	\$4,000.00	\$4,000.00	\$5,489.00	\$5,489.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
A1-37	Tree Protection	1	LS	\$4,500.00	\$4,500.00	\$1,870.00	\$1,870.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00
TOTAL - UNIT A1 - FOREST HILL DRIVE PAVING & DRAINAGE IMPROVEMENTS					\$752,795.50		\$873,046.40		\$924,668.00		\$1,265,011.00

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: TOWN OF TROPHY CLUB
DESCRIPTION: Paving & Drainage Improvements for Forest Hill Drive, Palmetto Court & Paint Rock Court

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ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
UNIT B1 - PALMETTO COURT PAVING IMPROVEMENTS											
B1-1	Bonds & Insurance	1	LS	\$4,400.00	\$4,400.00	\$54,435.00	\$54,435.00	\$8,800.00	\$8,800.00	\$12,000.00	\$12,000.00
B1-2	Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$15,500.00	\$15,500.00	\$17,500.00	\$17,500.00	\$7,500.00	\$7,500.00
B1-3	Right-of-Way Preparation	1	LS	\$11,740.00	\$11,740.00	\$6,300.00	\$6,300.00	\$27,500.00	\$27,500.00	\$7,500.00	\$7,500.00
B1-4	Stormwater Pollution Prevention Plan & Erosion Control, Complete In Place, Incl. Maintenance & Removal	1	LS	\$1,925.00	\$1,925.00	\$1,550.00	\$1,550.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
B1-5	Traffic Control Plan, Barricades, Signs & Related Devices, Implementation & Maintenance	1	LS	\$4,400.00	\$4,400.00	\$8,610.00	\$8,610.00	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00
B1-6	Remove & Replace Brick Mailboxes	9	EA	\$3,000.00	\$27,000.00	\$1,984.00	\$17,856.00	\$1,500.00	\$13,500.00	\$5,000.00	\$45,000.00
B1-7	Remove & Reset Standard Mailboxes	1	EA	\$750.00	\$750.00	\$407.00	\$407.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
B1-8	Remove & Reinstall Curb Inlet Top	1	EA	\$7,550.00	\$7,550.00	\$7,564.00	\$7,564.00	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00
B1-9	Remove & Reinstall Fire Hydrant	1	EA	\$4,350.00	\$4,350.00	\$5,215.00	\$5,215.00	\$8,500.00	\$8,500.00	\$10,000.00	\$10,000.00
B1-10	Remove & Dispose Ex. Concrete Pavement & Driveways (Including Conc. Aggregate)	2,375	SY	\$18.00	\$42,750.00	\$21.00	\$49,875.00	\$29.00	\$68,875.00	\$20.00	\$47,500.00
B1-11	Remove & Dispose Ex. Concrete Flatwork	65	SY	\$18.00	\$1,170.00	\$26.00	\$1,690.00	\$40.00	\$2,600.00	\$12.00	\$780.00
B1-12	Remove & Reconstruct Street Light Foundation	2	EA	\$9,350.00	\$18,700.00	\$7,500.00	\$15,000.00	\$4,800.00	\$9,600.00	\$6,612.00	\$13,224.00
B1-13	Unclassified Street Excavation & Grading	1	LS	\$11,000.00	\$11,000.00	\$5,990.00	\$5,990.00	\$21,000.00	\$21,000.00	\$213,500.00	\$213,500.00
B1-14	6" Reinforced Concrete Pavement	2,190	SY	\$80.00	\$175,200.00	\$81.60	\$178,704.00	\$80.00	\$175,200.00	\$120.00	\$262,800.00
B1-15	6" Integral Concrete Curb	960	LF	\$5.00	\$4,800.00	\$4.50	\$4,320.00	\$6.00	\$5,760.00	\$1.00	\$960.00
B1-16	6" Reinforced Concrete Driveway (Including Curb)	161	SY	\$110.00	\$17,710.00	\$170.00	\$27,370.00	\$160.00	\$25,760.00	\$250.00	\$40,250.00
B1-17	6" Reinforced Concrete Aggregate Driveway (Including Curb)	30	SY	\$235.00	\$7,050.00	\$180.00	\$5,400.00	\$180.00	\$5,400.00	\$375.00	\$11,250.00
B1-18	8" Lime Treated Subgrade	2,545	SY	\$8.00	\$20,360.00	\$13.00	\$33,085.00	\$15.00	\$38,175.00	\$6.00	\$15,270.00
B1-19	Hydrated Lime (36LB/SY)	46	TON	\$420.00	\$19,320.00	\$395.00	\$18,170.00	\$360.00	\$16,560.00	\$400.00	\$18,400.00
B1-20	4" Reinforced Concrete Sidewalk	10	SY	\$115.00	\$1,150.00	\$130.00	\$1,300.00	\$100.00	\$1,000.00	\$300.00	\$3,000.00
B1-21	4" Reinforced Concrete Aggregate Sidewalk (Pavestone, Brick, or Natural Stone)	55	SY	\$225.00	\$12,375.00	\$142.20	\$7,821.00	\$75.00	\$4,125.00	\$500.00	\$27,500.00
B1-22	Curb Drain	2	EA	\$900.00	\$1,800.00	\$1,245.00	\$2,490.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
B1-23	Restoration of Parkways and Yards	725	SY	\$20.35	\$14,753.75	\$23.00	\$16,675.00	\$18.00	\$13,050.00	\$10.00	\$7,250.00
B1-24	Repair/Replace Sprinkler Systems in Parkways and Yards	11	LOT	\$1,045.00	\$11,495.00	\$2,315.00	\$25,465.00	\$950.00	\$10,450.00	\$1,000.00	\$11,000.00
B1-25	Utility Adjustments	1	LS	\$6,000.00	\$6,000.00	\$5,489.00	\$5,489.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
B1-26	Tree Protection	1	LS	\$4,500.00	\$4,500.00	\$1,870.00	\$1,870.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
TOTAL - UNIT B1 -PALMETTO COURT PAVING IMPROVEMENTS					\$438,248.75		\$518,151.00		\$507,355.00		\$780,684.00

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: TOWN OF TROPHY CLUB
DESCRIPTION: Paving & Drainage Improvements for Forest Hill Drive, Palmetto Court & Paint Rock Court

TNP JOB NO: TRO 25236
BID DATE: THURSDAY, OCTOBER 23, 2025
BID TIME: 2PM EST
ENGINEER'S ESTIMATE: \$2 Million

				BIDDERS							
				Axis Contracting, Inc.		McMahon Contracting, LP		GRod Construction, LLC		North Texas Contracting, Inc.	
ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
UNIT C1 - PAINT ROCK COURT PAVING IMPROVEMENTS											
C1-1	Bonds & Insurance	1	LS	\$4,400.00	\$4,400.00	\$25,520.00	\$25,520.00	\$8,800.00	\$8,800.00	\$6,000.00	\$6,000.00
C1-2	Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$14,900.00	\$14,900.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
C1-3	Right-of-Way Preparation	1	LS	\$11,740.00	\$11,740.00	\$3,925.00	\$3,925.00	\$25,000.00	\$25,000.00	\$7,500.00	\$7,500.00
C1-4	Stormwater Pollution Prevention Plan & Erosion Control, Complete In Place, Incl. Maintenance & Removal	1	LS	\$1,375.00	\$1,375.00	\$1,550.00	\$1,550.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00
C1-5	Traffic Control Plan, Barricades, Signs & Related Devices, Implementation & Maintenance	1	LS	\$4,400.00	\$4,400.00	\$4,350.00	\$4,350.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
C1-6	Remove & Replace Brick Mailboxes	5	EA	\$3,000.00	\$15,000.00	\$1,984.00	\$9,920.00	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00
C1-7	Remove & Reset Standard Mailboxes	1	EA	\$750.00	\$750.00	\$407.00	\$407.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
C1-8	Remove Exist. Storm Drain Structure	1	EA	\$900.00	\$900.00	\$700.00	\$700.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
C1-9	Remove & Dispose Ex. Concrete Pavement & Driveways (Including Conc. Aggregate)	1,155	SY	\$18.00	\$20,790.00	\$25.00	\$28,875.00	\$29.00	\$33,495.00	\$20.00	\$23,100.00
C1-10	Remove & Dispose Ex. Concrete Flatwork	21	SY	\$18.00	\$378.00	\$27.00	\$567.00	\$40.00	\$840.00	\$12.00	\$252.00
C1-11	Remove & Reconstruct Street Light Foundation	1	EA	\$9,350.00	\$9,350.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$6,781.00	\$6,781.00
C1-12	Unclassified Street Excavation & Grading	1	LS	\$6,000.00	\$6,000.00	\$3,100.00	\$3,100.00	\$15,000.00	\$15,000.00	\$119,924.00	\$119,924.00
C1-13	6" Reinforced Concrete Pavement	1,020	SY	\$80.00	\$81,600.00	\$89.00	\$90,780.00	\$100.00	\$102,000.00	\$100.00	\$102,000.00
C1-14	6" Integral Concrete Curb	420	LF	\$5.00	\$2,100.00	\$4.50	\$1,890.00	\$6.00	\$2,520.00	\$1.00	\$420.00
C1-15	6" Reinforced Concrete Driveway (Including Curb)	115	SY	\$110.00	\$12,650.00	\$141.00	\$16,215.00	\$160.00	\$18,400.00	\$250.00	\$28,750.00
C1-16	8" Lime Treated Subgrade	1,170	SY	\$8.00	\$9,360.00	\$13.00	\$15,210.00	\$26.00	\$30,420.00	\$6.00	\$7,020.00
C1-17	Hydrated Lime (36LB/SY)	21	TON	\$420.00	\$8,820.00	\$395.00	\$8,295.00	\$360.00	\$7,560.00	\$400.00	\$8,400.00
C1-18	4" Reinforced Concrete Sidewalk	21	SY	\$115.00	\$2,415.00	\$130.00	\$2,730.00	\$100.00	\$2,100.00	\$300.00	\$6,300.00
C1-19	10' Standard Curb Inlet	1	EA	\$8,000.00	\$8,000.00	\$7,564.00	\$7,564.00	\$10,500.00	\$10,500.00	\$7,000.00	\$7,000.00
C1-20	Curb Drain	1	EA	\$500.00	\$500.00	\$1,245.00	\$1,245.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
C1-21	Restoration of Parkways and Yards	550	SY	\$20.35	\$11,192.50	\$27.00	\$14,850.00	\$18.00	\$9,900.00	\$10.00	\$5,500.00
C1-22	Repair/Replace Sprinkler Systems in Parkways and Yards	6	LOT	\$1,045.00	\$6,270.00	\$2,315.00	\$13,890.00	\$950.00	\$5,700.00	\$1,000.00	\$6,000.00
C1-23	Utility Adjustments	1	LS	\$3,000.00	\$3,000.00	\$5,489.00	\$5,489.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00
C1-24	Tree Protection	1	LS	\$4,500.00	\$4,500.00	\$1,870.00	\$1,870.00	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00
TOTAL - UNIT C1 - PAINT ROCK COURT PAVING IMPROVEMENTS					\$231,490.50		\$281,342.00		\$320,985.00		\$364,447.00
BASE BID ITEMS											
UNIT A1 - FOREST HILL DRIVE PAVING & DRAINAGE IMPROVEMENTS					\$752,795.50		\$873,046.40		\$924,668.00		\$1,265,011.00
UNIT B1 - PALMETTO COURT PAVING IMPROVEMENTS					\$438,248.75		\$518,151.00		\$507,355.00		\$780,684.00
UNIT C1 - PAINT ROCK COURT PAVING IMPROVEMENTS					\$231,490.50		\$281,342.00		\$320,985.00		\$364,447.00
OWNER'S CONTINGENCY					\$300,000.00		\$300,000.00		\$300,000.00		\$300,000.00
TOTAL AMOUNT BASE BID					\$1,722,534.75		\$1,972,539.40		\$2,053,008.00		\$2,710,142.00
BASE BID (UNIT A1) - FOREST HILL DRIVE PAVING & DRAINAGE IMPROVEMENTS											
Substantial Completion (Calendar Days)					135		75		120		200
Final Acceptance (Calendar Days)					10		25		30		30
BASE BID (UNIT B1) - PALMETTO COURT PAVING IMPROVEMENTS											
Substantial Completion (Calendar Days)					45		60		90		150
Final Acceptance (Calendar Days)					5		20		15		30
BASE BID (UNIT C1) - PAINT ROCK COURT PAVING IMPROVEMENTS											
Substantial Completion (Calendar Days)					40		45		60		105
Final Acceptance (Calendar Days)					5		15		15		30
TOTAL BID TIME					240		240		330		545

Reviewed: Philip C. Varughese, P.E.



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

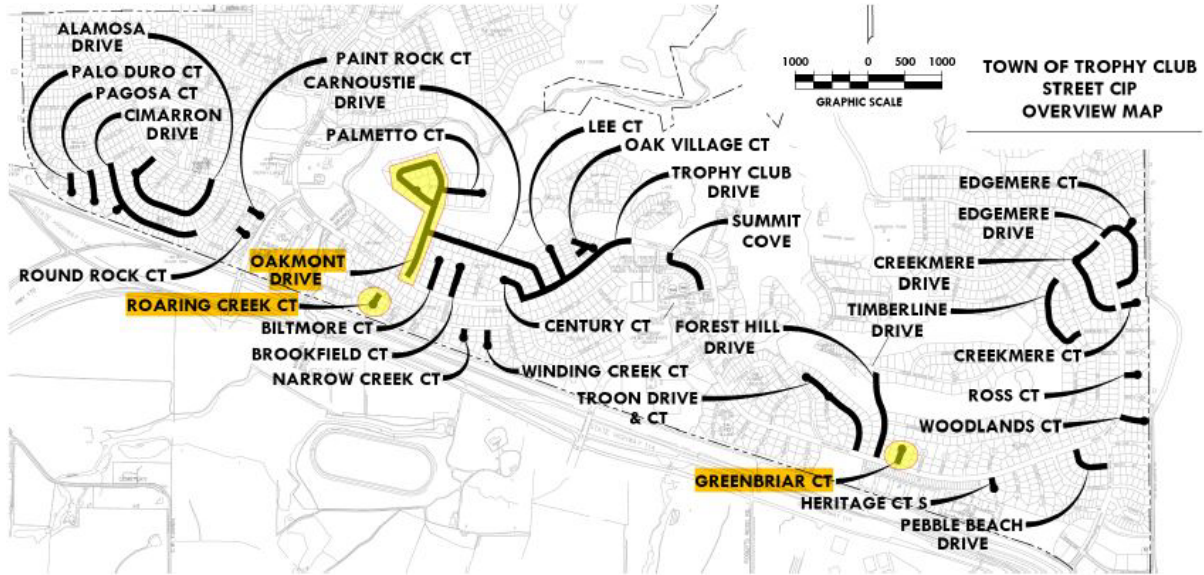
FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$730,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the 2026 Capital Improvement Street Projects including Oakmont Drive, Roaring Creek Court, and Greenbriar Court. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: The Town's FY 2026-2031 Capital Improvement Program includes annual street maintenance and replacement projects to ensure that street infrastructure remains in good condition. The Capital Improvement Program was approved by the Town Council at its September 8, 2025 meeting.

The list of streets selected for the 2026 Street Projects are Oakmont Drive, Roaring Creek Court, and Greenbriar Court. These streets were identified for replacement based on the 2022 Trophy Club Streets Pavement Survey, which utilized the Pavement Condition Index (PCI) and Structure Strength Index (SSI) to determine the Overall Condition Index (OCI). The OCI rating guides the prioritization of street replacements based on funding allocated by the Town Council for this purpose. Due to remaining funds from the 2025 Street Projects, both Roaring Creek Court and Greenbriar Court have been accelerated on the street project list for 2026. The ratings associated with the three identified streets are as follows:

1. Oakmont Dr - PCI 27, SSI 82.83, OCI 27
2. Roaring Creek Ct - PCI 34, SSI 82.83, OCI 34
3. Greenbriar Ct - PCI 43, SSI 100, OCI 53



The professional services agreement with Teague Nall and Perkins (TNP) provides general civil engineering services for the identified street replacement projects. These services include topography and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspections.

This initiative aligns with the Town Council’s strategic goals by prioritizing investments in street infrastructure, enhancing roadway safety, and improving pedestrian pathways to ensure accessibility and connectivity throughout the community. Additionally, this project supports the Council’s objective to strengthen infrastructure by upgrading and replacing aging roadways.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The following table outlines the cost breakdown for each street project to be awarded through the contract. Each cost includes topographic and boundary surveys, subsurface utility engineering, civil engineering, bidding and construction administration, and construction inspections.

<u>Street</u>	<u>Cost</u>
Oakmont Drive	\$580,000
Roaring Creek Court	\$75,000
Greenbriar Court	\$75,000
Total	\$730,000

Funding for the 2026 Street Projects is provided in the FY 2026 Capital Improvement Program with a total budget of \$4,010,000 funded through Bond Series 2025. The Town also anticipates a remaining balance of \$822,465.25 upon completion of the 2025 Street Projects. As a result, Roaring Creek Court and Greenbriar Court have been accelerated and will be designed for replacement as part of the 2026 Street Projects list, depending on bid pricing and available budget. This project, along with all other initiatives funded in the FY 2026 Capital Improvement Program, is incorporated into the Town's long-term debt financing plan and tax rate goal adopted in September 2024.

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

ATTACHMENTS:

- 1. Professional Services Agreement

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Teague Nall and Perkins, Inc. in a not-to-exceed amount of \$730,000 for survey, utility engineering, civil engineering, bidding and construction administration, and construction inspection services for the 2026 Capital Improvement Street Projects including Oakmont Drive, Roaring Creek Court, and Greenbriar Court.



AUTHORIZATION AND AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Town of Trophy Club – 2026 CIP Street Reconstruction – Oakmont Drive, Roaring Creek Court and Greenbriar Court

TNP PROJECT NUMBER: TRO 25XXX

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

ADDRESS: 1 Trophy Wood Drive
Trophy Club, TX 76262

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

Article I

SCOPE: Provide Civil Engineering services associated with the street reconstruction improvements for Oakmont Drive, Roaring Creek Court, and Greenbriar Court in Trophy Club, Texas, as generally shown on Attachment ‘D’.

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

Article II

COMPENSATION shall be on the basis of the following:

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

Oakmont Drive	
• Topo & Boundary Survey	\$ 45,000
• SUE (Subsurface Utility Engineering)	\$ 45,000
• Civil Engineering, Bidding and Construction Administration	\$ 390,000
• Construction Inspections	\$ 100,000
Roaring Creek Court	
• Topo & Boundary Survey	\$ 7,500
• SUE (Subsurface Utility Engineering)	\$ 7,500
• Civil Engineering, Bidding and Construction Administration	\$ 50,000
• Construction Inspections	\$ 10,000
Greenbriar Court	
• Topo & Boundary Survey	\$ 7,500
• SUE (Subsurface Utility Engineering)	\$ 7,500
• Civil Engineering, Bidding and Construction Administration	\$ 50,000
• Construction Inspections	\$ 10,000

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

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

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

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

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

- 1) Platting preparation, zoning applications, zoning exhibits, preliminary utility plans, drainage studies, and preliminary drainage plans;
- 2) Preparation of Encroachment or Access Agreements;
- 3) Environmental Assessments;
- 4) Franchise Utility Extensions or Relocations;
- 5) Water of Sanitary Sewer Studies;
- 6) Screen Wall Design;
- 7) Storm Water Pollution Prevention Plan (SWPPP);
- 8) TxDOT Turn Lanes (Acceleration or Deceleration);
- 9) LEED Certification Design;
- 10) Geotechnical Engineering;
- 11) Lift Station Design;
- 12) Electrical Engineering;
- 13) Onsite Water Storage Tank or Fire Pump System;
- 14) Permitting;
- 15) Construction staking

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

- D. Fees: Any permit fees, filing fees, or other fees related to the project and paid on behalf of the client by the CONSULTANT to other entities shall be invoiced at 1.10 times actual cost.
- E. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to CONSULTANT more than 30 days from invoice date may result in cessation of services until payment is received.
- F. Compensation Summary: A summary of project fees is included in Attachment 'B-1'.

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

Article III

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

Article IV

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

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

Approved by CLIENT:

Town of Trophy Club

By: _____

Title: _____

Date: _____

Accepted by CONSULTANT:

Teague Nall and Perkins, Inc.

By: Michael Wilson

Title: Principal

Date: 10/31/2025

Firm Contact Information:

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



TNP Firm Registrations

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

CONTRACT PROVISIONS

- 1. AUTHORIZATION TO PROCEED**
Signing this agreement shall be construed as authorization by CLIENT for CONSULTANT to proceed with the work, unless otherwise provided for in this agreement.
- 2. DIRECT EXPENSES**
A fee equal to 3% of labor billings shall be included on each monthly invoice for prints, plots, photocopies, plans or documents on CD, DVD or memory devices, and mileage. No individual or separate accounting of these items will be performed by TNP.
- 3. OUTSIDE SERVICES**
When technical or professional services are furnished by an outside source, subject to reasonable, timely and substantive objections of CLIENT, an additional amount shall be added to the cost of these services for CONSULTANT's administrative costs, as provided herein.
- 4. OPINION OF PROBABLE COST**
In providing opinions of probable cost, the CLIENT understands that CONSULTANT has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. CONSULTANT makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
- 5. PROFESSIONAL STANDARDS**
The standard of care for all professional engineering and services performed or furnished by CONSULTANT shall be the care and skill ordinarily used by other members of the relevant profession in the same circumstances and type of work in the State of Texas, and with the same level of professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization as other members of the same profession in the same circumstances and location. CONSULTANT makes no other warranty, expressed or implied concerning the standard of care. Subject to the above standards of care, CONSULTANT may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- 6. TERMINATION**
Either CLIENT or CONSULTANT may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.
- 7. LEGAL EXPENSES**
In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.
- 8. PAYMENT TO CONSULTANT**
Monthly invoices will be issued by CONSULTANT for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law in accordance with Texas Gov't Code Ch. 2251.
- 9. ADDITIONAL SERVICES**
Services not specified as Basic Services in Scope and Attachment 'A' will be provided by CONSULTANT as Additional Services when authorized by the CLIENT. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.
- 10. SALES TAX**
In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will not be added on or collected as the Client is tax exempt under Texas law.
- 11. SURVEYING SERVICES**
In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, Texas 78741, (512) 440-7723.
- 12. LANDSCAPE ARCHITECT SERVICES**
The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.
- 13. INVALIDITY CLAUSE**
In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
- 14. PROJECT SITE SAFETY**
CONSULTANT has no duty or responsibility for project site safety.
- 15. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY**
Means and methods of construction and jobsite safety are the sole responsibility of the contractor. CONSULTANT shall not: (i) at any time supervise, direct, control, or have authority over any contractor's work, or (ii) be responsible for construction site safety, the means and methods of construction or the safety

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

16. OWNER RESPONSIBILITY

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

17. SITE VISITS

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

18. CHOICE OF LAW; VENUE

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

19. DOCUMENTS

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

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

20. ATTORNEY FEES

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

21. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 'A' ITEMIZED SCOPE OF SERVICES

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

BASIC SERVICES

TOPO AND BOUNDARY SURVEY

1. Establish horizontal control points as needed throughout the project. The basis of bearings will be the Texas Coordinate System of 1983 (North Central Zone; NAD83 (2011) Epoch 2010).
2. Title research and deeds obtained of the subject property and the adjoining property owners.
3. A thorough investigation of boundary markers/corners will be made on the subject property and the adjoining property.
4. A boundary analysis of the property will be made by a Registered Professional Land Surveyor.
5. Establish vertical benchmarks as needed throughout the project.
6. The visible improvements such as curbs, walks, fences, buildings, signs, etc. will be located and shown on the survey.
7. Visible utilities such as power poles, manholes and valves etc. will be located.

Deliverable = Existing Property base and Topographic drawing in digital format showing 1foot contour intervals and the items listed above for design purposes.

Data will be delivered in Texas Coordinate System of 1983 North Central Zone (4202).

SUE (SUBSURFACE UTILITY ENGINEERING)

The following represents the general understanding between the Client and Engineer regarding the basis and/or limitations under which these subsurface utility designating and/or locating services are provided:

1. These services will be conducted and provided in general compliance with CI/ASCE 38-22 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data). This standard establishes and defines four quality levels for data collection that are briefly described as:
 - Quality Level D (QL-"D") – Generally QL-"D" indicates information collected or derived from research of existing records and/or oral discussions.
 - Quality Level C (QL-"C") - Generally QL-"C" indicates information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-"D" information. Incorporates QL-"D" information. (Limited in this scope, this scope is to cover underground utility crossings)
 - Quality Level B (QL-"B") – Generally QL-"B", also known as "designating" indicates information obtained through the application of appropriate surface geophysical methods to determine the

existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents. Incorporates QL-“D” & QL-“C” information.

- Quality Level A (QL-“A”) - Generally QL-“A”, also known as “locating”, indicates the precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, at a specific point. Incorporates QL-“D” QL-“C” & QL-“B” information.
2. These services are for the purpose of aiding the design of the subject project by providing information related to subsurface utilities in order to allow potential utility conflicts to be minimized or eliminated.
 3. The Engineer will provide services that meet the standard of care for existing subsurface utility location and mapping as established in CI/ASCE 38-22 by exercising due diligence with regard to records research and acquisition of utility information, including visually inspecting the work area for evidence of utilities and reviewing the available utility record information from the various utility owners. However, the Engineer makes no guarantee that all utilities can or will be identified and shown as there still may be utilities within the project area that are undetectable or unknown.
 4. Facilities that are discovered through field investigative efforts by the Engineer but no plan records or ownership data can be identified will be hereafter referred to as unknown. As part of these services, the Engineer will provide QL-C information in the project deliverables for all unknown utilities that may be identified in the field investigation of the project. Designating and/or locating unknown utilities will typically not be part of the initial scope of work but depending on the client’s needs can be added as additional work to address concerns of the project impacts of “unknown” facilities.
 5. Ground penetrating radar will not be used as a part of the field investigation of the project site unless that use has been specifically addressed with the scope of services described herein.
 6. Test holes are very limited in size or diameter (typically 12 inches by 12 inches, or approximately 144 square inches). Given this limited size, some subsurface conditions may prevent the completion of test holes, including rock(s), groundwater, large roots, other utilities & structures, etc. Test hole attempts which cannot be completed due to site conditions will be documented and noted on the plans.
 7. When test holes are used to locate utilities, the nominal pipe sizes of the targeted utility will be documented and reported by using field measurements of the outside diameter (OD) of the pipe (to the nearest inch). Based upon this field measured OD, the nominal pipe size will be determined using typical pipe wall thickness data and other available data including record information. Pipe diameters that are too large for measurement, encased or non-encased conduit duct banks and other concrete encased systems which cannot be adequately measured will be reported based upon the best available information.
 8. The documented results produced by these services represent a professional opinion and interpretation based upon record information and/or field evidence. These results may be affected by a variety of existing site conditions, including soil content, depth of the utility, density of utility clusters, and electro-magnetic characteristics of the targeted utilities. Also, the lack of and/or poor condition of a trace wire for non-conductive materials such as PVC, HDPE, etc. in most cases will make the successful detection and location of the utility unlikely.

9. The Engineer will apply professional judgment to determine which utilities require additional field effort and/or methods to properly designate and/or locate, most commonly when record drawings are not available. In such cases, the Engineer will provide a recommendation or request for additional services to the Client. Among other methods, a detectable duct rodder or other conductor may be introduced into the line to enable the designation of the utility. This method is dependent upon approval by the utility owner, as well as access to, size and condition of the utility.
10. None of these services are intended to and should not be understood to relieve the Client or others from the responsibility to comply with the statutory requirements related to notifying the proper one-call system(s) in advance of any and all excavation, grading and/or construction within the project site.

SCOPE OF BASIC SERVICES:

The scope of subsurface utility designating and/or locating services for this project is described below. Survey services to tie utility crossing marks and/or identifiers placed during the subsurface utility designating and/or locating effort will be provided in this contract.

1. Quality Level 'B' through 'D' Utility Information & Designation – TNP will provide utility information, up to QL-"B", for the street reconstruction limits.

This work includes:

- a. Requesting utility records on all crossing utilities from the Client, public utilities and private utility companies known to provide service within the project area, as well as other sources, in an effort to develop a comprehensive inventory of utility systems likely to be encountered. Record documents may include construction plans, system diagrams, distribution maps, transmission maps, geographic information system data, as well as oral descriptions of the existing systems. The depiction of utilities from records (QL-"C" or "D") will be based on thorough field and office activities and shall be based on the most reliable indication of position available.
 - b. Visible surface features and appurtenances of subsurface utilities found within the project site will also be evaluated. Using appropriate surface geophysical methods, TNP will search for detectible indications of the location of anticipated subsurface utilities.
 - c. Marking all locations that can be validated, using paint, flags or other devices.
 - d. Preparing documentation of the utilities encountered and marked, including their general location, orientation, type & size, if known.
 - e. Based on ASCE Standard 38-22 standards, a 2d CADD file and PDF depicting the subsurface utilities designated, signed and sealed by a professional engineer in the state of Texas.
-
- b) Quality Level A Utility Test Hole – TNP will excavate by air-vacuum or other minimally invasive methods up to **one (1) test hole per street**, at locations yet to be determined within the project limits in order to identify the exact horizontal & vertical locations of crucial utility. The location of the tests hole will be outside of any paved area. Also, if locating the end of casing is requested the cost will be based on an hourly charge based on the fee schedule below. This work includes:
 - a. Providing all necessary personnel, equipment, supplies, management and supervision needed for the test hole excavation, backfill and restoration.

- b. Coordinating with Client, property owner, and/or permitting authorities, as needed and obtaining any required permits, permission or rights-of-entry with help from The Client
- c. Contacting the appropriate one-call system to request utilities to be marked on-the-ground prior to beginning excavation of test hole.
- d. Providing and utilizing appropriate traffic control devices, as necessary, in conformance with the MUTCD, including any state or locally adopted supplements. (if closures or additional traffic control equipment is needed other than cones additional direct expenses will be charged)
- e. Preparing documentation for each test hole attempted. This documentation will include the horizontal and vertical position of the targeted utility or structure, a general description of the target utility, with condition, material and general orientation noted, a generalized description of the material encountered in the test hole, and any other field observations noted during the excavation.

CIVIL ENGINEERING

Upon completion of the topographic design survey, CONSULTANT will begin design for the streets, and drainage improvements. The CONSULTANT will coordinate his work as necessary to interface with Town staff and provide periodic updates on design as well as meet with Town staff to review scope, opinion of cost as well as project schedules. Once final plans have been completed, the CONSULTANT will deliver original plan documents with Engineer's seal and signature, sufficient for printing and distribution for bidding. CONSULTANT will prepare final cost opinions upon delivery of final contract documents to confirm project budget. CONSULTANT will present to the Town Council the overall project design, cost and schedule as necessary prior to bidding.

Provide Civil Engineering for the street reconstructions as shown on Attachment 'D'.

Scope of work shall include the following:

- Street Reconstruction Plans
- Project Details
- Project Contracts per Town Standards

BIDDING AND CONSTRUCTION ADMINISTRATION

1. Once plans are approved to move forward to bidding, CONSULTANT will reproduce full detailed contract documents to complete the bid package for distribution to prospective bidders. CONSULTANT will represent the plans and answer questions to perspective bidders and issue addendums as necessary. CONSULTANT will represent the Town at the bid opening to receive and open bids and prepare a bid tabulation of the bids. CONSULTANT will review all bids and evaluate the apparent low bidder and make recommendation in writing to the Town Council as well as present the bid to the Council in public hearing as necessary.
2. CONSULTANT will prepare the contract documents for execution by the Owner and approved Contractor. CONSULTANT will conduct a pre-construction meeting to initiate the construction. CONSULTANT will attend and oversee periodic job site meetings to oversee the construction of the project. It is anticipated that the project will take approximately 12-months to complete.
3. For purposes of this agreement, the scope will include bi-weekly Owner-Engineer-Contractor (OEC) meetings which will be up to 2 meetings per month for the duration of the construction. In addition to the site meetings, the Design Team will review all Shop Drawings, respond to RFI's and review and make payment recommendations to the Owner.

4. Once the project is substantially complete, a punch list will be developed to identify any noncompliant or incomplete work by the contractor and to assist in the final completion of the project and final payment. An additional follow up to any outstanding items or issues will be provided until Final Acceptance of the work is given to the Contractor.

CONSTRUCTION INSPECTION

The project scope will be to provide Construction Inspection for all public improvements – paving and storm drainage improvements. Any water/sewer improvements to be inspected by the Town MUD.

CONSULTANT will provide an onsite inspector as necessary to review, oversee and inspect all public improvements, including subgrade, lime stabilization, pre-installation of pavement that would include review placement of forms and reinforcing steel as well as inspection of placement and finishing of concrete pavements, and installation of storm drainage infrastructure.

The inspection will be based plans and specifications prepared by the CONSULTANT, the engineer of record and under the oversight of CONSULTANT who is providing construction management services.

Inspector will maintain inspection reports and provide feedback and direction to the contractor and Town as necessary to make any adjustments during these construction activities.

ATTACHMENT 'B'

STANDARD RATE SCHEDULE

2025 Standard Hourly Rates

Effective January 1, 2025 to December 31, 2025

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

**Hourly
Billing**

Utility Management, Utility Coordination, and SUE

Senior Utility Coordinator	\$190.00	
Utility Coordinator	\$170.00	
SUE Field Manager	\$190.00	
Sr. Utility Location Specialist	\$180.00	
Utility Location Specialist	\$135.00	
1-Person Designator Crew w/Equipment***	\$165.00	
2-Person Designator Crew w/Equipment***	\$220.00	
2-Person Vac Excavator Crew w/Equip (Exposing Utility Only)	\$335.00	(4 hr. min.)
Core Drill (equipment only)	\$830.00	per day
SUE QL-A Test Hole (0 < 8 ft)***	\$2,400.00	each
SUE QL-A Test Hole (> 8 < 15 ft)***	\$2,900.00	each

**Hourly
Billing**

Construction Management, Construction Engineering and Inspection (CEI)

Construction Inspector I/II	\$120.00
Construction Inspector III	\$140.00
Senior Construction Inspector	\$160.00
Construction Manager	\$235.00
Senior Construction Manager	\$280.00

Direct Cost Reimbursables

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

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

Notes:

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

* Rates shown are for 2025 and are subject to change in subsequent years.

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

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

ATTACHMENT 'B-1' COMPENSATION SUMMARY

SERVICE	FEE	FEE BASIS
BASIC SERVICES		
Oakmont Drive:		
Topo & Boundary Survey	\$45,000	Fixed Fee
SUE (Subsurface Utility Engineering)	\$45,000	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$390,000	Fixed Fee
Construction Inspections	\$100,000	Fixed Fee
Roaring Creek Court:		
Topo & Boundary Survey	\$7,500	Fixed Fee
SUE (Subsurface Utility Engineering)	\$7,500	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$50,000	Fixed Fee
Construction Inspections	\$10,000	Fixed Fee
Greenbriar Court:		
Topo & Boundary Survey	\$7,500	Fixed Fee
SUE (Subsurface Utility Engineering)	\$7,500	Fixed Fee
Civil Engineering, Bidding & Construction Administration	\$50,000	Fixed Fee
Construction Inspections	\$10,000	Fixed Fee
TOTAL FEE	\$730,000	



ATTACHMENT 'B-2' SAMPLE INVOICE

Teague, Nall & Perkins, Inc.

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

Client Contact
Client
Address

Invoice number
Date

Professional services rendered for the month ending November 30,2022

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
<u>Oakmont Drive:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction Administration					
Construction Inspections					
<u>Roaring Creek Court:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction Administration					
Construction Inspections					
<u>Greenbriar Court:</u>					
Topo & Boundary Survey					
SUE					
Civil Engineering, Bidding & Construction Administration					
Construction Inspections					
Total					

Invoice total

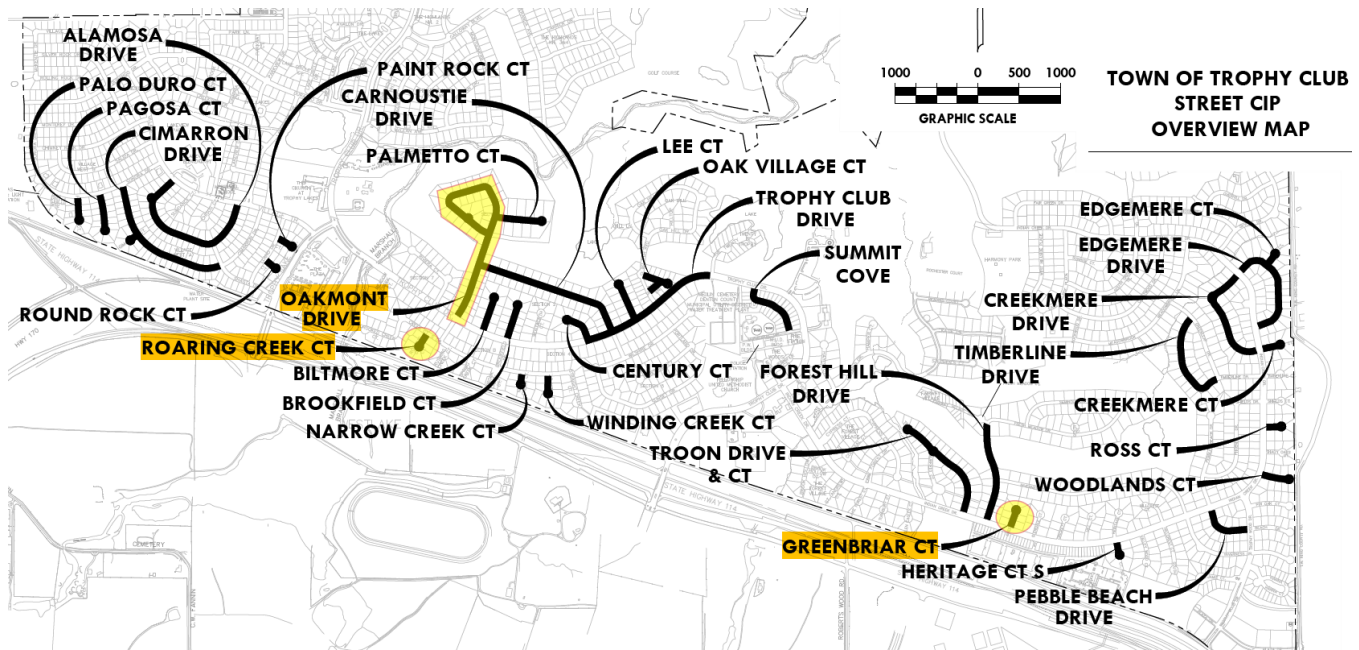
Please show project number on all payments of this statement

ATTACHMENT 'C' PROJECT SCHEDULE

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

ATTACHMENT 'D'

Project Limits





TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: Matt Cox, Director of Community Development

AGENDA ITEM: Consider acceptance of the completed construction work for the Inverness Drive Drainage Improvements Project and authorize final acceptance of the project, beginning the two-year maintenance bond period. (Matt Cox, Director of Community Development)

BACKGROUND/SUMMARY: At the December 19, 2024 Town Council meeting, the Town authorized the Town Manager to negotiate and execute a construction contract with Wildstone Construction, LLC for the Inverness Drive Drainage Improvements Project in the amount of \$1,914,104. This contract included a \$200,000 owner's contingency and was part of the Town's ongoing stormwater system improvement initiative to reduce flooding impacts on multiple private properties during heavy rain events.

Engineering design and construction management services were provided by Teague Nall & Perkins (TNP), the Town's engineering firm. The project was funded primarily through the Town's American Rescue Plan Act (ARPA) allocation, with supplemental support from the Stormwater Utility Fund. Construction began in early 2025 and has now reached full completion.

A final inspection of the project was conducted by TNP and Town staff on September 26, 2025, who confirmed that all work was completed in accordance with the contract documents and specifications. TNP issued a Final Acceptance letter dated October 28, 2025, verifying that the project met all contractual and engineering requirements.

In accordance with the construction agreement, the two-year maintenance bond period for Wildstone Construction, LLC began on October 28, 2025, ensuring that any deficiencies identified during that period will be corrected by the contractor.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The total final amount of the Wildstone Construction contract for the Inverness Drive Drainage Improvement Project is \$1,860,751, which includes the use of \$146,647 in owner's contingency funds. The total project cost was funded through the Town's ARPA allocation.

LEGAL REVIEW: N/A

ATTACHMENTS:

1. Final Acceptance Letter

ACTIONS/OPTIONS:

Staff recommends that the Town Council move to accept the completed construction work for the Inverness Drive Drainage Improvements Project and authorize final acceptance of the project, beginning the two-year maintenance bond period effective October 28, 2025.

October 28, 2025

John Kolb, President
Wildstone Construction, LLC
12850 Hwy 287
Fort Worth, TX 76052
(via email)

Re: Final Acceptance for Drainage Improvements for Inverness Drive

Dear Mr. Kolb,

This is your letter of Final Acceptance for the above project. The final inspection by the Town indicate that the work is complete and is therefore accepted by the Town of Trophy Club.

In accordance with the contract documents, the maintenance bond shall be in effect for two (2) years from October 28, 2025

If you have any questions, please do not hesitate to contact us.

Sincerely,

tnp
teague nall & perkins



Philip C. Varughese, P.E., CFM
Team Leader/Associate Principal

cc: Brandon Wright, Town Manager – Town of Trophy Club (via email)
Matt Cox, Director of Community Development - Town of Trophy Club (via email)
Gunner Chi, P.E., Senior Project Manager – TNP (via email)
Scott Walker, Construction Inspector – TNP (via email)
William Blackwood, Wildstone Construction, (via email)
TRO 24271 File



TOWN COUNCIL COMMUNICATION

MEETING DATE: November 10, 2025

FROM: Tammy Dixon, Town Secretary

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

BACKGROUND/SUMMARY:

The Denton Central Appraisal District (DCAD) Board of Directors serves either a one- or three-year term, as outlined by Senate Bill 2 (SB 2), Second Special Session of the 88th Legislature. The Board is elected by the taxing entities located within Denton County. Each taxing entity is allotted a number of votes based on its percentage of the total tax levy for Denton County. The two nominees receiving the highest number of votes are elected to the Board of Directors.

Each taxing entity must cast its votes by written resolution and submit them to the Chief Appraiser by December 15. An entity may cast all of its votes for one candidate or may distribute its votes among multiple candidates.

The candidates nominated by the taxing units are as follows:

1. **Mike Hennefer** - City of Carrollton, CFB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake
2. **Ann Pomykal** - City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano, Town of Shady Shored, City of Southlake
3. **Jordan Villareal** - Frisco ISD, City of Frisco
4. **DeVon English** - Little Elm ISD

Based on the 2025 adjusted tax levy, the Town of Trophy Club has eight (8) votes, which may be cast for a single nominee or distributed among the nominees. The number of votes allocated to each candidate must be specified in the resolution and reflected in the motion. The Denton Central Appraisal District has received biographical forms from three of the four candidates, which are attached to this agenda item.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

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

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

ATTACHMENTS:

- 1. Resolution
- 2. Denton CAD Ballot Delivery Letter
- 3. Bio Forms
- 4. Distribution of Votes

ACTIONS/OPTIONS:

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

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, CASTING EIGHT (8) VOTES FOR CANDIDATES IN THE ELECTION OF THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS AND PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the Town of Trophy Club, as a taxing entity of the Denton Central Appraisal District, has a total of eight (8) votes to cast for this year's nominees.

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

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

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

Candidate Name	# of votes

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

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

PASSED and APPROVED by the Town Council of the Town of Trophy Club, Texas on this 10th day of November 2025.

Jeannette Tiffany, Mayor

ATTEST:

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

Dean Roggia, Town Attorney



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units
FROM: Don Spencer, Chief Appraiser
DATE: October 22, 2025
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before Monday, December 15th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The two nominees receiving the most votes will be seated as Place 4 & 7 on the Denton CAD Board of Directors in January of 2026.

The candidates nominated by the taxing units are:

<u>Candidate</u>	<u>Nominating Unit</u>
1. Mike Hennefer	<i>City of Carrollton, C-FB ISD, City of The Colony, Denton County, City of Frisco, City of Highland Village, Lewisville ISD, City of Lewisville, Northwest ISD, City of Plano, Town of Shady Shores, City of Southlake</i>
2. Ann Pomykal	<i>City of Carrollton, City of The Colony, Denton County, City of Highland Village, City of Lewisville, Lewisville ISD, Northwest ISD, City of Plano Town of Shady Shores, City of Southlake</i>
3. Jordan Villareal	Frisco ISD, City of Frisco
4. DeVon English	Little Elm ISD

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

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

Thank you,

Don Spencer
Chief Appraiser
Denton Central Appraisal District

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2025 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 23, 2025.**

DeVon English _____
 Name

2732 Peach Dr. Little Elm. 75068 _____
 Address/City/Zip

972-746-0251 _____ coachdevonenglish@gmail.com _____
 Cell Phone E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

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

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

No

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

I am interested in serving on the Denton Central Appraisal District Board of Directors because I believe in fair, transparent, and equitable property assessments that serve the best interests of both taxpayers and local entities. With extensive experience in education, leadership, and community engagement, I understand the importance of accountability, fiscal responsibility, and clear communication between the public and governing bodies. My goal is to contribute to sound decision-making that ensures integrity in the appraisal process and fosters public trust in our county's property tax system.

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

- Over 20 years in education, including leadership roles as a teacher, coach
- Active in mentoring youth, developing athletic and academic programs, and fostering community relationships through service and outreach.

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

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

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

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

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

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

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

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

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

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

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

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

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

MIKE HENNEFER

for DCAD BOARD OF DIRECTORS



EXPERIENCED

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

SEASONED

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

Businessman

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

Family Man

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

Man of Faith

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

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

Nominee Information
Denton Central Appraisal District Board of Directors

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

Ann Pomykal
Name

Corinth, TX 76210
Address/City/Zip

214-364-0039
Cell Phone

annpomykal@aol.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No

2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____

3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____

4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____

5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____

6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No

7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

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

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

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

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

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

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

- I commit myself 100% to any project I take on.*
- My past commitments to education, health & human services & having served in public office including Mayor gave me a broad view of using data & other resources to make decisions.*
- Being Director of Corporate Citizenship @ T.I. & the T.I. Foundation has given me a strong financial & business base for this opportunity.*
- My highest priority is my family & being outdoors.*

Return to:
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Denton, TX 76208
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DENTON CENTRAL APPRAISAL DISTRICT				
2025 DISTRIBUTION OF VOTES				
JURISDICTIONS		2024 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	65,674,321.88	2.1939%	44
S02	AUBREY ISD	39,352,904.49	1.3146%	25
S03	CARROLLTON-FB ISD	57,743,916.14	1.9290%	39
S04	CELINA ISD	3,833,678.65	0.1281%	3
S05	DENTON ISD	378,411,405.76	12.6413%	252
S15	ERA ISD	1,363.08	0.0000%	1
S06	FRISCO ISD	194,933,962.10	6.5120%	129
S07	KRUM ISD	23,764,217.83	0.7939%	16
S08	LAKE DALLAS ISD	39,650,352.26	1.3246%	25
S09	LEWISVILLE ISD	638,403,213.58	21.3267%	426
S10	LITTLE ELM ISD	97,843,078.39	3.2686%	64
S11	NORTHWEST ISD	228,547,521.30	7.6349%	152
S12	PILOT POINT ISD	12,948,005.21	0.4325%	9
S13	PONDER ISD	14,152,080.10	0.4728%	9
S17	PROSPER ISD	54,811,672.58	1.8311%	37
S14	SANGER ISD	25,375,386.78	0.8477%	17
S16	SLIDELL ISD	667,895.55	0.0223%	1
SCHOOL DISTRICTS TOTALS		\$1,876,114,975.68	62.674%	1248
G01	DENTON COUNTY	\$355,813,572.94	11.89%	238
CITIES:				
C26	TOWN OF ARGYLE	5,243,027.85	0.1752%	4
C01	CITY OF AUBREY	5,417,579.06	0.1810%	4
C31	TOWN OF BARTONVILLE	1,230,886.43	0.0411%	1
C02	CITY OF CARROLLTON	67,706,583.01	2.2618%	45
C49	CITY OF CELINA	7,844,726.08	0.2621%	5
C03	CITY OF THE COLONY	51,299,340.21	1.7137%	34
C21	TOWN OF COPPELL	1,146,465.63	0.0383%	1
C27	TOWN OF COPPER CANYON	1,799,333.55	0.0601%	1
C04	CITY OF CORINTH	18,804,366.34	0.6282%	13
C20	CITY OF DALLAS	16,959,752.07	0.5666%	10
C05	CITY OF DENTON	121,511,703.72	4.0593%	80
C42	CITY OF DISH	229,802.25	0.0077%	1
C30	TOWN OF DOUBLE OAK	1,303,943.09	0.0436%	1
C47	TOWN OF CORRAL CITY	29,938.96	0.0010%	1
C07	TOWN OF FLOWER MOUND	63,454,826.24	2.1198%	42
C36	CITY OF FORT WORTH	51,610,843.95	1.7241%	34
C32	CITY OF FRISCO	81,844,800.22	2.7341%	54
C39	CITY OF GRAPEVINE	306.38	0.0000%	1
C22	TOWN OF HACKBERRY	228,478.68	0.0076%	1
C38	CITY OF HASLET	3,218.15	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,634,384.89	0.0880%	2
C08	CITY OF HIGHLAND VILLAGE	16,892,013.38	0.5643%	10
C09	CITY OF JUSTIN	6,546,518.74	0.2187%	4
C18	CITY OF KRUGERVILLE	1,475,331.88	0.0493%	1
C10	CITY OF KRUM	4,868,975.64	0.1627%	3
C11	CITY OF LAKE DALLAS	4,339,853.40	0.1450%	3
C25	CITY OF LAKEWOOD VILLAGE	723,384.86	0.0242%	1
C12	CITY OF LEWISVILLE	93,286,509.19	3.1164%	61
C13	TOWN OF LITTLE ELM	47,202,830.20	1.5769%	32
C45	CITY OF NEW FAIRVIEW	164,216.87	0.0055%	1
C33	TOWN OF NORTHLAKE	9,669,065.95	0.3230%	6
C24	CITY OF OAK POINT	5,031,372.81	0.1681%	3
C14	CITY OF PILOT POINT	4,795,191.43	0.1602%	3
C29	CITY OF PLANO	7,234,194.18	0.2417%	5
C15	TOWN OF PONDER	2,371,697.72	0.3114%	6
C48	CITY OF PROSPER	14,637,192.29	0.4890%	10
C51	TOWN OF PROVIDENCE VILLAGE	5,894,070.34	0.1969%	4
C17	CITY OF ROANOKE	11,798,191.28	0.3941%	8
C16	CITY OF SANGER	9,473,036.62	0.3165%	6
C34	TOWN OF SHADY SHORES	1,671,648.80	0.0558%	1
C37	CITY OF SOUTHLAKE	830,182.93	0.0277%	1
C28	CITY OF TROPHY CLUB	12,005,186.50	0.4010%	8
C44	TOWN OF WESTLAKE	305,951.53	0.0102%	1
CITY TOTAL		\$761,520,923.30	25.67%	514
TOTAL ALL JURISDICTIONS		\$2,993,449,471.92	100.00%	2000