



TOWN OF TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION

MEETING AGENDA

December 9, 2025

6:00 PM

Council Chambers
1 Trophy Wood Drive
Trophy Club, Texas 76262

CALL TO ORDER AND ANNOUNCE A QUORUM

PUBLIC COMMENT(S)

This is an opportunity for citizens to address the Board on any matter pursuant to Texas Government Code Sec. 551.007. The Board/Commission 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 Board 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 or may email tdixon@trophyclub.org

REGULAR ITEMS

1. Consider approval of the November 20, 2025 Economic Development Corporation Meeting Minutes. (Tammy Dixon, Town Secretary)
2. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Catalyst Commercial, Inc. to support brokerage, outreach, and advisory services for development opportunities in the Grove at TC. (Tamara Smith, Assistant to the Town Manager)

ADJOURN

The Board/Commission 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.

Notice is hereby given that a quorum of the Town of Trophy Club Town Council may be in attendance at this meeting. The Town Council will not deliberate or take any action.

I do hereby certify that the Notice of Meeting was posted on the official 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: December 2, 2025, at 2:30 p.m., and said Notice of Meeting was also posted concurrently on the Town's website in accordance with Texas Government Code Ch. 551 of the Texas Government Code.

 /s/ Tammy Dixon
Tammy Dixon, Town Secretary

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 682-237-2900, 48 hours in advance, and reasonable accommodations will be made to assist you.



**ECONOMIC DEVELOPMENT CORPORATION
COMMUNICATION**

MEETING DATE: December 9, 2025

FROM: Tammy Dixon, Town Secretary

AGENDA ITEM: Consider approval of the November 20, 2025 Economic Development Corporation Meeting Minutes. (Tammy Dixon, Town Secretary)

BACKGROUND/SUMMARY: The Economic Development Corporation held a regular meeting on July 23, 2025.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: N/A

LEGAL REVIEW: N/A

ATTACHMENTS:

1. 11.20.2025 EDC Minutes

ACTIONS/OPTIONS:

Staff recommends that the Economic Development Corporation Board move to approve the November 20, 2025, Economic Development Corporation Meeting Minutes.

Town of Trophy Club Economic Development Corporation Meeting Minutes
November 20, 2025, 6:00 p.m., Regular Meeting
1 Trophy Wood Drive, Trophy Club, Texas 76262

CALL TO ORDER

President Addington called the meeting to order at 6:01 p.m.

EDC BOARD MEMBERS PRESENT

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

EDC BOARD MEMBERS ABSENT

Greg Fox
Garrett Wallace

STAFF PRESENT

Brandon Wright, Town Manager
Tamara Smith, Assistant to the Town Manager

PUBLIC COMMENTS

There were none.

REGULAR ITEMS

1. Consider approval of the September 22, 2025, Joint Town Council/Economic Development Corporation meeting minutes and the October 15, 2025, Economic Development Corporation meeting minutes.

Director Longo moved to approve the September 22, 2025, Joint Town Council/Economic Development Corporation meeting minutes and the October 15, 2025, Economic Development Corporation meeting minutes. Secretary Calaway seconded the motion.

VOTE ON THE MOTION

AYES: Addison, Pedersen, Longo, Hinshaw, Calaway

NAYES: None

ABSENT: Fox, Wallace

VOTE: 5-0-2

2. Discuss the Economic Development Corporation Board's roles and responsibilities.

Tamara Smith provided an overview of the Board's roles and responsibilities.

3. Discuss and consider the appointment of an EDC Board president, vice president, secretary, treasurer, and assistant secretary.

President: Director Longo nominated Teri Addington. Secretary Calaway seconded the nomination.

VOTE ON NOMINATION

AYES: Addison, Pedersen, Longo, Hinshaw, Calaway

NAYES: None

ABSENT: Fox, Wallace

VOTE: 5-0-2

Vice President: Director Longo nominated Alan Pedersen. Secretary Calaway seconded the nomination.

VOTE ON NOMINATION

AYES: Addison, Pedersen, Longo, Hinshaw, Calaway

NAYES: None

ABSENT: Fox, Wallace

VOTE: 5-0-2

Secretary: Director Hinshaw nominated James Calaway. Director Longo seconded the nomination.

VOTE ON NOMINATION

AYES: Addison, Pedersen, Longo, Hinshaw, Calaway

NAYES: None

ABSENT: Fox, Wallace

VOTE: 5-0-2

Treasurer: Director Hinshaw nominated the Town Finance Director. Director Longo seconded the nomination

VOTE ON NOMINATION

AYES: Addison, Pedersen, Longo, Hinshaw, Calaway

NAYES: None

ABSENT: Fox, Wallace

VOTE: 5-0-2

Assistant Secretary: President Addington nominated the Town Secretary. Director Hinshaw seconded the nomination

VOTE ON NOMINATION**AYES:** Addison, Pedersen, Longo, Hinshaw, Calaway**NAYES:** None**ABSENT:** Fox, Wallace**VOTE:** 5-0-2

4. Discuss the Economic Development Corporation members' role as the TIRZ Board.

Tamara Smith, Assistant to the Town Manager and Town Manager Wright provided an overview of the Town's Tax Increment Reinvestment Zone (TIRZ) and the EDC Board's new role as the TIRZ Board which included:

- The history and creation of the TIRZ, originally established in 2007 and formally adopted by ordinance in 2013.
- An explanation of how the tax increment is generated and used to fund public improvements and developer incentives within the zone.
- Background on past developer agreements, all of which were fully paid off in December 2024, leaving a current fund balance of approximately \$70,000.
- Clarification that the EDC now also serves as the TIRZ Board, meeting separately in an advisory capacity and forwarding recommendations to Town Council for final approval.
- Eligible uses of TIRZ funds, including infrastructure, incentives, and administrative costs, as well as limitations such as the board not issuing bonds or exercising eminent domain.
- Confirmation that Tarrant County participates in the TIRZ and that SB 2 caps do not limit TIRZ incentive amounts.
- A review of the TIRZ's expiration date of December 31, 2034, with the possibility of extension if future development agreements require it.

5. Discuss state-compliant incentive programs for commercial projects.

Ms. Smith provided an overview of economic development incentive tools available to the Economic Development Corporation (EDC) and the statutory requirements that govern their use. She explained the definition of a "primary job" under Texas law and noted its importance when evaluating eligibility for incentives.

She reviewed several categories of incentives, including:

- Grant Incentives under Local Government Code Chapters 501 and 505, such as the Town’s existing Thrive Business Grant, which supports equipment, building improvements, or job creation and must include a performance agreement and recapture provisions.
- Infrastructure Incentives that allow the EDC to fund public improvements supporting commercial businesses—such as drainage, site work, or access improvements—in coordination with property owners.
- Tax-Related Incentives, including Chapter 380 agreements and Chapter 381 county partnerships, which may provide rebates, grants, or fee assistance for qualifying projects. She noted that 381 agreements require county participation and are less common for small towns.
- Tax Increment Reinvestment Zone (TIRZ) Incentives, which use captured property value increases within the zone to fund developer agreements, infrastructure, and other improvements, with the current zone active through December 31, 2034.

Ms. Smith emphasized compliance requirements for all incentives, including state law adherence, performance agreements, Town Council approval, auditing, and transparency through the Comptroller’s database.

She invited board discussion on potential incentive programs for both existing commercial areas and future development projects, offering to conduct outreach and bring back data, including sales tax trends, at a future meeting. She noted that customized incentive packages can be crafted once a specific developer or project is identified. The item will be brought at a future date for discussion.

ADOURN

President Addington adjourned the meeting at 6:44 p.m.

Teri Addington, President

ATTEST:

Tammy Dixon, Town Secretary



ECONOMIC DEVELOPMENT CORPORATION COMMUNICATION

MEETING DATE: December 9, 2025

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

AGENDA ITEM: Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Catalyst Commercial, Inc. to support brokerage, outreach, and advisory services for development opportunities in the Grove at TC. (Tamara Smith, Assistant to the Town Manager)

BACKGROUND/SUMMARY:

The Town Council's Business Goal No. 5 calls for creating and implementing incentive strategies that support the development of projects identified in the final Small Area Plan, known as the Grove at TC, and promoting these opportunities through targeted outreach to prospective developers. To advance this goal, the Town proposes to engage Catalyst Commercial, Inc., who collaborated with McAdams during the development of the Small Area Plan and is well positioned to provide the services needed to fulfill this commitment.

Catalyst will support the Town of Trophy Club Economic Development Corporation (TCEDC) through two primary service categories: Advisory Services and Brokerage Services. Advisory Services include developing economic activation strategies, analyzing commercial projects, recommending development partners and incentive packages, and providing other related economic development support. Brokerage Services include marketing TCEDC-owned properties, identifying assets within the Small Area Plan area, and negotiating sale prices, excluding closing services.

Compensation for Advisory Services will follow established hourly rates, capped at \$5,500 per month unless otherwise authorized, with monthly invoicing. Brokerage Services will be compensated through a 4% disposition fee based on the gross purchase price of any TCEDC property sold with Catalyst's involvement.

All services must be completed within 14 months of the contract's effective date. Town staff recommends approval of the professional service agreement with Catalyst Commercial, Inc. to fulfill the Town Council's business goal.

BOARD REVIEW/CITIZEN FEEDBACK: N/A

FISCAL IMPACT: The professional services agreement with Catalyst Commercial, Inc. for Advisory Services is anticipated to cost up to \$77,000 comprising of up to \$5,500 per month for 14 months. Additionally, should the Town of Trophy Club succeed in selling or disposing of

property, Catalyst will receive a 4% fee for Brokerage Services, which excludes closing services. Closing services will be provided by the Town Attorney. Funding for this contract is available in the FY 2026 Budget in the Economic Development Corporation Fund.

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 Economic Development Corporation Board move to authorize the Town Manager to negotiate and execute a professional services agreement with Catalyst Commercial, Inc. to support brokerage, outreach, and advisory services for development opportunities in the Grove at TC.

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION
AND CATALYST COMMERCIAL, INC.**

This Contract for Professional Services (the “Contract”), between the **Trophy Club Economic Development Corporation**, a nonprofit corporation organized under Title 12, Subtitle C1, Ch. 501 and Ch. 505 of the Texas Local Gov’t Code (the “TCEDC”) and **Catalyst Commercial, Inc.** (the “CONSULTANT”), whereby the CONSULTANT agrees to provide the TCEDC with certain services as described herein and the TCEDC agrees to pay the CONSULTANT for those services.

1. Scope of Services

- A.** In consideration of the compensation stated in **Paragraph 2(A) and 2(B)**, the CONSULTANT agrees to provide the TCEDC with professional advisory economic development services to support activities designed to advance economic development projects in the Town of Trophy Club. The CONSULTANT shall work with TCEDC to analyze and develop an activation strategy based on available economic assets and TCEDC goals. Along with these services; the CONSULTANT shall provide assistance with the development strategy, analysis of commercial projects, recruitment of development partners, and/or other economic development services (collectively referred to as the “Advisory Services”). It is expressly understood that Advisory Services as outlined herein, together with the compensation as outlined in **Paragraph 2(A) and 2(B)**, are separate and apart from Brokerage Services.
- B.** In consideration of the compensation stated in **Paragraph 2(C)**, the CONSULTANT agrees to provide the TCEDC with brokerage services including marketing of Town of Trophy Club-owned and TCEDC-owned property. The CONSULTANT shall work with the TCEDC to identify Town of Trophy Club-owned and TCEDC-owned properties within the Town of Trophy Club small area plan, and market and negotiate or recommend selling prices on behalf of TCEDC (collectively referred to as “Brokerage Services”). CONSULTANT shall not provide closing services to TCEDC as part of these Brokerage Services.
- C.** Advisory Services and Brokerage Services shall collectively be referred to as the “Services”.

2. Payment

A. In consideration of the CONSULTANT’s provision of the Advisory Services in compliance with all terms and conditions of this Contract, the TCEDC shall pay the CONSULTANT at the hourly rates identified in Paragraph 2(B). However, CONSULTANT’s fees shall not exceed \$5,500 per ~~month, and month and~~ shall not exceed \$77,000 during the Term) for all Advisory Services performed by CONSULTANT, as set forth in this Contract, unless authorized by the Board of Directors of the TCEDC and agreed to in writing by the Town Manager of the Town of Trophy Club.

B. CONSULTANT shall invoice TCEDC on a monthly basis, with any hourly charges incurred to date based on the Advisory Services provided in **Paragraph 1(A)**. All invoices shall be due upon receipt and paid within thirty (30) days, in accordance with the Texas Prompt Payment Act, Texas Gov't Code Ch. 2251. Any Advisory Services undertaken by CONSULTANT and authorized by TCEDC shall be compensated at the rates set forth below.

\$500.00 per hour for principal
\$250.00 per hour for senior consultants
\$175.00 per hour for associates
\$105.00 per hour for professional support staff

C. In consideration of the CONSULTANT's provision of Brokerage Services in compliance with all terms and conditions of this Contract, if CONSULTANT participates in or is responsible for the marketing or negotiation of a disposition of any TCEDC-owned real property or Town of Trophy Club-owned property, the TCEDC shall pay CONSULTANT a disposition fee equal to four percent (4%) of the gross purchase price of the property conveyed.

3. Time of Performance

A. CONSULTANT will provide all Services pursuant to this Contract and will complete such Services within fourteen (14) months of the Effective Date of this Contract (the "Term").

B. Time is of the essence of this Contract. The CONSULTANT shall be prepared to provide the Services in the most expedient and efficient manner possible to assist with project activation.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified CONSULTANT, the CONSULTANT warrants that the information provided by the CONSULTANT reflects high professional and industry standards, procedures, and performances. The CONSULTANT warrants that the performance of all Services under this Contract will be pursuant to a high standard of performance in the profession, and CONSULTANT shall keep and maintain all professional licenses required by the State of Texas for CONSULTANT to provide the Services under this Contract. The CONSULTANT warrants that the CONSULTANT will exercise diligence and due ~~care, and~~ care and perform in a good and workmanlike manner all of the Services pursuant to this Contract. Approval of the TCEDC shall not constitute, or be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Services, or any document, nor shall the TCEDC's approval be deemed to be the assumption of responsibility by the TCEDC for any defect or error in the aforesaid documents prepared by the CONSULTANT, its employees, associates, agents, or subcontractors.

B. The CONSULTANT shall promptly correct any defective, inaccurate, or negligent Services or documents furnished by the CONSULTANT at no cost to the TCEDC.

C. In all Services performed hereunder, the CONSULTANT is an independent contractor and not an agent or employee of the TCEDC. The CONSULTANT and its employees are not the agents, servants, or employees of the TCEDC. As an independent contractor, the CONSULTANT shall be responsible for the Services and the final work product contemplated under this Contract. Except for materials and information furnished by the TCEDC, the CONSULTANT shall supply all materials, equipment, and labor required for the Services to be provided under this Contract. The CONSULTANT shall have ultimate control over the execution of the Services. The CONSULTANT shall have the sole obligation to employ, ~~control~~**direct**, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the TCEDC shall have no control of or supervision over the employees of the CONSULTANT or any of the CONSULTANT's subcontractors.

D. The CONSULTANT must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property. It is expressly understood and agreed that the TCEDC shall not be liable or responsible for the negligence of the CONSULTANT, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): To the fullest extent permitted by applicable law, the CONSULTANT and its officers, directors, agents, partners, employees, and consultants (collectively, the "Indemnitors") will and do hereby agree to fully and completely indemnify, protect, defend (with counsel approved by the TCEDC), save, and hold harmless the TCEDC, the Town of Trophy Club, representatives of the TCEDC and the Town of Trophy Club, their various departments, and their respective officers, directors, employees, and agents (collectively, the "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments, and expenses, including attorney's fees (collectively, the "liabilities") of any person or entity whomsoever arising out of, caused by, or resulting from the performance of the Services or any part thereof which are caused in whole or in part by any negligent act or negligent omission of the CONSULTANT or any one of the Indemnitors. In the event more than one of the Indemnitors are connected with an accident or occurrence covered by this indemnification, then each of such Indemnitors will be jointly and severally responsible to the Indemnitees for indemnification and the ultimate responsibility among such Indemnitors for the loss and expense of such indemnification will be settled by separate proceedings and without jeopardy to any Indemnitee. The provisions of this Section 4.E will not be construed to eliminate or reduce any other indemnification or right which the TCEDC or any of the Indemnitees has by law.

F. Release. The CONSULTANT releases, relinquishes, and discharges the TCEDC, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the CONSULTANT or its employees and any loss of or damage to any property of the

CONSULTANT or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the TCEDC's performance under this Contract. Both the TCEDC and the CONSULTANT expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by CONSULTANT's insurance.

5. CONSULTANT's Insurance

A. Maintain Coverage. The CONSULTANT agrees to maintain the minimum insurance coverage provided below and comply with each condition set forth below during the duration of this Contract with the TCEDC and for two (2) years after the termination or expiration of this Contract as provided below. All parties to this Contract hereby agree that the CONSULTANT's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

(1) CONSULTANT must deliver to TCEDC a certificate(s) of insurance evidencing such policies are in full force and effect within ten (10) business days of notification of the TCEDC's intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the TCEDC. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within ten (10) business days may cause this Contract to be rejected by the TCEDC in its sole discretion.

(2) The TCEDC reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

B. Workers' Compensation Insurance & Employers' Liability Insurance – If applicable, CONSULTANT shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. CONSULTANT shall provide a Waiver of Subrogation in favor of the TCEDC and its agents, officers, officials, and employees.

C. Commercial General Liability Insurance - CONSULTANT shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the TCEDC. The TCEDC and its agents, officers, officials, and employee shall be listed as an additional insured on all certificates of insurance required under this Contract.

D. Business Automobile Liability Insurance - CONSULTANT shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each

accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. CONSULTANT shall provide a Waiver of Subrogation in favor of the TCEDC and its agents, officers, officials, and employees.

E. Professional Liability Insurance - CONSULTANT shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, CONSULTANT agrees to maintain a retroactive date equivalent to the inception date of the Contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two (2) years after the completion of this Contract. CONSULTANT will be responsible for furnishing certification of coverage for two (2) years following Contract completion.

F. Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. CONSULTANT agrees to endorse TCEDC and its agents, officers, officials, and employees as an additional insured on the certificates of insurance required under this Contract, unless the certificate states the Umbrella or Excess Liability provides "True Follow Form" coverage.

G. Deductibles, Coinsurance Penalties & Self-Insured Retention - CONSULTANT may maintain reasonable and customary deductibles, subject to approval by the TCEDC. CONSULTANT shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

H. Subcontractors - If the CONSULTANT's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the CONSULTANT, the Subcontractor(s) shall maintain insurance coverage equal to that required of the CONSULTANT. It is the responsibility of the CONSULTANT to assure compliance with this provision. The TCEDC accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

I. Acceptability of Insurers - Insurance coverage shall be provided by companies admitted or authorized to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.

J. Notice of Coverage - Renewal certificates shall be sent a minimum of ten (10) days prior to coverage expiration. Upon request, CONSULTANT shall furnish the TCEDC with certified copies of all insurance policies. The certificate of insurance and all notices shall be sent to:

Trophy Club Economic Development Corporation
Attention: Brandon Wright
1 Trophy Wood Drive
Trophy Club, TX 76262
Emailed to: bwright@trophyclub.org

Failure of the TCEDC to demand evidence of full compliance with these insurance requirements or failure of the TCEDC to identify a deficiency shall not be construed as a

waiver of CONSULTANT's obligation to maintain such insurance.

K. Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits – CONSULTANT must provide minimum thirty (30) days prior written notice to the TCEDC of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If TCEDC is notified that a required insurance coverage will be canceled or non-renewed during the Term, the CONSULTANT shall agree to furnish prior to the cancellation or expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The TCEDC reserves the right to withhold payment to CONSULTANT until coverage is reinstated or to terminate the Contract without any liability to the TCEDC.

L. CONSULTANT's Failure to Maintain Insurance – If the CONSULTANT fails to maintain the required insurance, the TCEDC shall have the right, but not the obligation, to withhold payment to CONSULTANT until coverage is reinstated or to terminate the Contract without any liability to the TCEDC.

M. No Representation of Coverage Adequacy - The requirements as to types and limits, as well as the TCEDC's review or acceptance of insurance coverage to be maintained by CONSULTANT, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the CONSULTANT under the Contract.

6. Termination

A. The TCEDC may terminate this Contract at any time upon thirty (30) calendar day's written notice to CONSULTANT. Upon the CONSULTANT's receipt of such notice, the CONSULTANT shall cease work immediately. The CONSULTANT shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the CONSULTANT fails to fulfill its obligations under this Contract, or if the CONSULTANT violates any of the agreements of this Contract, the TCEDC has the right to terminate this Contract by giving the CONSULTANT five (5) calendar day's written notice. The CONSULTANT will be compensated for the services satisfactorily performed before the termination date, subject to any right of the TCEDC to withhold payment as provided above.

C. No term or provision of this Contract shall be construed to relieve the CONSULTANT of liability to the TCEDC for damages sustained by the TCEDC because of any breach of contract by the CONSULTANT. The TCEDC may withhold payments to the CONSULTANT for the purpose of set off until the exact amount of damages due to the TCEDC from the CONSULTANT is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas, without regard to conflict of laws principles. The parties agree that performance and all matters related to this Contract shall be in state court in Denton County, Texas.

B. Notices may be made by electronic communication except for notice of default. Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the return receipt requested function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient. Any party hereto may change its address or telecopier number or email address for notices and other communications hereunder by notice to the other parties hereto. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail either registered or certified, or electronically to the following addresses:

Trophy Club Economic Development Corporation:

Attn: Brandon Wright
1 Trophy Club Drive
Trophy Club, TX 76262
bwright@trophyclub.org

The CONSULTANT:

Catalyst Commercial, Inc.
Attn: Jason Claunch
4719 Cole Avenue, #404
Dallas, Texas 75204
jason@catalystcommercial.net

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the TCEDC and the CONSULTANT and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the CONSULTANT without the prior written approval of the TCEDC.

F. The CONSULTANT, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the TCEDC and the Town of Trophy Club, Texas, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The CONSULTANT must obtain all necessary permits and licenses required in completing the work and providing the Services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the CONSULTANT are included in the hourly fee schedule provided in **Section 2(B)**, above. Any reimbursements in excess of such budgeted expenses will not be allowed, unless written authorization is obtained from the TCEDC and the Town Manager of the Town of Trophy Club in advance.

H. Non-prejudice. CONSULTANT, and/or its subconsultants (if any) shall not be barred from representing or providing services to the private sector for additional services during or after the termination of this Contract for any engagements related to this work. Furthermore, TCEDC acknowledges that Jason Claunch, principal for CONSULTANT is a licensed real estate broker (TREC #0456163) and authorizes CONSULTANT to act as an intermediary and to appoint its associated licensees to work with the parties in the event that broker also represents a buyer, or tenant, that wishes to purchase property listed with the CONSULTANT. CONSULTANT may act as an intermediary between a prospective buyer, subject to The Texas Real Estate License Act. TCEDC hereby acknowledges and consents to CONSULTANT acting as an intermediary. **No additional fees shall be due to CONSULTANT, from TCEDC, except according to the fees set forth herein in connection with any intermediary services provided by CONSULTANT, unless authorized in writing by the TCEDC, or the Town Manager of the Town of Trophy Club, per separate written agreement.**

In the event CONSULTANT serves as an Intermediary, CONSULTANT is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. If CONSULTANT acts as an intermediary in a transaction CONSULTANT:

- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the CONSULTANT in writing not to disclose unless authorized in writing to disclose the information or required to do so by court order.

I. Governmental Functions and Immunities. The parties hereby acknowledge and agree that the TCEDC is entering into this Contract pursuant to its governmental functions and that nothing contained in this Contract shall be construed as constituting a waiver of its immunity from suit or liability, which are expressly reserved to the extent allowed by law in accordance with Texas Local Government Code Sec. 505.106.

J. Gift to Public Servant. The TCEDC may terminate this Contract immediately if CONSULTANT has offered or agreed to confer any benefit upon a TCEDC or Town employee or official that the TCEDC or Town employee or official is prohibited by law from accepting.

K. Appropriations. This Contract is subject to the appropriation of public funds by the TCEDC and the approval by the Town of Trophy Club of the TCEDC's budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Contract for that fiscal year. The obligation of the TCEDC pursuant to this Contract in any fiscal year for which this Contract is in effect shall constitute a current expense of the TCEDC for that fiscal year only and shall not constitute an indebtedness of the TCEDC 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 Contract, this Contract may be terminated without any liability to either party.

L. Public Information. Notwithstanding any other provision to the contrary in this Contract, all information, documents, and communications relating to this Contract may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act.

M. This Contract may be executed in counterparts, each of which shall be deemed an original and constitute one and the same instrument.

N. The Parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Executed and effective on this the ____ day of _____ 2025 (the “Effective Date”).

**TROPHY CLUB ECONOMIC
DEVELOPMENT CORPORATION (TCEDC)**

**CATALYST COMMERCIAL, INC.
(CONSULTANT)**

By: _____
Brandon Wright, Town Manager of the Town
of Trophy Club, Texas, and the authorized representative
of the TCEDC

By: _____
Jason Claunch, President

Date: _____

Date: _____

Attest:

Attest:

By: _____
Tammy Dixon, Town Secretary of the
Town of Trophy Club, Texas

By: _____
[Name/Title]

Date: _____

Date: _____