



**TOWN OF TROPHY CLUB TOWN COUNCIL**

**WORK SESSION AND REGULAR MEETING AGENDA**

January 12, 2026

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. Discussion regarding draft ordinance recommendations to amend sections of Article 12 "Traffic and Vehicles" including replacing a new Article 12.06 "Micromobility Devices" to provide and maintain resident safety on streets, sidewalks, and other public places. (Patrick Arata, Chief of Police)

**ADJOURN WORK SESSION**

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

**INVOCATION led by Pastor Joel Quilé, Bara Church**

**PLEDGES led by Council Member**

*Pledge of Allegiance to the American Flag*

*Pledge of Allegiance to the Texas Flag*

**PUBLIC COMMENT(S)**

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

**COMMUNITY SPOTLIGHT**

2. Proclamation recognizing the Byron Nelson Bobcats Volleyball Team
3. Proclamation recognizing U.S. Navy SEAL Nathan Gage Ingram Day
4. Neighborhood Golf Cart Christmas Decoration Contest Awards

5. 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.*

6. Consider approval of the December 8, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)
7. Consider an ordinance authorizing and calling for a general election to be held on May 2, 2026 and, if required, a runoff election on June 13, 2026 for the purpose of electing a mayor and council members to Town Council Place 1 and Town Council Place 2; and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)
8. Consider an ordinance authorizing and calling a special election to be held on May 2, 2026 for the purpose of submitting to the qualified voters of the Town of Trophy Club, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)
9. Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000. (Chase Ellis, Director of Parks & Recreation)
10. Consider an ordinance amending the FY 2026 Budget to increase expenditures by \$8,000 for utility costs associated with the facility use agreement for the Activity Center. (April Duvall, Director of Finance)
11. Consider authorizing the Town Manager to execute an expenditure for the Town's annual allocation for the 2026 Denton Central Appraisal Districts budget in the amount of \$88,453.51. (April Duvall, Director of Finance)

## **INDIVIDUAL ITEMS**

12. **Case PP-26-001 The Trails (Preliminary Plat)**

Consider a preliminary plat request for an 18-lot single-family residential subdivision, known as "The Trails", consisting of approximately 7.603 acres of property generally located north of Macquarie Street and Milson's Point Drive, situated in the Thomas J. Allen Survey, Abstract No. 7, and JS Kenley Survey, Abstract No. 1641, City of Trophy Club, Denton County, TX. (Matt Cox, Director of Community Development)
13. Conduct a public hearing and consider an ordinance repealing Subsection (C), "Permit Required and Annual Permit Fee Established," of Section 14.02.252 "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, Zoning Ordinance of Chapter 14, "Zoning," of the Code of Ordinances by repealing provisions related to local alcohol permits and fees in order to comply with state law. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance

- 14. **First Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (Tamara Smith, Assistant to the Town Manager)
- 15. **Second Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (Tamara Smith, Assistant to the Town Manager)
- 16. Consider a resolution adopting updated Town Council Rules of Procedure and providing for amendments. (Brandon Wright, Town Manager)
- 17. Consider a resolution adopting an updated Town of Trophy Club Boards and Commissions Manual and providing for amendments. (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:*

- 18. Section 551.071 Consultation with the Town Attorney regarding pending or contemplated litigation:
  - a) Trophy Club v. Liming Hu, et al. (Chi Kung Foot Spa)

#### **RECONVENE REGULAR MEETING**

*Consider action, if any, related to items discussed in Executive Session.*

#### **ADJOURN**

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

I do hereby certify that the notice of meeting was posted on the bulletin board at the Town Hall for the Town of Trophy Club, Texas, in a place convenient and readily accessible to the general public at all times on the following date and time: January 6, 2025, at 3:00 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 COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Patrick Arata, Chief of Police

**AGENDA ITEM:** Discussion regarding draft ordinance recommendations to amend sections of Article 12 "Traffic and Vehicles" including replacing a new Article 12.06 "Micromobility Devices" to provide and maintain resident safety on streets, sidewalks, and other public places. (Patrick Arata, Chief of Police)

---

### **BACKGROUND/SUMMARY:**

At a prior Town Council meeting on October 13, 2025, staff presented the findings of the Town's Traffic Safety Study, which evaluated five priority corridors—Bobcat Boulevard, Indian Creek Drive, Parkview Drive, Trophy Club Drive, and Trophy Park Drive—as part of the Council's 2025 Strategic Plan. That presentation highlighted recurring safety concerns near schools, parks, and residential areas, including increased use of golf carts and micromobility devices, as well as incidents involving minors.

Micromobility devices are defined as lightweight vehicles or devices with a maximum speed of 28 miles per hour, including electric bicycles, electric scooters, manual scooters, pocket bikes, mini-motorbikes, electric skateboards, Segways, hoverboards, skateboards with one or more wheels, or similar devices. Gas-powered devices are not included in this definition.

Following the presentation, staff worked with the Town Attorney to develop draft ordinance language addressing golf cart safety and micromobility devices. The proposed amendments focus on child passenger safety requirements for golf carts; helmet, lighting, and operational standards for micromobility devices; and enforcement provisions. The draft language is informed by local enforcement data, traffic study findings, and ordinances adopted by comparable communities.

The draft ordinance includes the following amendments to Article 12 "Traffic and Vehicles":

- Children under eight years of age, or shorter than 4 feet 10 inches, riding in a motorized golf cart must be secured in an approved Child Passenger Safety Seat System.
- All occupants under 14 years of age riding in a motorized golf cart must be secured by a safety belt.
- Micromobility devices may be operated on public streets or roadways during daytime hours, subject to the maximum posted speed limit. If operated outside of daytime

hours, the device must be equipped with a front lamp and a rear reflector and/or rear lamp.

- Micromobility devices may be operated on public sidewalks, paths, and trails within public parks, or on other designated paths and trails, subject to a maximum speed limit of 15 miles per hour.
- It is unlawful for a parent or guardian to allow a child to operate or ride a micromobility device in violation of the conditions established by the ordinance.
- Helmets are required for children under 14 years of age operating a micromobility device.
- The use of distracting devices, including handheld devices or devices that prevent a child from hearing approaching vehicles, is prohibited.
- Operators of micromobility devices must yield the right-of-way to pedestrians and provide a verbal or audible warning when approaching.
- Operators of micromobility devices are prohibited from obstructing, inhibiting, or otherwise interfering with the movement of motor vehicle traffic.
- Violations of the micromobility ordinance are punishable by a fine of not less than \$50 and not more than \$500 per offense. Upon a second or subsequent offense, a child may be required by the municipal court judge to attend a hearing with a parent or guardian.

**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 draft ordinance as to form and legality.

**ATTACHMENTS:**

1. Presentation
2. DRAFT | Micromobility Ordinance

**ACTIONS/OPTIONS:**

This agenda item is presented in draft as a Town Council workshop for discussion purposes only. No action is requested at this meeting. The purpose is to obtain Council feedback and policy direction on the proposed concepts and draft language prior to finalizing any ordinance amendments for formal consideration at a future Town Council meeting.





# Town Council Work Session

January 12, 2026

# Work Session

1. Discussion regarding draft ordinance recommendations to amend sections of Article 12 "Traffic and Vehicles" including replacing a new Article 12.06 "Micromobility Devices" to provide and maintain resident safety on streets, sidewalks, and other public places.  
(Patrick Arata, Chief of Police)



# Micromobility Devices

# Background

**At the October 13, 2025, Town Council meeting staff presented the finding of the Town's Traffic Safety Study. That presentation highlighted recurring safety concerns near schools, parks, and residential areas, including the increased use of golf carts and micromobility devices and incidents involving minors.**

# Background

The following recommendations are based on feedback provided during the October 2025 Council Workshop. These recommendations are in draft form provided for discussion and feedback before beginning the process of adopting new rules.

# Operational Regulations

**Children under the age of 8 years old or shorter than 4'10" MUST be secured in an APPROVED child passenger safety seat system.**



# Operational Regulations

**ALL OCUPANATS under 14 years old in a motorized golf cart MUST be secured by a safety belt**



# Micromobility Device

Small, lightweight vehicles or devices incapable of operating at a top-assisted speed faster than 28 mph and driven by one person.

These devices include, but are not limited to:

- Electric bicycles
- Electric motor-assisted scooters
- Manual scooters
- Pocket bikes
- Mini-motorbikes
- Electric skateboards
- Segways
- Hoverboards
- Skateboards with one or more wheels, or similar services

Gas-powered devices ARE NOT included

# Micromobility Device Uses

A micromobility device shall only be operated:

- ✓ On a Public Street or Roadway during daytime hours, subject to the maximum posted speed limit (rules for outside daytime hours later...)
- ✓ Shall only be operated on public sidewalks, paths, and trails located within a public park, or paths and trails designated as part of a public pathway system, Subject to a maximum speed limit of 15 mph
- ✓ The operator shall obey all state and town traffic laws and ordinances

# Micromobility Device Uses

It shall be unlawful for a parent or guardian to allow or permit a child, or licensed minor, to operate or ride a micromobility device :

- ✓ within the town, except in accordance with the conditions established by the ordinance
- ✓ on any public way or public property, in violation of any provision established by the ordinance
- ✓ In any area restricted or prohibited

# Micromobility Device Safety

The following shall apply to operators of micromobility devices:

- Helmets are required for a child under 14 years of age to operate a micromobility device
- It shall be unlawful for a parent to knowingly allow or permit a child to operate a micromobility device unless the child is wearing a helmet



# Micromobility Safety

All micromobility devices operated outside of daytime hours on a public way or public property must be equipped with:

- A lamp on the front of the device that emits a white light visible from a distance of at least 500 feet
- Red reflector or lamp on the back of the device



# Micromobility Safety: Distracting Devices Prohibited



The use of handheld electronic devices by a child while operating, including but not limited to:

- Mobile phone
- Tablet
- Headphones or earphone that prevent a child from hearing approaching vehicles

# Pedestrian Safety



Operators of micromobility devices or bicycle shall:

- Yield the right-of-way to pedestrians
- Slow to a safe speed and provide verbal or audible warning to pedestrians before passing

# Micromobility Safety: Public Street

- It shall be unlawful for an operator of a micromobility device or bicycle to operate or ride on a public street or roadway in such a way as to obstruct, inhibit, or otherwise interfere with the movement of motor vehicle traffic.



# Penalty

Violations of the micromobility ordinance may be fined not less than \$50 and not more than \$500 per offense.

A child, upon a second or subsequent offense, may be required by the municipal court judge to attend a hearing with their parent.





# Feedback Questions/Comments



**TOWN OF TROPHY CLUB, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING CHAPTER 12, “TRAFFIC AND VEHICLES”, ARTICLE 12.07, “MOTORIZED CARTS”, SECTION 12.07.003, “OPERATIONAL REGULATIONS”, OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, TO ADD THE REQUIREMENT TO WEAR A HELMET; AND REPEALING AND REPLACING ARTICLE 12.06, “MOTOR-ASSISTED SCOOTERS, MINI-MOTORBIKES AND POCKET BIKES” WITH A NEW ARTICLE 12.06 “MICROMOBILITY DEVICES”; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council desires to update the Town’s Code of Ordinances to provide and maintain the safety of citizens who use streets, sidewalks, and other public places of the Town; and

**WHEREAS**, the Town Council finds it necessary for the protection of public safety to define what constitutes a “micromobility device” and a “bicycle” and to establish regulations that promote the safe use and operation of such devices; and

**WHEREAS**, the Town Council finds and determines that the regulations proposed are in the best interest of and are necessary to protect the health, safety, and general welfare of the citizens of the Town and the general public.

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

**SECTION 1  
INCORPORATION OF RECITALS**

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

**SECTION 2**

Chapter 12, “Traffic and Vehicles”, Article 12.07, “Motorized Carts”, Section 12.07.003,

“Operational regulations”, of the Code of Ordinances, Town of Trophy Club, Texas, is hereby amended to add Subsection (j) and (k) to read as follows:

- “(j) All occupants of a motorized cart under the age of eight (8) years old, or shorter than four (4) feet and ten (10) inches must be secured in a “Child Passenger Safety Seat System”, as that term is defined in Texas Transportation Code Sec. 545.412.
- “(k) Except as provided in Subsection (j) above, all occupants of a motorized cart that are fourteen (14) years old or younger must be secured by a “Safety Belt” as that term is defined in Texas Transportation Code Sec. 545.412.”

### SECTION 3

Chapter 12, “Traffic and Vehicles,” Article 12.06, “Motor-Assisted Scooters, Mini-Motorbikes and Pocket Bikes”, of the Code of Ordinances, Town of Trophy Club, Texas, is hereby repealed in its entirety and replaced with a new Article 12.06 to read as follows:

#### “Article 12.06 Micromobility Devices

##### § 12.06.001 **Definitions.**

When used in this article, the following words and phrases shall have the respective meanings ascribed to them:

*Bicycle.* A human-powered vehicle with two wheels in tandem designed to transport by a pedaling action a person seated on a seat, and as further defined in Texas Transportation Code Ch. 541.201, as amended.

*Child.* Any individual under fourteen (14) years of age.

*Daytime hours.* The time period beginning one-half hour before sunrise and ending one-half hour after sunset.

*Electric bicycle.* In accordance with Transportation Code 664.001(4): a bicycle equipped with fully operable pedals and an electric motor of fewer than 750 watts with a top assisted speed of 28 miles per hour or less.

*Helmet.* Properly fitted protective headgear that is not structurally damaged and that conforms to the standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation, or any federal agency having regulatory jurisdiction over bicycle helmets, as applicable, at the time of the manufacture of the helmet.

*Micromobility device.* Small, lightweight vehicles or devices incapable of operating at a top-assisted speed faster than 28 mph and driven by one person. These devices include, but are not limited to, electric bicycles, electric motor-assisted scooters, manual scooters, pocket bikes, mini-motorbikes, electric skateboards, segways, hoverboards, skateboards with one or more wheels, or similar devices. Gas-powered devices are not included in this definition.

*Motor-assisted scooter.* The same meaning assigned by Texas Transportation Code section

551.301(2) [551.351(1)], as it exists or may be amended, and includes a self-propelled device with at least two (2) wheels in contact with the ground during operation; a braking system capable of stopping the device under typical operating conditions; a gas or electric motor forty (40) cubic centimeters or less; a deck designed to allow a person to stand or sit while operating the device; and the ability to be propelled by human power alone.

Parent. The natural or adoptive parent or court-appointed guardian or conservator of a child.

Pocket bike or mini-motorbike. Shall have the same meaning assigned by the Texas Transportation Code section 551.301, as it exists or may be amended, and includes a self-propelled vehicle that is equipped with an electric motor scooter or internal combustion engine having a piston displacement of less than 50 cubic centimeters, is designed to propel itself with not more than two (2) wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway, and is ineligible for a certificate of title under chapter 501 of the Texas Transportation Code, as it exists or may be amended; but does not include a moped, motorcycle, electric bicycle, motor-driven cycle, motorized mobility device, electric personal assistive mobility device or a neighborhood electric vehicle as those are defined in the Texas Transportation Code, as it exists or may be amended.

Public way or public property. Real property owned, leased or controlled by the Town or a political subdivision of the state, a governmental entity or agency, or any property that is publicly owned or maintained or dedicated to public use, including, but not limited to, a path, trail, sidewalk, alley, street, roadway, dedicated open space, and a public park facility.

Wearing a helmet. That the person has a helmet fastened securely to his/her head with the straps of the helmet securely tightened in the manner intended by the manufacturer to provide maximum protection.

§ 12.06.002 **Operation.**

(a) Locations of use.

- (1) A micromobility device shall only be operated on a public street or roadway during daytime hours, except as otherwise provided herein, subject to the maximum posted speed limit. The operator of a micromobility device on a public street or roadway shall obey all state and town traffic laws and ordinances.
- (2) A micromobility device shall only be operated on public sidewalks, paths and trails located within a public park, or paths and trails designated as part of a public pathway system, subject to a maximum speed limit of fifteen (15) miles per hour. The operator of a micromobility device as provided in this paragraph shall obey all state and town traffic laws and ordinances.
- (3) It shall be unlawful for any person to operate or ride a micromobility device on any public way or public property within the town, except in accordance with the provisions of this article.
- (4) It shall be unlawful for a parent or guardian to allow or permit a child, or licensed minor, to operate or ride a micromobility device on any public way or public

property, in violation of any provision of this article.

- (5) It shall be unlawful for a parent to allow a child, or licensed minor, to operate or ride a micromobility device in any area restricted or prohibited by this ordinance or any other ordinance.
- (6) There is a presumption that a parent allowed a child, or licensed minor, to operate or ride a micromobility device on any public way, public property, and in any area restricted or prohibited by this ordinance or any other ordinance.

**(b) Safety requirements.**

The following criteria shall apply to operators of micromobility devices:

- (1) Helmets required.
  - (A) It shall be unlawful for any child to operate or ride a micromobility device unless the child is wearing a helmet.
  - (B) It shall be unlawful for a parent to knowingly allow or permit a child to operate a micromobility device unless the child is wearing a helmet.
  - (C) It is a defense to prosecution that the micromobility device was not being operated upon public property or a public way at the time of the alleged offense.
- (2) All micromobility devices operated outside of daytime hours on a public way or public property must be equipped with a:
  - (A) lamp on the front of the device that emits a white light visible from a distance of at least 500 feet in front of the device, and
  - (B) red reflector on the back of the device that is visible when directly in front of lawful upper beams of motor vehicle headlamps from all distances from 50 to 300 feet to the rear of the device, or a lamp that emits a red light visible from a distance of 500 feet to the rear of the device.
- (3) Distracting devices prohibited.
  - (A) The use of a handheld electronic device, including, but not limited to, a mobile phone or tablet, by a child while operating a micromobility device or bicycle on a public way or public property is prohibited.
  - (B) The use of any device, including, but not limited to, headphones or earphones, by a child that inhibits or prevents the child from hearing approaching vehicles from any direction while operating or riding a micromobility device or bicycle on a public way or public property is prohibited.
- (4) Pedestrian safety.

- (A) An operator of a micromobility device or bicycle shall yield the right-of-way to pedestrians.
  - (B) The operator of a micromobility device or bicycle shall slow to a safe speed and provide a verbal or audible warning to pedestrians from a reasonable distance before passing them.
- (5) Public Street - Interference with Motor Vehicles
- (A) It shall be unlawful for an operator of a micromobility device or bicycle to operate or ride a micromobility device or bicycle on a public street or roadway in such a way as to obstruct, inhibit, or otherwise interfere with the movement of motor vehicle traffic.”

§ 12.06.003 **Penalty.**

It shall be unlawful for any person to violate any provision of this article, and any person violating or failing to comply with any provision of this article shall be fined, upon conviction, not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. To the fullest extent allowed by Texas law, a child who upon a second or subsequent offense violates any provision of this article may be required by the municipal court judge to attend a hearing with their parent before the municipal court judge. This ordinance shall be construed in compliance with Texas Penal Code 8.07, as applicable.

**SECTION 4**  
**CUMULATIVE**

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Trophy Club, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

**SECTION 5**  
**SEVERABILITY**

It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional section, paragraph, sentence, clause or phrase.

**SECTION 6**  
**PENALTY**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 7**  
**SAVINGS**

All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Trophy Club, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance, but may be prosecuted until final disposition by the courts.

**SECTION 8**  
**PUBLICATION**

The Town Secretary is hereby directed to publish in the official newspaper of the Town, the caption and penalty clause of this Ordinance as provided by the Town’s Charter.

**SECTION 9**  
**EFFECTIVE DATE**

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

**PASSED AND APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

\_\_\_\_\_  
Jeannette Tiffany, Mayor

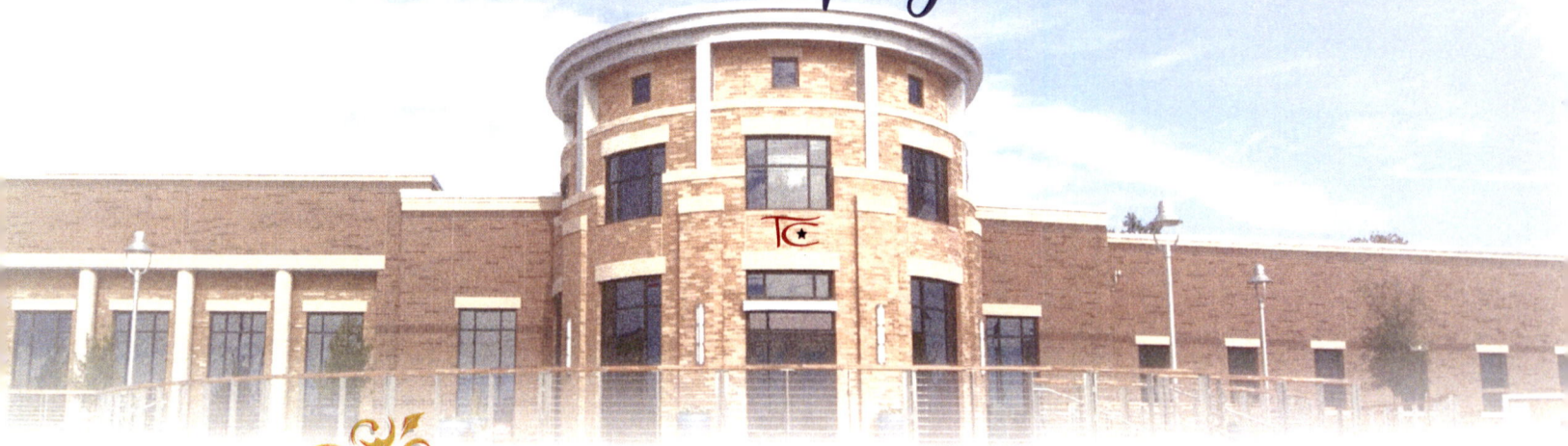
ATTEST:

\_\_\_\_\_  
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Roggia, Town Attorney

# Town of Trophy Club



## Office of the Mayor Proclamation

- WHEREAS,** the Town of Trophy Club desires to recognize Byron Nelson Bobcats Volleyball Team for Outstanding Athletic Achievement; and
- WHEREAS,** the Byron Nelson High School Bobcats volleyball team has brought extraordinary pride and distinction to the Town of Trophy Club through their historic athletic achievements; and
- WHEREAS,** in 2024, the Bobcats won the UIL 6A State Volleyball Championship and were recognized as the national leaders in girls high school volleyball; and
- WHEREAS,** in 2025, the team completed an undefeated 42–0 season, securing a second consecutive UIL 6A State Championship and continuing its excellence against the highest levels of competition; and
- WHEREAS,** following their undefeated performance, Byron Nelson was officially recognized as the No. 1 team in the nation and named National Champions by MaxPreps for the second consecutive year; and
- WHEREAS,** these accomplishments extend the program’s extraordinary 78-match winning streak dating back to the start of the 2024 season, placing Byron Nelson among the most successful high school volleyball programs in the United States; and
- WHEREAS,** the accomplishments of the Byron Nelson volleyball program have brought tremendous pride to the students, families, coaches, and community of Trophy Club, and serve as an inspiring example of excellence in athletics; and
- WHEREAS,** the Mayor and Town Council of the Town of Trophy Club desire to honor the Bobcats for their historic achievements, leadership, and exemplary representation of the community.

**NOW, THEREFORE,** I, Jeannette Tiffany, Mayor of the Town of Trophy Club, and on behalf of the Trophy Club Town Council, do hereby commend and congratulate the **Byron Nelson Bobcats Volleyball Team** for their outstanding accomplishments, celebrating their back-to-back State and National Championships, and express deep pride in their continued excellence and dedication.

**PROCLAIMED AND SIGNED** on this the 12<sup>th</sup> day of January 2026.

  
Jeannette Tiffany, MAYOR

# Town of Trophy Club



## Office of the Mayor **P**roclamation

- WHEREAS,** The Town of Trophy Club desires to recognize the valiant life and sacrifice of U.S. Navy SEAL Nathan Gage Ingram; and
- WHEREAS,** U.S. Navy SEAL Nathan Gage Ingram was posthumously awarded the Texas Legislative Medal of Honor in recognition of his gallant and intrepid service as a federal military forces member; and
- WHEREAS,** Born on March 22, 1996, Gage Ingram was a graduate of Byron Nelson High School in Trophy Club and Texas Tech University; he answered his nation's call to duty by enlisting in the United States Navy in 2019; after completing SEAL qualification training, he joined one of the most elite fighting forces in the world and attained the rank of Special Warfare Operator Petty Officer 2nd Class; and
- WHEREAS,** On January 11, 2024, Petty Officer Ingram and the other members of SEAL Team 3 were tasked with carrying out a raid on a cargo ship carrying Iranian missile components bound for Houthi militants in Yemen; he was serving as team lead communicator during the hazardous nighttime operation that took place in rough seas off the coast of Somalia; while waiting to board the cargo ship, he saw a member of his unit fall into the water; without regard for his own safety, he jumped into the sea to attempt a rescue but was unable to locate his fellow SEAL amid the five- to eight-foot swells; Petty Officer Ingram grabbed hold of a ladder on the target vessel but rather than climbing to safety, he again tried to find his teammate until being swept away by a wave; both men were lost at sea; and
- WHEREAS,** Petty Officer Ingram was posthumously promoted to Special Warfare Operator First Class, and he has been honored with the Navy and Marine Corps Medal for his extraordinary heroism; he was also the recipient of the Navy "E" Ribbon, the National Defense Service Medal, and the Global War on Terrorism Expeditionary Medal; the 27-year-old Texan left behind a loving family to treasure his memory, including his wife, Jewel Ingram, his mother and stepfather, Kristi and Danny Hughes, his father, Chet Ingram, his sister, Jaci Ingram, and his stepsiblings, Tyler Hughes and Deidra Mytopher; and
- WHEREAS,** A young man of uncommon courage and patriotism, Nathan Gage Ingram made the ultimate sacrifice in service to his nation and serves as an example of military valor and commitment.
- NOW, THEREFORE,** I, Jeannette Tiffany, Mayor of the Town of Trophy Club, and on behalf of the Trophy Club Town Council, do hereby proclaim January 12, 2026, as

### **U.S. Navy SEAL Nathan Gage Ingram Day**

in the Town of Trophy Club in recognition of his valiant military service and supreme sacrifice.

**PROCLAIMED AND SIGNED** on this the 12<sup>th</sup> day of January 2026.

  
\_\_\_\_\_  
**Jeannette Tiffany, MAYOR**



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Tammy Dixon, Town Secretary

**AGENDA ITEM:** Consider approval of the December 8, 2025, Town Council work session and regular meeting minutes. (Tammy Dixon, Town Secretary)

---

**BACKGROUND/SUMMARY:** The Town Council held a work session and a regular meeting on December 8, 2025.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** N/A

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

1. 12.08.2025 TC Meeting Minutes draft

**ACTIONS/OPTIONS:**

Staff recommends approval of the December 8, 2025, Town Council work session and regular meeting minutes

Town of Trophy Club  
Town Council Work Session and Regular Meeting  
Meeting Minutes – December 8, 2025, 6:00 p.m.  
1 Trophy Wood Drive, Trophy Club, Texas 76262

**CALL WORK SESSION TO ORDER**

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

**COUNCIL MEMBERS PRESENT**

Jeannette Tiffany, Mayor  
Rhylan Rowe, Mayor Pro Tem  
Stacey Bauer, Council Member Place 1  
Dennis Sheridan, Council Member Place 3  
Garry Ash, Council Member Place 5  
Steve Flynn, Council Member Place 6

**COUNCIL MEMBERS ABSENT**

Jeff Beach, Council Member Place 2

**STAFF MEMBERS PRESENT**

Brandon Wright, Town Manager  
Tammy Dixon, Town Secretary  
Dean Roggia, Town Attorney  
Matt Cox, Director of Community Development  
Denise Deprato, Director of Human Resources  
Tamara Smith, Assistant to the Town Manager  
Jill Lind, Director of Communications  
April Duvall, Director of Finance  
Chase Ellis, Director of Parks and Recreation  
Ken Rawlinson, Deputy Chief/Fire Marshall  
Bobby Tillman, Captain

**WORK SESSION ITEM**

1. Presentation and discussion of the 2025 Parks & Recreation Comprehensive Master Plan. (Chase Ellis, Director of Parks & Recreation)

Chase Ellis, Director of Parks and Recreation provided the presentation. Council feedback included: concern regarding high-level population projections; evaluation of contingency funds within Trophy Club Park for disaster recovery use; exploration of smart-meter technology for median irrigation; ensuring irrigation is available for all medians; confirming the age of the Harmony Park small playground; identifying where Independence Park playground replacement falls within the plan; aligning project timing

and financing with realistic expectations; and removing references to park land on the commercial property in front of Town Hall.

Staff was directed to identify potential dates in early January for an independent work session to further continue review and discussion of the Parks and Recreation Master Plan.

### **ADJOURN WORK SESSION**

Mayor Tiffany adjourned the work session at 7:01 p.m.

### **CALL REGULAR MEETING TO ORDER**

Mayor Tiffany called the regular meeting to order at 7:09 p.m.

### **INVOCATION**

Pastor Joel Quilé, Bara Church led the invocation.

### **PLEDGES**

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

### **PUBLIC COMMENTS**

Michael Lutz, 418 Parkview Drive, spoke regarding access to Town baseball fields for local select teams and upcoming revisions to the Parks and Recreation field-use contract.

Jim Thomas, 7 Meadowbrook Lane, stated he was a MUD No. 1 Board member and spoke regarding an executive session agenda item, clarifying that the MUD is not pursuing litigation against the Town and emphasized cooperation between the Town and the MUD.

### **COMMUNITY SPOTLIGHT**

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

Council Member Sheridan reminded the public of the Wreaths Across America ceremony scheduled for next Saturday at 11:00 a.m. at the Midland Cemetery.

Council Member Ash announced his and Council Member Flynn's participation in a Salvation Army bell-ringing fundraiser at Walgreens. He also requested placement of

a future agenda item regarding a Purple Heart Memorial, which was seconded by Council Member Sheridan.

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

Town Manager Wright provided an update on upcoming community events, projects and meetings:

- Winter Wonder Lights – Saturday, December 13, 6:30–8:30 p.m. at Independence Park East, featuring festive activities, performances, vendors, and a holiday-themed drone show beginning at 8:00 p.m.
- Wayfinding Signage Project – A community survey is open December 9–12 to gather input on the design and functionality of future Town signage.
- Wreaths Across America – Saturday, December 13, 11:00 a.m.–12:00 p.m. at Medlin Cemetery to honor local veterans.
- Pickleball Court Usage Update – An overview of usage trends at Harmony Park was provided.
- Upcoming Board and Commission Meetings:
  - Dec 9 – Economic Development Corporation, 6:00 p.m.
  - Dec 11 – Trophy Club Council for Arts & Culture, 6:00 p.m.
- No Council Meeting – December 22 (only one meeting scheduled for the month).
- Next Council Meeting – January 12, 2026.
- Town Office Closures:
  - Staff Holiday Party – Friday, December 13; offices close at 11:00 a.m. and reopen Monday, December 15 at 8:00 a.m.
  - Christmas Holiday – Offices close Tuesday, December 23 at noon and remain closed through Thursday, December 25.
  - New Year’s Day – Offices closed Thursday, January 1, 2026.

Emergency services will remain fully operational during all closures.

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

Town Attorney Dean Roggia provided an overview of statutory requirements for final plats, noting certification requirements, the absence of a public hearing, and required action by the Planning and Zoning Commission and Town Council.

### CONSENT AGENDA

3. Consider approval of the November 10, 2025, Town Council special meeting and regular meeting minutes. (Tammy Dixon, Town Secretary)

- 4. Consider authorizing the Town Manager to negotiate and execute a FY 2026 sidewalk and concrete repair contract with Manning Concrete utilizing the existing Interlocal Cooperative Purchasing Agreement with the City of Grapevine in an amount not to exceed \$200,000. (Matt Cox, Director of Community Development)
- 5. Consider a resolution approving a vendor/member agreement with SHI Government Solutions, Inc. for Microsoft 365 licensing and authorizing the Town Manager to execute the FY 2026 agreement and any renewal documents on behalf of the Town through FY 2028. (April Duvall, Finance Director). The caption of the resolution reads as follows:

**RESOLUTION NO. 2025-26**

**A RESOLUTION APPROVING A VENDOR/MEMBER AGREEMENT WITH SHI GOVERNMENT SOLUTIONS, INC., A VALUE-ADDED RESELLER OF THE TEXAS DEPARTMENT OF INFORMATION RESOURCES, FOR THE PROVISION OF CERTAIN GOODS AND SERVICES TO THE TOWN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND ANY RENEWAL DOCUMENTS ON BEHALF OF THE TOWN; RATIFYING THE EXPENDITURE FOR FISCAL YEAR 2025-2026; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 6. Consider authorizing the Town Manager to negotiate and execute a purchase and installation contract with HQE Systems for the replacement of three outdoor warning sirens utilizing the HGAC purchasing cooperative in the amount of \$154,925.30. (Jason Wise, Fire Chief)

Council Member Flynn moved to approve Consent Items 3-6. Mayor Pro Tem Rowe seconded the motion.

**VOTE ON MOTION**

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

**INDIVIDUAL ITEMS**

- 7. **CASE PD-AMD-25-004, PD-27 Amendment and R-15 Rezoning, The Trails**  
 Conduct a public hearing and consider an ordinance amending Planned Development District 27 (PD-27) requested by Foxwood, LLC to rezone a portion of land currently zoned R-15 Single-Family District and to rezone recently annexed property classified as R-15 Single-Family District to permit development of “The Trails,” an 18-lot single-family residential subdivision on approximately 7.603 acres, generally located north of Macquarie Street and Milson's Point Drive within the Town of Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

**Conduct Public Hearing**

Mayor Tiffany opened the public hearing at 7:27 p.m.

Matt Cox, Director of Community Development, presented the item and advised an updated ordinance with exhibits was provided to the Town Council.

Greg Fox, Developer, provided a summary of the development.

No one spoke in favor or opposition.

Mayor Tiffany closed the public hearing at 7:44 p.m.

**Consider Ordinance Approval**

Council Member Sheridan moved to approve Ordinance No. 2025-36 as amended, amending Planned Development District 27 (PD-27) requested by Foxwood, LLC to rezone a portion of land currently zoned R-15 Single-Family District and to rezone recently annexed property classified as R-15 Single-Family District to permit development of “The Trails,” an 18-lot single-family residential subdivision on approximately 7.603 acres, generally located north of Macquarie Street and Milson's Point Drive within the Town of Trophy Club, Denton County, Texas. Mayor Pro Tem Rowe seconded the motion. The caption of the ordinance reads as follows:

**ORDINANCE NO. 2025-36**

**AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING ORDINANCE NO. 2010-16 P&Z, THE SAME BEING AN ORDINANCE AMENDING P&Z ORDINANCE NUMBERS 2010-13; 2010-12; 2010-01; 2009-30; 2009-01; 2008-39; 2007-30; 2007-15; AND 2006-11; KNOWN AS PD PLANNED DEVELOPMENT DISTRICT NO. 27 (“PD-27”); REZONING CERTAIN PROPERTY CURRENTLY ZONED R-15 SINGLE-FAMILY DISTRICT; AND REZONING RECENTLY ANNEXED LAND CLASSIFIED AS R-15 SINGLE-FAMILY DISTRICT AS REQUESTED BY FOXWOOD, LLC, FOR 7.603 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF MACQUARIE STREET AND MILSON’S POINT DRIVE, FOR DEVELOPMENT OF “THE TRAILS”, AN 18-LOT SINGLE-FAMILY RESIDENTIAL SUBDIVISION; AMENDING ORDINANCE NO. 2000-06 THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP; PROVIDING A SAVINGS AND REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.  
VOTE ON MOTION**

**VOTE ON MOTION**

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

- 8. **Case RP-25-001 Replat for NISD High School No. 2, Block 1, Lots 2R1 & 2R2**  
 Consider a replat request on approximately 1.374 acres of land within the NISD High School No. 2, Block 1, Lots 2R1 and 2R2, made by the Town of Trophy Club. The property is zoned NS Neighborhood Services with community facilities permitted in this zoning district and is generally located east of Bobcat Boulevard and south of Maddox Drive, Town of Trophy Club, Denton County, Texas. (Matt Cox, Director of Community Development)

Matt Cox, Director of Community Development, presented the item.

Mayor Pro Tem Rowe moved to approve a replat request on approximately 1.374 acres of land within the NISD High School No. 2, Block 1, Lots 2R1 and 2R2, made by the Town of Trophy Club. Council Member Sheridan seconded the motion.

**VOTE ON MOTION**

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

**EXECUTIVE SESSION/OPEN SESSION**

Pursuant to the Open Meetings Act, Chapter 551, the Town Council convened into a Closed Executive Session at 7:57 p.m. and reconvened into Open Session at 9:11 p.m. in accordance with the Texas Government Code regarding:

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

Mayor Pro Tem Rowe moved to direct the Town Attorney to work with the Mayor to amend the Town Manager's employment agreement pursuant to discussion in executive session with a targeted effective date of December 14, 2026. Council Member Steve Flynn seconded the motion.

**VOTE ON MOTION**

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

Section 551.071 Consultation with the Town Attorney regarding pending or contemplated litigation:

- a) Trophy Club v. Liming Hu, et al. (Chi Kung Foot Spa) **No Action Taken.**

- b) Contemplated litigation and threat of suit by the Trophy Club Municipal Utility District No. 1 regarding the Town's elevated storage tank and other Town-owned public improvements; and

Section 551.072 Deliberation regarding the purchase, exchange, lease, or value of real property owned by the Town and related to the Town's Elevated Storage Tank.

Mayor Pro Tem Rowe moved to direct the Town Attorney and Town Manager to continue the process of conveying the Town's water tower and other PID water and sewer infrastructure, as is, where is with all faults with the MUD No. 1 and with the understanding that existing leases remain active with the Town as lessor until they terminate. In the interim, the Town will continue to operate under the existing water ILA until such time as all the necessary steps are complete.

**VOTE ON MOTION**

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

**NAYES:** None

**ABSENT:** Beach

**VOTE:** 6-0-1

**ADJOURNMENT**

Mayor Tiffany adjourned the regular meeting at 9:13 p.m.

\_\_\_\_\_  
Jeannette Tiffany, Mayor

Attest:

\_\_\_\_\_  
Tammy Dixon, Town Secretary



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Tammy Dixon, Town Secretary

**AGENDA ITEM:** Consider an ordinance authorizing and calling for a general election to be held on May 2, 2026 and, if required, a runoff election on June 13, 2026 for the purpose of electing a mayor and council members to Town Council Place 1 and Town Council Place 2; and establishing procedures for the election; and providing an effective date. (Tammy Dixon, Town Secretary)

---

**BACKGROUND/SUMMARY:** The Town's General Election will be held on the first Saturday in May in accordance with State law. The mayor and council members Place 1 and Place 2 shall be elected at the General Election, each for a three-year term. The Town Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the Town's election will be conducted jointly with other political subdivisions in Denton County and Tarrant County. The proposed ordinance calls for the May 2, 2026 election and establishes the procedures for the election.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** The estimated cost for the May 2026 General Election is \$15,000, which is budgeted for in the FY 2026 General Fund Budget in the Town Secretary's Office. These amounts are estimates recognizing that the actual costs of the joint election will be distributed among each participating agency in each respective county.

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

**ATTACHMENTS:**

1. Ordinance

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the ordinance authorizing and calling for a general election to be held on May 2, 2026 and, if required, a runoff election on June 13, 2026 for the purpose of electing a mayor and council members to Town Council Place 1 and Town Council Place 2 and establishing procedures for the election; and providing an effective date.

**TOWN OF TROPHY CLUB, TEXAS  
ORDINANCE NO. 2026-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2026 AND, IF REQUIRED, A RUNOFF ELECTION ON JUNE 13, 2026, FOR THE PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS TO TOWN COUNCIL PLACE 1 AND TOWN COUNCIL PLACE 2; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

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

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

**WHEREAS**, the regular election for the Mayor and Town Council members of the Town of Trophy Club is required to be held on May 2, 2026, at which time the voters will elect persons to fill the offices of Mayor, Town Council Place 1, and Town Council Place 2; and

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

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

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

**SECTION 1.**

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

**SECTION 2.**

**GENERAL ELECTION CALLED.** The Town Council hereby calls and orders a General Uniform Election to be held on May 2, 2026, between the hours of 7:00 a.m., and 7:00 p.m., for the purpose of electing a Mayor and Council Members to Town Council Place 1 and Town Council Place 2, for a three-year term each, ending May 2029, or until their successor is duly elected, or appointed, and qualified. Such election shall be conducted in accordance with the provisions of the Code and held via the joint election agreements with both Tarrant and Denton counties, respectively.

**SECTION 3.**

**APPLICATION FOR A PLACE ON THE BALLOT.** Eligible persons wishing to file as candidates must file an application with the Town Secretary of the Town of Trophy Club at 1 Trophy Wood Drive, Trophy Club, Texas, 76262, and may do so beginning at 8:00 a.m., January 14, 2026, and continuing through February 13, 2026, until 5:00 p.m. Each application shall be on a form meeting the requirements of Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the Town Secretary. Notice of the time and place for such drawing shall be given in accordance with the Charter and State Law.

**SECTION 4.**

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

**SECTION 5.**

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

**SECTION 6.**

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

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on dates and times specified in the Denton County Agreement.
- (2) Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Denton Agreement as to early voting locations or times, the Denton Agreement shall control.
- (3) Applications for Ballots by Mail (ABBM) and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: [www.votedenton.gov](http://www.votedenton.gov); Phone: 940.349.3200; Fax: 940.349.3201; email: [elections@dentoncounty.gov](mailto:elections@dentoncounty.gov) to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton Agreement.

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

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on dates and times specified in the Tarrant County Agreement.
- (2) Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant Agreement. If there is any discrepancy between this Ordinance and the Tarrant Agreement as to early voting locations or times, the Tarrant Agreement shall control.

- (3) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, PO Box 961011, Fort Worth, Texas 76161, or Express Courier Delivery, Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas, 76111; Website: <https://www.tarrantcountytexas.gov/en/elections.html> Phone:817.831.8683;Fax:817.831.6118; Email: [votebymail@tarrantcountytexas.gov](mailto:votebymail@tarrantcountytexas.gov) to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant Agreement.

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

## SECTION 7.

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

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

## SECTION 8.

**GOVERNING LAW AND QUALIFIED VOTERS.** The election shall be held in accordance with the Constitution of the State of Texas and the Code, and all resident

qualified voters of the Town shall be eligible to vote at the election.

#### **SECTION 9.**

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

#### **SECTION 10.**

**RUN-OFF ELECTION.** In the event no candidate receives a majority of votes for an office, there shall be a run-off election held on June 13, 2026.

#### **SECTION 11.**

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

#### **SECTION 12.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Trophy Club, Texas, this 12<sup>th</sup> day of January 2026.

**APPROVED:**

\_\_\_\_\_  
Jeannette Tiffany, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Roggia, Town Attorney



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Tammy Dixon, Town Secretary

**AGENDA ITEM:** Consider an ordinance authorizing and calling a special election to be held on May 2, 2026 for the purpose of submitting to the qualified voters of the Town of Trophy Club, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; and establishing procedures for the election; and providing an effective date.  
(Tammy Dixon, Town Secretary)

---

**BACKGROUND/SUMMARY:** The Street Maintenance Sales and Use Tax was originally approved by Trophy Club voters on May 13, 2006 and reauthorized by the voters on May 8, 2010, May 10, 2014, May 5, 2018, and May 7, 2022. The ordinance presented would call a special election on May 2, 2026 for the voters to consider reauthorization of the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent for a period of four years.

If the dedicated sales tax for street maintenance is reauthorized, the sales tax rate in Trophy Club will remain 8.25 percent.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** The special election will be held concurrently with the May 2026 General Election and will not result in additional election costs. All estimated election expenses are included in the FY 2026 General Fund Budget for the Town Secretary's Office. These amounts are estimates recognizing that actual joint election costs will be distributed among each participating agency in each respective county.

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

**ATTACHMENTS:**

1. Ordinance

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the ordinance authorizing and calling a special election to be held on May 2, 2026 for the purpose of submitting to the qualified voters of the Town of Trophy Club, Texas, a ballot proposition to reauthorize the Street Maintenance Sales and Use Tax at the rate of one-fourth of one percent; and establishing procedures for the election; and providing an effective date.



**TOWN OF TROPHY CLUB, TEXAS  
ORDINANCE NO. 2026-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AUTHORIZING AND CALLING FOR A SPECIAL ELECTION TO BE HELD ON MAY 2, 2026 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE TOWN OF TROPHY CLUB A BALLOT PROPOSITION TO REAUTHORIZE A LOCAL SALES AND USE TAX AT THE RATE OF ONE-FOURTH OF ONE PERCENT FOR MAINTENANCE AND REPAIR OF MUNICIPAL STREETS; PROVIDING BALLOT PROPOSITION LANGUAGE; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENTS FOR ELECTION SERVICES WITH DENTON AND TARRANT COUNTIES; AUTHORIZING NECESSARY ACTIONS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 327 of the Texas Tax Code permits a municipality to adopt or continue a local sales and use tax to provide for street maintenance and repair if the tax is authorized by a majority of the municipality's qualified voters; and,

**WHEREAS**, on May 13, 2006 the eligible voters of the Town approved a ballot proposition to adopt the municipal street maintenance sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) within the Town as permitted by Chapter 327 of the Texas Tax Code, and on May 8, 2010, May 10, 2014, May 5, 2018, and May 7, 2022 a majority of the eligible voters of the Town approved a ballot proposition to reauthorize the said sales and use tax at the same rate; and,

**WHEREAS**, Section 327.007 of the Tax Code provides that the municipal street maintenance sales and use tax expires on the fourth (4th) anniversary of the date the tax was last reauthorized by a special election called and held for that purpose; and,

**WHEREAS**, Section 41.001 of the Texas Election Code (the "Code") establishes May 2, 2026, as a uniform election date for the purposes of conducting a special election; and,

**WHEREAS**, the Town Council desires to conduct an election to ascertain whether the local sales and use tax at the rate of one-fourth of one percent (1/4 of 1%) for maintenance and repair of municipal streets shall be reauthorized within the

Town consistent with Chapter 327 of the Texas Tax Code; and,

**WHEREAS**, in accordance with Chapter 321 of the Texas Tax Code, the combined rate of all local sales and uses taxes imposed by the Town of Trophy Club will not exceed two percent (2%); and,

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

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

**WHEREAS**, the Town hereby finds and determines that holding a special election on the continuation of the municipal street maintenance sales and use tax is in the best interests of the Town's citizens.

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

### **SECTION 1.**

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

### **SECTION 2.**

**ELECTION ORDER.** In accordance with the general laws and Constitution of the State of Texas and Sections 327.003 and 327.007 of the Texas Tax Code, a special election is hereby called and ordered for May 2, 2026, to submit to the voters a proposition to determine whether to reauthorize the adoption of a one-quarter of one percent (1/4 of 1%) sales and use tax for street maintenance purposes.

### **SECTION 3.**

**BALLOT PROPOSITION.** The official ballot for the special election shall be prepared in accordance with the Code so as to permit the electors to vote "FOR" or "AGAINST" the proposition, with the ballot to contain such provisions, markings and language as required by law, and with such proposition being set forth on said ballot using the following form and language:

**“PROPOSITION A**

The reauthorization of the local sales and use tax in the Town of Trophy Club, Texas at the rate of one-quarter of one percent (1/4 of 1%) to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.

**FOR** \_\_\_\_\_  
**AGAINST** \_\_\_\_\_”

**SECTION 4.**

**PROCEDURES FOR THE SPECIAL ELECTION.** The special election shall be conducted in accordance with the provisions of the Code. In accordance with Chapter 271 of the Code, the Town intends to enter into agreements for election services with Denton County and Tarrant County (the “Agreements”). The Town Manager is hereby authorized to execute the Agreements for the conduct of the election in accordance with Chapter 31 of the Code, and other applicable statutes and laws. Additionally, the costs of the special election shall be paid in accordance with the Agreements. All expenditures necessary to conduct the election, the purchase of materials therefor, and the employment of all election officials are hereby authorized and shall be conducted per the Agreements and applicable law.

**SECTION 5.**

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

**SECTION 6.**

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

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Denton County Main Early Voting site located at 701 Kimberly Dr., Ste. A111, Denton, Texas, 76208, on days and times specified in the Denton County Agreement.

- (2) Any eligible Denton County Registered Voter may cast their vote at any additional early voting location throughout Denton County as established by the Denton Agreement. If there is any discrepancy between this Ordinance and the Denton County Agreement as to early voting locations or times, the Denton County Agreement shall control.
- (3) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Denton County may be delivered to the Early Voting Clerk, P.O. Box 1720, Denton, Texas, 76202; Website: [www.votedenton.gov](http://www.votedenton.gov); Phone: 940.349.3200; Fax: 940.349.3201; email: [elections@dentoncounty.gov](mailto:elections@dentoncounty.gov) to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Denton County Agreement.

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

- (1) Early Voting by personal appearance shall be conducted beginning on April 20, 2026, and continuing through April 28, 2026, at the Tarrant County Main Early Voting site located at 2700 Premier Street, Fort Worth, Texas, 76111, on days and times specified in the Tarrant County Agreement.
- (2) Any eligible Tarrant County Registered Voter may cast their vote at any additional early voting location throughout Tarrant County as established by the Tarrant County Agreement. If there is any discrepancy between this Ordinance and the Tarrant County Agreement as to early voting locations or times, the Tarrant County Agreement shall control.
- (3) Applications for Ballots by Mail (ABBM)s and Federal Post Card Applications (FPCAs) in Tarrant County may be delivered to the Early Voting Clerk, PO Box 961011, Fort Worth, Texas 76161, or Express Courier Delivery, Tarrant County Elections, 2700 Premier Street, Fort Worth, Texas, 76111; Website: <https://www.tarrantcountytexas.gov/en/elections.html> Phone:817.831.8683;Fax:817.831.6118; Email: [votebymail@tarrantcountytexas.gov](mailto:votebymail@tarrantcountytexas.gov) to be received not later than the close of business on April 20, 2026. The Town Secretary is directed to forward the applications and ballots to the Election Administrator as provided in the Tarrant County Agreement.

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

#### SECTION 7.

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

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

#### SECTION 8.

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

#### SECTION 9.

**PUBLICATION AND POSTING OF NOTICE OF SPECIAL ELECTION.** Notice of the election shall be published in accordance with Chapter 4 of the Code.

#### SECTION 10.

**NECESSARY ACTIONS.** The Mayor and the Town Secretary, in consultation

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

**SECTION 11.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Trophy Club, Texas, this 12<sup>th</sup> day of January 2026.

**APPROVED:**

\_\_\_\_\_  
Jeannette Tiffany, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Roggia, Town Attorney



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Chase Ellis, Director of Parks & Recreation

**AGENDA ITEM:** Consider authorizing the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000. (Chase Ellis, Director of Parks & Recreation)

---

### **BACKGROUND/SUMMARY:**

The Town of Trophy Club's FY 2026–2031 Capital Improvement Program (CIP) includes the Trees & Tree Maintenance Project, which establishes a long-term, data-driven approach to managing the Town's urban forest. As outlined in the adopted budget, this project is intended to divide the community into manageable quadrants and utilize professional arborist services to inventory, inspect, trim, remove, and replace trees throughout the Town's rights-of-way, parks, and other Town-managed properties. The CIP specifically recognizes that advancements in technology—such as vehicle-mounted LiDAR, machine learning, and urban tree inventory tools—allow municipalities to make more informed, objective, and cost-effective decisions regarding tree maintenance and long-term canopy health.

To advance these adopted CIP goals, the Town seeks to conduct a comprehensive smart tree inventory and develop an associated tree management plan. Under the proposed agreement, the consultant will inventory approximately 5,000 public trees within the public rights-of-way and maintained park areas using ground-based LiDAR technology, artificial intelligence, and machine learning, followed by a 100 percent in-field review by ISA Certified Arborists. This approach will provide the Town with accurate and defensible data on tree location, species, size, structure, condition, defects, and maintenance needs, all of which will be delivered through an asset management platform.

The resulting inventory and management plan will support proactive maintenance planning, risk mitigation, and long-term budget forecasting, including a recommended multi-year maintenance strategy and a five-year budget example. This work directly supports the Town's goal of improving overall tree condition by establishing a modern, technology-driven foundation for managing the urban canopy, improving operational efficiency, enhancing public safety, and protecting the Town's long-term investment in its tree assets.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:**

Funding for this agenda item is included in the FY 2026–2031 Capital Improvement Program under the Trees & Tree Maintenance Project. The contract amount with Davey Resource Group will not exceed \$100,000 for FY 2026. Of this amount, \$68,096.90 will be allocated for the smart tree inventory and \$7,500 for development of the tree management plan, which together include advanced LiDAR-based data collection, in-field arborist inspections, integration into the asset management system, and development of a multi-year management strategy.

The remaining \$24,404 may be allocated to in-field tree maintenance activities, including pruning, removals, and tree planting, as operational needs are identified. There is no additional impact to the operating budget; all costs are funded through the adopted Parks Capital Projects allocation and support proactive, data-driven management of the Town’s urban forest.

	2026
Smart Tree Inventory*	\$68,096.90
TK Subscription**	\$0.00
Management Plan	\$7,500.00
Annual Total	\$75,596.90

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

**ATTACHMENTS:**

1. Davey Proposal

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to authorize the Town Manager to negotiate and execute a professional services agreement with Davey Resource Group, Inc. for a tree inventory and management plan and tree maintenance services in an amount not to exceed \$100,000.

A PROPOSAL PREPARED FOR

# The Town of Trophy Club

Tree Inventory and Management Plan

October 27, 2025

**Updated December, 18 2025**



**December 18, 2025**

**Chase Ellis**

Parks Director

The Town of Trophy Club

RE: Tree Inventory and Management Plan

Dear Mr. Ellis,

Per your request, an updated proposal and pricing for services is provided below, including Smart Tree Inventory with 100% In-Field Review, with the TreeKeeper Software, and Management Plan. At its core, these services are designed to strengthen the Town's urban forest data management, operational efficiency, and long-term sustainability.

DRG understands the benefits trees bring, and we also realize the challenges that come with managing public trees. Our parent company, The Davey Tree Expert Company, was founded in 1880 to train tree surgeons - predecessors to the modern-day arborists. Through the years, our company has developed numerous tree care and maintenance protocols, standards, and best practices. Our world-leading research and development department, the [Davey Institute](#), is staffed with scientists and technical advisors to guide our field service teams in diagnosing and prescribing the best approaches to tree maintenance and care. Fundamentally, our tree knowledge is rooted in direct science and research, differentiating us from our competitors and ensuring our clients receive the best advice to manage and maintain trees.

The team we proposed to manage your project has the knowledge, experience, and availability to meet your goals and help you with the next steps for your project. They understand how to help you meet your specific program needs and project budget. We believe that our expertise in urban forestry management and our commitment to sustainability makes us an ideal partner for The Town of Trophy Club in this important endeavor.

We appreciate your consideration, and we look forward to the opportunity to discuss which option best supports the Town's goals, budget and timeframe.

Sincerely,



**Sam Heywood**

**Area Manager**

Davey Resource Group, Inc.

512-348-9361 | [sam.heywood@davey.com](mailto:sam.heywood@davey.com)

# Section One: Project Understanding

## Introduction

The Town of Trophy Club has a clear and important goal: to improve and sustain the health and structure of its urban forest. You can't manage what you don't know, and that's where this project begins. By investing in an up to date tree inventory, the Town will gain an up to date and comprehensive picture of the trees that shape its neighborhoods, parks, and public spaces.

DRG's **Smart Tree Inventory** service combines ground-based LiDAR technology with artificial intelligence and machine learning to transform how urban forest data is collected, analyzed, and applied. This technology sound data collection delivers unmatched accuracy, efficiency, and reliability, providing 3D LiDAR visualizations, canopy health insights, and clearance zone mapping to support data-driven decision-making. After data capture, our team of International Society of Arboriculture (ISA) Certified Arborists® will complete a 100% in-field review of the data providing further details at each tree.

This combined technique offers measurable advantages to the Town by ensuring the highest levels of accuracy, quality assurance, and seamless integration with our tree management software, TreeKeeper. Together, these tools will enable the Town to plan maintenance, assess risk, and forecast budgets with precision and confidence.

Once the inventory data has been captured and is available in TreeKeeper, DRG will summarize our findings in a Management Plan with a projected 5-year budget. This document is designed to guide the management of the inventoried tree population in the coming years.

With this investment, Trophy Club's team will be equipped with a modern, technology-driven system that increases efficiency, reduces risk, strengthens fiscal planning, and maximizes the long-term value of the Town's urban forest. DRG is excited to support the Town of Trophy Club in providing the foundation for a resilient, healthy, and thriving urban forest for years to come.



*A 3D digital scan of a tree shows both its canopy (green) and branch structure (brown). This technology creates a digital twin of each tree, helping the City monitor health, detect changes, and guide long-term care*

# Section Two: Scope of Work

The following key tasks constitute the proposed project:

**Smart Tree Inventory:** DRG will conduct a Smart Tree Inventory of municipal trees located within the public right-of-way (ROW) and the mowed and maintained areas of Trophy Club parks and public properties. The Area of Interest (AOI) will be defined in advance using GIS data layers such as parcel and ROW boundaries. Based on the area of interest provided, DRG estimates the inventory will include up to 5,000 trees: approximately 4,500 ROW trees and 500 park trees.

**Due to the size of the inventory, DRG anticipates scanning all 5,000 trees in the first year of the project.**

Upon completion of the LiDAR-based inventory, DRG certified arborists will complete a 100% in-field review to assign a condition rating, a defect, and a maintenance priority/need for each tree.

**TreeKeeper® Software:** DRG will deliver and integrate all data seamlessly within Trophy Club's TreeKeeper® platform. By combining advanced data collection with this powerful platform, the Town will have a dynamic tool to support proactive management, improve decision-making, and track maintenance activities to maximize the long-term value of its urban forest investment. TreeKeeper® software is included for one-year for Smart Tree Inventory and priced separately for Traditional Inventory.

**Management Plan:** DRG will analyze the collected inventory data, quantify the benefits provided by the community's inventoried trees and project an estimated multi-year budget and maintenance schedule. Sections can include an executive summary, structure and composition, functions and benefits; recommended maintenance, maintenance strategy and example 5 year budget, conclusion, and appendices.

# Smart Tree Inventory

## Project Management

### Kickoff Meeting

DRG begins every project with a virtual kickoff meeting to establish a strong foundation for collaboration and ensure a successful partnership. The first priority of this meeting is to introduce our team, review project objectives, and discuss deployment strategies, expectations, and key considerations. In preparation, DRG will create a comprehensive contact directory for both our staff and yours, providing clear points of contact throughout the project. We will also gather any necessary information related to parking, Town identification, or site access for the field verification portion of the project. To ensure smooth operations, we will coordinate with local law enforcement as needed and, if desired, support the City's outreach efforts to inform the public about the inventory process.

Our goal is to be fully prepared so that Trophy Club staff can continue their day-to-day responsibilities without disruption. During the kickoff meeting, we will clarify our project management approach, outline the process and timeline for pre-determining the inventory dataset, validate the AOI, field data and review our quality assurance procedures and deliverables. Alignment on the complete project scope is critical prior to project initiation. DRG sets up meetings and maintains an updated project schedule, continually evaluating communications throughout the engagement to ensure all deliverables are completed on time and within budget. These communications include a virtual kickoff meeting, regular project update emails, and a virtual close-out meeting, providing transparency and coordination from start to finish.

### Public Interest

The Smart Tree Inventory often generates interest from the public, as residents are naturally curious about the care and management of their community's trees. If desired, DRG can support the Town by providing a press release to inform residents about the project. The release can outline the purpose of the inventory, the funding sources supporting it, and what residents can expect during data collection. We can also highlight the use of the specialized inventory vehicle and cutting-edge technology, helping the community understand how the work is conducted safely and efficiently. Proactively



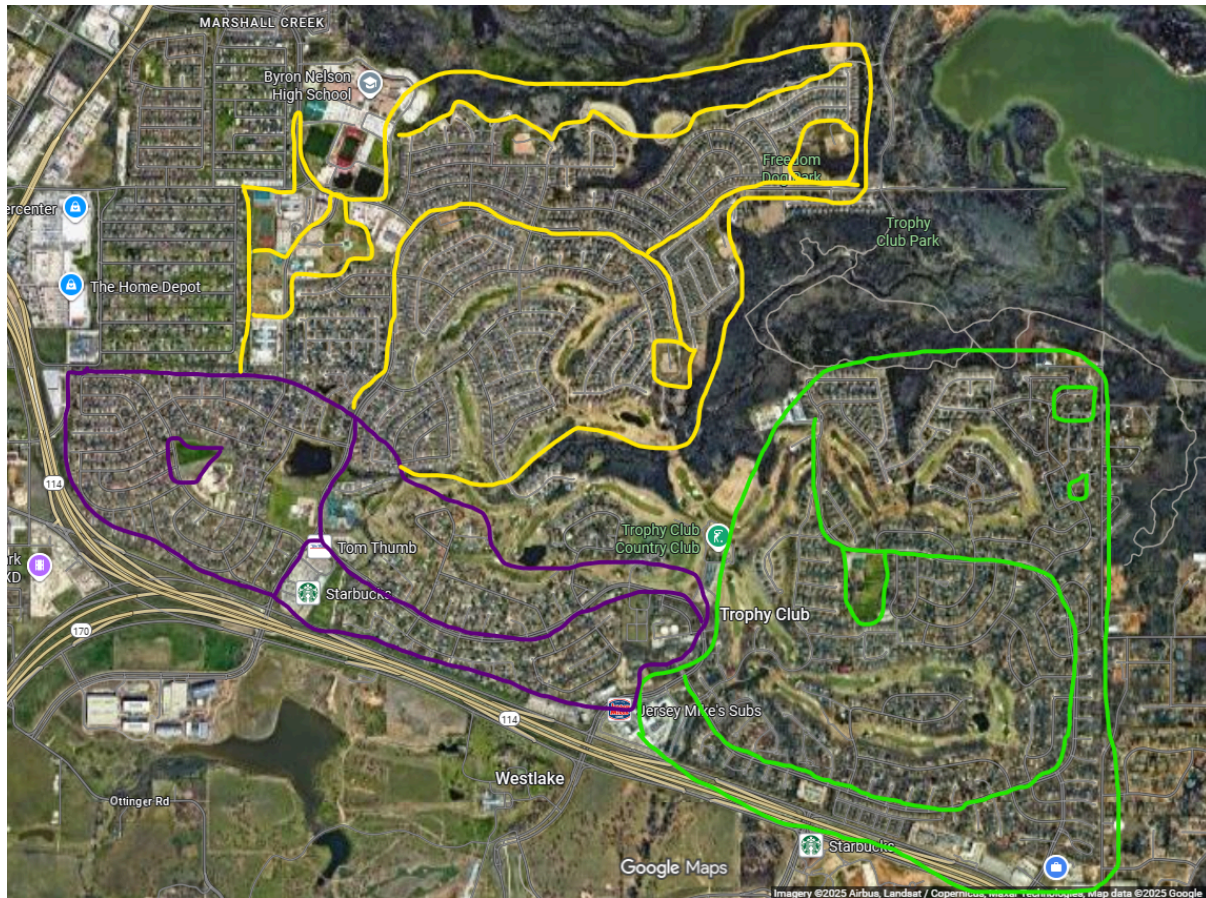
communicating with the public helps foster transparency, encourages community engagement, and underscores the Town's commitment to maintaining a healthy and well-managed urban forest.

# Tree Inventory Data Collection

## Step 1: Define Area of Interest

An Area of Interest (AOI) defines the geographic boundary where urban forest data will be collected and analyzed. For this project, the AOI represents the portion of the Town of Trophy Club where tree inventory, assessment, and management activities will be focused. Establishing the AOI in advance ensures fieldwork is targeted and that collected data supports Trophy Club's urban forest management goals.

DRG understands that the AOI provided is the three areas circled on the provided map below. **Due to the size of the community, all three areas will be scanned in the first year of the project, providing savings on mobilization.**



Based on preliminary information, the project will include approximately 63 miles of public streets and roughly 61 acres of designed, town-managed parkland. Defining and confirming the AOI in advance ensures the Smart Tree Inventory is conducted efficiently, safely, and yields data that is actionable for urban forest management. Once the AOI is confirmed the field missions are scheduled.

## Step 2. Data Capture

Upon agreeing on a final AOI, our technicians collect tree data along street rights-of-way using a standard vehicle equipped with a mounted mobile LiDAR scanner and a 360-degree camera. This vehicle operates safely within the flow of traffic, capturing detailed information without disrupting daily operations.

For parks or other areas without accessible roadways, data collection is performed using a mobile LiDAR scanner and camera mounted on a small, remote-controlled rover. This unit is designed to travel within mowed and manicured park areas, capturing tree attributes without impacting park use or landscaping.

Both collection methods capture approximately four million data points per second along with RGB (red, green, blue) imagery. The result is a highly detailed point cloud of the urban forest, combined with high-resolution panoramic images, providing a comprehensive digital representation of Trophy Club's trees for analysis, assessment, and management.

## Step 3. Digital Twin Creation and Information Extraction

After capturing the data, we use a machine learning (ML) application that automatically locates and identifies each tree. It also determines essential tree attributes using an Artificial Intelligence (AI) platform. This platform separates each tree from its surroundings and classifies woody parts from foliage. The final output is an exact "digital twin" of every tree scanned.

This digital twin provides the finest resolution possible for canopy foliage volume, trunk diameter, health metrics, and safety information. These digital twins can be rotated and viewed in 3-dimensional space and are accompanied by up to five high-resolution photos of each tree collected at the same time as the LiDAR data. The level of precision and detail can enable you to understand the growth dynamics of the urban forest over time - a task that was previously difficult or impossible.

An additional benefit of conducting a Smart Tree Inventory is the ability to extract additional valuable insights from the point cloud and photos. We can do it at any time and are not limited to only capturing data during fieldwork like a traditional inventory.

## Step 4. Cohort Creation and Outlier Identification

Our Smart Tree Inventory demonstrates the strengths of AI & ML by removing subjectivity and providing an in-depth analysis of your tree inventory. Each tree is grouped into a cohort of similar species and size categories and analyzed. For each measured attribute (i.e. leaf area index, height, dieback, crown width, etc.) we are able to compare all of the cohort trees and determine which ones are performing differently. These trees are flagged and searchable and go into the inspection phase of the project.



## Step 5. 100% In-field Inspection

DRG's urban foresters and ISA-certified arborists play a key role in the Smart Tree Inventory. After the collection of point cloud data by the vehicle or park tracker, tree extraction through AI/machine learning, and initial database analysis, DRG's arborists will complete an in-field inspection of the inventoried trees. These inspections use traditional ground-based methods and focus on trees showing signs of decline or stress.

### TreeKeeper® and software support

All inspection records, including remote and field assessments, are entered into TreeKeeper®, providing a consistent format for tracking completed inspections and managing project workflow.

## Step 6. Data Delivery

You own your data, we are hosting and providing valuable information to assist you in better management of your urban forest. All output tree measurements and information will be housed within DRG's Treekeeper® software with the integrated 3D tree view ability. Portions of the core tree measurements can be output as ESRI shapefiles; however, items such as the digital twin and deep analysis of some tree metrics are not standard GIS datafiles and are only viewable within the software.

### Data Fields

A Smart Tree Inventory offers you unprecedented precision and information about your tree assets. Below are the current packages available. As we continue to learn and innovate additional information will become available, oftentimes without the need for additional data collection.

#### Base Tree Inventory Package

- Site ID
- Mapping Coordinates
- Address from Parcel
- Images of Each Tree
- Panorama Image of Each Tree (Street View)
- Digital Twin of Each Tree
- Genus and Species
- Common Name
- Tree Diameter
- Tree (Total) Height
- Number of Stems
- Crown Height
- Crown Spread
- Trunk Height
- Crown Light Exposure
- Root Protection Zone
- Tree Protection Zone
- Crown Volume
- Crown Base Height
- Basal Area Increment (monitoring scans)
- Outlier Analysis
- Ecosystem Services (i-Tree)
- Council of Tree & Landscape Appraisal (CTLA)  
Trunk Formula Technique Appraisal (estimated)
- Inspection Status (remote and field inspections only)
- Further Inspection Needed (field inspections only)
- Database Matching with existing inventory (if applicable)
- Date of Inventory

### Structural & Assessment Package (Included)

- Trunk Stability Index (beta)
- Critical Wind Speed
- Trunk Lean Angle
- Crown Lean Angle
- Slenderness
- Primary Maintenance Recommendations\*
- Primary Defect\*
- Further Inspection Needed\*

### Health & Vitality Package (Included)

- Condition\*
- Leaf Area (sqft)
- Leaf Area Density
- Leaf Area Index
- Live Crown Ratio
- Crown Density
- Crown Dieback (percent)
- Tree Status
- Foliage Transparency

For trees not in-field inspected, traditional subjective condition ratings are not provided. However, tree vitality is provided. This evaluates a tree's capacity to live and grow, assessed through indicators like crown dieback, crown density, and foliage transparency, as it cannot be directly measured. The vitality score is calculated using a weighted formula: 40% crown dieback, 30% foliage transparency, and 30% crown density. Vitality is categorized as High (score above 90%), Medium (score between 75% and 90%), Low (score between 60% and 75%), or Dead (score below 60%). This assessment is distinct from tree health.

**\*Data fields with an asterisk will be collected during the 100% in-field inspection process.**

## Limitations

Although DRG believes that a Smart Tree Inventory would provide the highest-quality data to support Trophy Club's urban forest management goals, there are certain limitations of the method that you should be aware of. These limitations are listed below.

- **Planting Sites:** The LiDAR-based Smart Tree Inventory methodology cannot provide detailed and specific information about potential planting locations. This information could be added to the tree inventory by staff on the ground at a later time or done with aerial imagery.
- **Level 2 Risk Assessments:** The LiDAR technology cannot provide a risk assessment in line with ANSI and the ISA's best management practices.
- **Obstructions:** We make all attempts to capture imagery and scans during optimal times to minimize the potential for obstructions due to traffic or other fixed objects. However, if a tree or stump is 100% obstructed at the time of scan it will not be extracted.

## Timeline

Collecting data for a Smart Tree Inventory requires scanning during the leaf-on season and involves careful pre-inventory planning. Based on our understanding of your goals, we propose the following timeline to complete the scan in 2026:

**Pre-Inventory Planning:** Following contract award, we will finalize the area of interest (AOI), confirm access to public rights-of-way and park areas, and coordinate GIS data layers to guide field operations. This phase ensures that the inventory is efficient and comprehensive.

**Field Data Collection:** Scanning will be conducted during the leaf-on season to capture accurate tree structure, canopy, and clearance data. The exact timing will depend on seasonal conditions and weather.

**Data Processing and QA/QC:** Following field collection, data will be processed to generate 3D visualizations, calculate tree metrics, and perform quality assurance checks to ensure accuracy.

**Preliminary Reporting:** A draft dataset and initial findings will be shared for review, allowing Trophy Club's urban forest manager to provide feedback before moving onto in-field inspections.

**In-Field Inspections:** DRG certified arborists will complete a 100% in-field review to assign a condition rating, a defect, and a maintenance priority/need for each tree.

**Final Delivery:** The completed inventory will be delivered directly into TreeKeeper.

Please note that this timeline process is tentative and may be affected by factors such as the date of contract award, time required to finalize contractual arrangements, and prevailing weather conditions. We remain flexible and committed to adjusting the schedule as needed to meet project goals efficiently. We are confident we can deliver the updated data within the Town's expected timeline.

# TreeKeeper®

The inventory can be fully delivered and managed within Davey’s TreeKeeper® platform. TreeKeeper® is included for one-year for Smart Tree Inventory and priced separately for Traditional Inventory.

TreeKeeper® provides an all-in-one system for inventory management, GIS-based mapping, work order tracking, and ecosystem service calculations. Cities can manage their urban forests without needing multiple systems or separate modules. The software is offered as a subscription-based SaaS (Software as a Service), with straightforward pricing and no hidden costs.

TreeKeeper® also offers flexibility. It allows for unlimited users, customized reports and fields, and role-based access controls. Field data can be collected via mobile devices with GPS, even in offline mode, and synchronized later—supporting efficient workflows in a variety of environments. The platform is continuously updated based on user feedback, new technology, and internal research. Integration with other municipal systems—such as GIS platforms, 311 systems, and asset management software—ensures that TreeKeeper® can fit into existing workflows without disruption.

## Key Software Features

- **Interactive, Dynamic Work Environment:** TreeKeeper® provides an intuitive interface for both desktop and mobile, allowing users to view and manage tree inventory data through interactive maps and tables. Multiple users in different locations can access the system simultaneously, enabling real-time updates.
- **Unlimited Data Capacity & Layers:** There are no limits on the number of users, trees, or information stored. Multiple editable layers can be added, including historical data, additional facilities, and assets, alongside customizable base layers.
- **Role-Based Access:** Assignable roles: provide tailored functionality for each user and layer.
- **Public View:** Each system includes a customizable public-facing landing page to educate and inform, featuring species information, i-Tree benefits, custom reports, planting requests, and more.
- **Mobile Functionality:** The system seamlessly switches between desktop and mobile views, with full functionality on tablets to edit, manage work orders, add trees, take photos, and more.
- **i-Tree Eco Benefits:** TreeKeeper® dynamically calculates environmental benefits using i-Tree’s Eco API, including air quality, carbon sequestration, stormwater mitigation, and energy savings, projected annually over 20 years.
- **Advanced Search & Query:** Users can search data via maps or the explore section, querying by location, species, condition, maintenance, size, and other attributes. Results are synchronized across both views.
- **Editability & Archive:** Admin and Edit users can update data fields using dropdowns to ensure consistency. All edits are archived and timestamped, providing a history of changes.
- **Work Orders & Caller Logs:** The system supports creating, assigning, scheduling, and tracking work orders for individual or grouped trees, along with logging caller information and tracking site-specific edits.

- **Photos & Electronic Documents:** Users can attach photos, PDFs, and other documents to any site. Mobile uploads automatically integrate with the device camera.
- **Tree Appraisals & Budgeting:** Trees are valued using the CTLA 10th Edition trunk formula, with options to refine valuations using local pricing and additional attributes.
- **Budgeting and cost tracking:** urban forest managers can assign costs to work orders, projects, and maintenance activities, enabling better financial planning and resource allocation.
- **Custom Dashboards, Reports & Filters:** Configurable dashboards and robust reporting allow users to generate custom reports, track projects, and save searches as quick filters for easy access and sharing.
- **Administrative Hub:** Admin users can manage users, roles, attributes, projects, work crews, cost information, and more to fully customize the TreeKeeper® experience.
- **Data Export & Import:** Users always retain ownership of their data, with the ability to export or import full datasets or subsets at any time.
- **Custom API Integration:** TreeKeeper® can integrate with a variety of third-party software for data push/pull functionality, including ESRI, Cartegraph, Cityworks, Salesforce, Lagin, 311 systems, and more.

## Software Training & Support

We are happy to provide a complementary one hour orientation training during the inventory. Additionally, DRG offers custom software training for an additional fee that can be arranged at any time throughout your subscription. These trainings are approved for ISA continuing education units (CEUs).

## Software Updates

All TreeKeeper® clients receive free unlimited updates. We are committed to staying up-to-date with the latest technology trends to ensure that TreeKeeper® remains the most advanced software system for tree inventory management. We value client feedback and have made numerous upgrades to TreeKeeper® based on suggestions from clients over the past 20 years. These upgrades are developed in-house by DRG's professional software developers—not by off-shore labor or other subcontractors.

# Management Plan

The goal of DRG's Management Plan is to recognize priority and proactive tree management tasks, know the value of the inventoried trees, and project a realistic multi-year budget. To develop this plan, our experienced urban foresters analyze the tree inventory data, assessing the data to determine the tree population's composition, structure, and function. Then, DRG uses the findings from the data analysis, along with industry standards, risk management goals, and best management practices, to report on the status of the urban forest and prioritize tree maintenance needs. DRG develops a multi-year maintenance schedule and cost spreadsheet, provided as an editable Excel™ spreadsheet, based on prioritized maintenance needs.

## Plan Sections

- Executive Summary: Provides an inventory, recommended maintenance, and benefits summary overview of the project and its findings in a format that facilitates printing and sharing with elected officials, citizens, and others.
- Structure & Composition: Using charts, tables, and insight from DRG's experienced urban foresters, this section describes the composition, function, and structure of the inventoried urban forest. Detailed observations and recommendations are analyzed on the following:
  - Species & General Diversity
  - Pest Susceptibility
  - Condition\*
  - Relative Age Distribution
  - Defect Observations\*
  - Infrastructure & Growing Space\*
  - Canopy Cover & Stocking Level\*
- Functions & Benefits: Using i-Tree, an analysis highlighting the environmental, ecological, and economic benefits trees provide with the following analysis:
  - Overall Results
  - Annual Benefits
  - Improving Air Quality
  - Sequestering & Storing Carbon
  - Controlling Stormwater
  - Replacement Value
- Recommended Maintenance: Focuses on the tree maintenance tasks that will help mitigate risk, complete proactive maintenance cycles, and plant trees (if collected). Based on the inventory data, the following analyses are discussed:
  - Priority Maintenance & Further Inspections\*
  - Routine Maintenance
  - Routine Pruning Cycle
  - Young Tree Training Cycle
  - Routine Inspections & Inventory Updates
  - Tree Planting & Stump Removal\*
- Maintenance Strategy & Example 5-Year Budget: Using the tree inventory data, an example 5-year annual maintenance schedule and budget are provided with details that recommend tasks to complete each year in an editable Excel™ table format.

- Conclusion: Summarizes the report, drawing inferences from the entire process about what has been found and decided, and the impact of those findings and decisions.
- Appendices: Relevant appendices are provided, including References, Summary of Recommendations, Study Area and Data Collection Procedures, and Risk Assessment if applicable.

**\*Please note, included sections will be based on the data fields collected. Bullet points with an asterisk below will not be included if a Smart Tree inventory is conducted.**

# Section 3: Qualifications and Experience

Davey Resource Group, Inc. is the leader in urban forestry consulting in the United States and has provided tree inventory assessment services and assisted with managing urban forests since its founding in 1992. We regularly assess over two million trees annually and develop a wide range of plans for communities. These plans include data-driven operationally-focused work plans and strategic master plans guided by community and stakeholder input. Our TreeKeeper® software is used by over 500 clients nationwide and has more than 10 million trees hosted.

In addition to our on-the-ground arborist assessment and urban forest planning services, we provide GIS-based mapping and canopy assessments. Since 2010, DRG has completed over 225 urban tree canopy (UTC) assessments, providing accurate estimates of tree canopy cover and impervious surfaces. Our team consists of arborists, urban foresters, planners, landscape architects, ecologists, GIS, and Information Technology (IT) professionals. Together, we offer proven solutions for urban forest management and unique strategies for today's challenges, such as the urban heat island effect and the lack of tree canopy in underserved neighborhoods.

In addition to DRG's renowned urban forestry services, we also offer a diverse range of other environmental consulting services. This includes wetlands and stream studies, environmental design and ecosystem restoration, stormwater management and compliance, and invasive species management. DRG's staff is well versed in complex ecosystems, resource challenges, and regulatory concerns that can impact project success. With 24 local regional offices and a national presence, DRG is well equipped to handle urban forestry and environmental projects in your area.

Internally, we believe in the **QTC method - Quality, Teamwork, and Communication**. How does this benefit you and your project? We continually look for ways to reinvent, innovate, and adapt our processes to achieve the highest quality results at the best value for our clients. This includes hiring and training team members who are accountable for good work, working safely, and providing accurate results. We encourage and engage in active communication with you and within our teams to provide quality service throughout the project and beyond. This philosophy has led to our history of satisfied repeat clients.

As a trusted partner, Davey collaborates with the United States Department of Agriculture (USDA) Forest Service, The Nature Conservancy, American Forests, and the Arbor Day Foundation on a variety of industry-leading initiatives. Our commitment extends to the International Society of Arboriculture (ISA) and its local chapters, with staff serving on boards and committees. We support the Urban and Community Forestry Society with regular presentations, sponsorships, and volunteering.

Davey has actively contributed to developing and revising arboriculture standards and best management practices, including tree risk assessment, through the American National Standards Institute (ANSI) and ISA. We also work directly with the USFS on the continued development and support of i-Tree to quantify the value ecosystem services trees provide.

# QTC

Our team is excited to present our proprietary approach, which integrates quality, teamwork, and communication (QTC) to ensure unparalleled service and results for your project. Our process is designed to meet our client's unique needs and standards.



## **Uncompromising Quality**

Our commitment to quality is at the core of everything we do. We utilize state-of-the-art tools and methodologies to ensure the highest standards are met. Our quality assurance process involves rigorous testing and validation at every stage, ensuring that the final product not only meets but exceeds your expectations.



## **Teamwork at Its Best**

We believe that the key to successful project delivery is rooted in effective teamwork. Our team comprises industry experts who bring diverse skills and perspectives to the table. We foster a collaborative environment where every team member's contribution is valued, leading to innovative solutions and creative problem-solving.



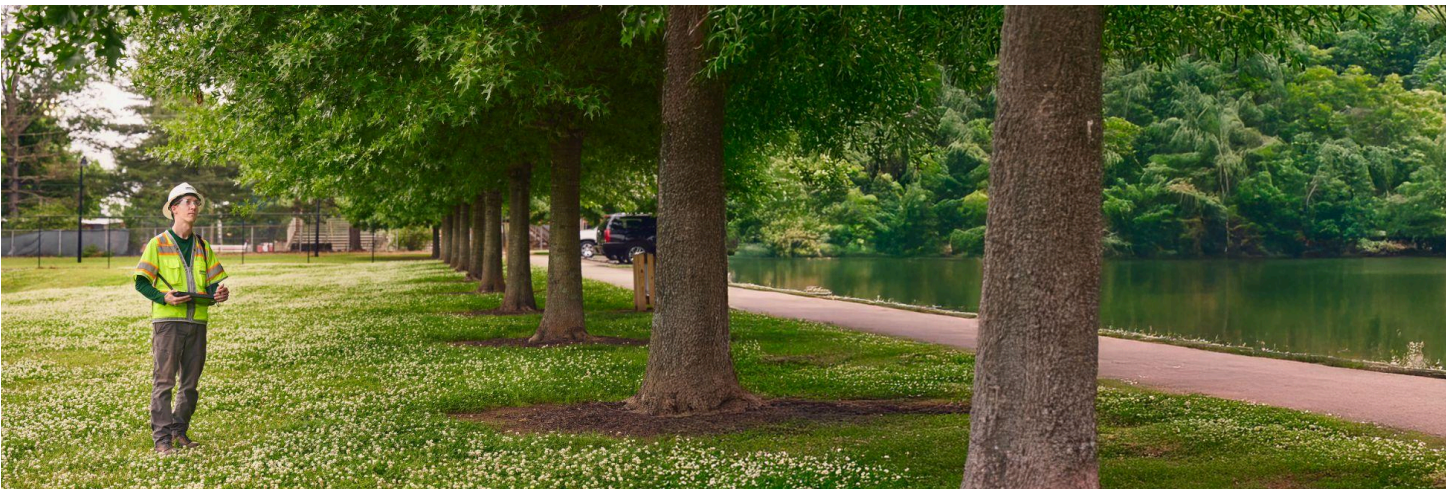
## **Seamless Communication**

Clear and consistent communication is vital for the success of any project. We have established a structured communication protocol that keeps all stakeholders informed and engaged throughout the project lifecycle. Regular updates, transparent reporting, and open channels for feedback ensure that we are always aligned with your goals and expectations.

## **Customized Approach**

Understanding that each project has unique challenges and requirements, we customize our approach to best fit your needs. Our flexible methodology allows us to adapt to changing circumstances and requirements, ensuring that we deliver optimal results every time.

With DRG, you are choosing a partner committed to excellence. Our proprietary process, emphasizing quality, teamwork, and communication, is designed to deliver superior results that align with your mission and objectives. We are eager to bring our expertise to your project and look forward to a successful collaboration.



# Why choose the Davey Team?

## DRG's Unique Qualifications

The following assets and qualities of DRG distinguish us within the arboriculture and urban forestry fields and demonstrate our ability to provide high-quality services.

### Data-Driven Urban Forestry Solutions

- **The Davey Institute:** Ensures all recommendations are grounded in the latest research and peer-reviewed science, supporting sustainable, evidence-based decision-making.
- **GIS & Data Integration:** Advanced GIS analysis and regional datasets provide actionable insights for tree species selection, planting priorities, maintenance scheduling, and climate adaptation.
- **i-Tree Eco Benefits:** Automatically calculates environmental benefits—including air quality, carbon sequestration, and stormwater mitigation—allowing the Town to track and communicate ecological value.

### How Trophy Club Benefits from Choosing DRG

- **Proven Expertise:** The Town of Trophy Club can leverage DRG's extensive experience delivering urban forestry solutions in California and throughout North America.
- **Innovative Tools & Partnerships:** Exclusive access to greehill innovation and advanced Smart Tree Inventory technology ensures the Town receives superior insights.
- **Collaborative Approach:** DRG works with Town staff to create a plan that aligns with local values and priorities.
- **Commitment to Success:** As an employee-owned company, DRG's team is fully invested in the Town's goals, delivering on time, on budget, and with exceptional quality.
- **A 145-year history** of providing clients with quality work and proven results. The Davey Tree Expert Company has been in business for over 145 years. It is an employee-owned company that has stood the test of time. While other urban forestry companies and their inventory software programs have gone out of business, The Davey Tree Expert Company's history speaks to longevity and security, such that it will remain successful and be able to serve the needs of your community well into the future.

## The Project Team

DRG's staff members are the most qualified and credentialed in the industry and possess extensive industry knowledge and experience. This knowledge and experience includes industry standards, best management practices (BMPs), and the municipal work environment. All of our DRG team members are either ISA-certified arborists or on a path to becoming certified. Many have additional credentials and maintain the ISA Tree Risk Assessment Qualification (TRAQ) and/or are Board Certified Master Arborists (BCMA). Our team also includes IT and GIS analysts, plan writers, software technicians, data analysis, and administrative support. DRG has the largest staff of urban forestry consultants in the country, allowing us to scale and substitute staff as needed. The staff listed below have been identified as an ideal solution for your project, but due to timing or other assignments, we may elect to substitute staff or equal expertise if needed.

### **Sam Heywood**

Sam Heywood is an area manager with Davey Resource Group, Inc. (DRG). His responsibilities include leadership of urban forestry-related projects, primarily municipal fieldwork, consulting, and planning. This work involves managing tree inventory operations and staff, coordinating traveling teams at the national level, and mentoring and educating the ever-growing roster of DRG urban foresters on industry best practices.

Sam is based in Northern Colorado, and his work and leadership extends throughout the Central US. Prior to moving to the Front Range, Sam was based in Austin, Texas for five years. During those years he led and completed municipal urban forestry projects throughout Austin, Dallas, Houston, and San Antonio.

During his 12 years with DRG, Sam has also completed tree appraisals for private entities and individuals (including documentation for insurance claims) and has served as a consultant on both commercial and residential development projects. Sam holds a BS in Environmental Biology from the University of Cincinnati. He is a Board Certified Master Arborist, holds the Tree Risk Assessment Qualification, Texas Oak Wilt Qualification, and Texas Wildfire Risk Reduction Qualification. Sam is a published academic author and presenter on strategic invasive tree species removal.

### **Lianna Walsh**

Lianna Walsh is a project manager with Davey Resource Group, Inc. (DRG). Lianna began her career with Davey in 2018 working on the Asian Longhorned Beetle eradication project in the northeastern US. Lianna now works on and manages tree inventories and other consulting projects throughout the country, including Texas, California, Colorado, Connecticut, Oklahoma, New Jersey, New York, Pennsylvania, and Washington, DC. Although based in Erie, CO, Lianna's recent work has focused on leading both smart and traditional inventory efforts in Austin, Houston, and the Dallas Fort-Worth Metropolitan area.

As a project manager, Lianna leads teams of inventory arborists to complete projects as requested by clients. She is fully responsible for client communication, including kick-off meetings, project updates, project mobilization, and quality control. She works hand in hand with the project site manager to assure adherence to all client and project requirements. In addition, her duties also include field staff training, field staff oversight, and data and field collection quality control.

Lianna has a Bachelor of Science degree in biology from Stony Brook University in NY. She is an ISA Board Certified Master Arborist and Urban Forest Professional and has obtained the Tree Risk Assessment Qualification (TRAQ).

## Bill Hunt

Bill Hunt is a site manager, inventory, and consulting arborist with Davey Resource Group, Inc. (DRG). Currently, Bill is serving as a site manager for various projects throughout the Rocky Mountains and Central US. He began his DRG career working on the Asian Longhorned Beetle eradication project in the northeastern US. After that, Bill became a traveling inventory arborist, playing a pivotal role in tree inventories for municipalities of all sizes across the US. As he gained experience, his responsibilities extended to tracking work progress and ensuring quality control. Bill has extensive inventory experience in Texas including inventory work for Travis County Parks, The City of Dallas, University Park, and Houston Parks Board.

Bill earned a Bachelor of Science degree in biology from the University of Cincinnati. He is an ISA Certified Arborist and has obtained the Tree Risk Assessment Qualification (TRAQ).

## Related Projects

We understand the importance of this project and how you only have one chance to get it right. With our vast experience providing urban forestry consulting, you can rest assured we will get it right the first time, and your investment will not be wasted. Below is a limited selection of projects demonstrating our expertise in delivering similar scopes of work on time and within budget. We are happy to provide additional project examples or references if desired.

### Similar Scope Projects

#### **City of Denton, TX**

**May 2023 – June 2023**

The City of Denton was a trailblazer in the United States, being the first to contract and complete a Smart Tree Inventory in North America. They identified areas of their city to be scanned and the entire scanning process took about 3 weeks. greehill scanned all city parks as well as a city-specified region containing street trees. greehill is returning in 2024 to perform additional scans of street trees, with the goal of scanning nearly the entire city. Denton plans to perform a second scan of all the trees in 2026, and they will then be able to see not only 3D digital twins from both scans superimposed to show the changes, but they will be able to track and analyze all changes in the trees between the two scans. The city is currently using the greehill platform independently but is planning to add Treekeeper® support as well to combine the value of both platforms in managing their trees. You can see a summary of the project on YouTube, where Haywood Morgan talks about the project:

[https://www.youtube.com/watch?v=Yk\\_rvycBtC0](https://www.youtube.com/watch?v=Yk_rvycBtC0)

**Client Contact:** Haywood Morgan | Urban Forester | [haywood.morgan@cityofdenton.com](mailto:haywood.morgan@cityofdenton.com) | (940) 349-8337

## **City of Pittsburgh, PA**

**April 2023 - May 2023**

With a need to have a good working example of a smart tree inventory in North America, DRG contracted with greehill and worked in collaboration with the City of Pittsburgh to conduct the first smart tree inventory in North America. This pilot project was fully funded and managed by DRG in collaboration and with full support from the City of Pittsburgh. The tree inventory included the collection of 37,000 trees and stumps along public streets using ground-based LiDAR and high-resolution photography. Information collected in Pittsburgh included 3D digital twins, 5 photos of each tree, street view, location, tree species, tree size (DBH, height, canopy), leaning angle, leaf area index, and more.

The smart tree inventory information was uploaded into the city's TreeKeeper<sup>®</sup> system and is connected with an API to the 3D viewable information. DRG further field inspected several hundred outlier trees to assess the percent dieback of crown and condition. City staff are receiving ongoing training from DRG.

**Client Contact:** Lisa Ceoffe | City Forester | [lisa.ceoffe@pittsburghpa.gov](mailto:lisa.ceoffe@pittsburghpa.gov) | (412) 665-3626

## **City of American Fork, UT**

**June 2024**

Davey Resource Group, Inc. (DRG), in cooperation with our exclusive partner, greehill, recently completed a Smart Tree Inventory for the City of American Fork, UT. Our proposal introduced advanced technology that combines ground-based LiDAR and artificial intelligence (AI) to revolutionize the collection of urban forest tree inventory data. This project provided the City of American Fork with precise tree attributes, including location, tree height, canopy spread, and leaf area index. Additionally, we included five high-resolution photographs and a "digital twin" of each of the 11,5,000 trees captured at the time of the scan. Using our Smart Tree Inventory, American Fork can now make well-informed decisions to improve the long-term health and sustainability of the urban forest. All information is uploaded and available in our web-based TreeKeeper software system which enables American Fork to view the 3D digital twin, make edits, create work orders, and more.

**Client Contact:** Benjamin Ash | Urban Forester | [bash@americanfork.gov](mailto:bash@americanfork.gov) | (801) 854-5692

## **City of Las Vegas, NV**

**June 2024**

As the Las Vegas Valley experiences record-breaking heat each summer, research shows that temperatures are unevenly distributed, with poor and minority neighborhoods facing the most intense heat waves. According to 2019 Climate Central research, temperatures in Las Vegas have risen an average of 5.76% since 1970, making it the fastest-warming city in the U.S. The City of Las Vegas manages approximately 84,000 acres, with tree canopies covering around 7,665 acres, or 9% of the total area. Hot lingering temperatures complicate field safety during traditional tree inventory processes. To address this challenge and expedite data collection, the city has implemented a smart tree inventory strategy. Concurrently, the city launched a tree-planting program to mitigate the severe heat island effect. The smart tree inventory strategy complements this initiative by providing critical data that supports informed decision-making and enhances the city's urban forestry management. Time is of the essence, and every month counts in this crucial effort.

**Client Contact:** Bradley Daseler | Urban Forester | [bdaseler@lasvegasnevada.gov](mailto:bdaseler@lasvegasnevada.gov) | 702.445.2840

# Authorization to Proceed

The prices, terms and conditions, and warranty are hereby accepted. I am authorized to bind and authorize Davey Resource Group, Inc. to perform the specified work. I am familiar with and agree to the terms and conditions appended to this proposal. Prior to setting up the TreeKeeper software a fully authorized SaaS agreement will need to be in place. I understand that once accepted, this proposal constitutes a binding contract. This proposal is based on an estimated number of trees/sites to be inventoried. Davey Resource Group, Inc. reserves the right to renegotiate the price based on the timing of the award, scheduling of fieldwork, the final methodology chosen by the client, and availability, completeness, and quality of maps and GIS information.

## Services

Description of Service	Package	Contract Type	Price
<b>Tree Inventory</b>			
<b>Smart Tree Inventory with 100% In-Field Review:</b> Smart tree Inventory data collection of up to 5,000 existing trees in 2026. Includes field inspection of all trees by a Certified Arborist	Inventory of up to 5,000 trees	Firm Fixed Price	\$68,096.90
	Per tree price beyond 5,000	Firm Fixed Unit Price	\$13.62
<b>TreeKeeper® Software</b>			
Annual subscription (first year included with Smart Tree Inventory)	-	Firm Fixed Price	\$3,600 Annual Subscription
<b>Management Plan</b>			
Tree inventory and maintenance strategy with 5-year budget and benefits analysis	-	Firm Fixed Price	\$7,500

	2026	2027	2028
Smart Tree Inventory*	\$68,096.90	\$0.00	\$0.00
TK Subscription**	\$0.00	\$3,600.00	\$3,600.00
Management Plan	\$7,500.00	\$0.00	\$0.00
<b>Annual Total</b>	<b>\$75,596.90</b>	<b>\$3,600.00</b>	<b>\$3,600.00</b>

\*inventory is up to 5,000 trees, additional trees inventoried at a per-tree price

\*\*first year of TreeKeeper is included with Smart Tree Inventory

**By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of The Town of Trophy Club with authority to authorize and bind my company.**

**The Town of Trophy Club**

**Davey Resource Group, Inc.**

Client Representative: \_\_\_\_\_

DRG Project Representative: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Email: \_\_\_\_\_

# Invoicing Method

**How would you like to receive invoices for this project?**

Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

E-mail: Invoice(s) will be e-mailed to:

---

Other: Please provide instructions below:

---

---

---

---

## Client Responsibilities

- Provide DRG with imagery, maps, and data files. Our request may include the following: digital orthophotographs, available GIS data layers, other electronic or paper copies of maps for roads, pavement widths, right-of-way widths, boundaries and utilities, and an electronic file or printed list of street names and endpoints.
- Provide a detailed area of interest shapefile that defines the areas to be scanned and trees to be extracted. If the Town can't provide an AOI, we can create one that the Town must agree to prior to collecting data.
- Provide daily contact information and directions during the inventory project.
- Provide a copy of any existing tree inventory databases.
- Coordinate and host an on-site kick-off meeting before the start of fieldwork.
- By accepting this proposal, you accept DRG's Terms and Conditions and Limited Warranty and agree that, upon award, this proposal and its attachments will be made a part of the Agreement.

# Terms and Conditions

- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses unless noted as being included in our proposal.
- The client shall provide 48 hours notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases, if available, will be at Client's sole cost and expense.

## Limited Warranty

Davey Resource Group, Inc. ("DRG") provides this limited warranty ("Limited Warranty") in connection with the provision of services by DRG (collectively the "Services") under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the "Agreement").

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the "Warranty Period"), DRG warrants to Customer that the Services will be performed in a

timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. This remedy will be your sole and exclusive remedy and DRG’s entire liability for any breach of this Limited Warranty. You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** April Duvall, Director of Finance

**AGENDA ITEM:** Consider an ordinance amending the FY 2026 Budget to increase expenditures by \$8,000 for utility costs associated with the facility use agreement for the Activity Center. (April Duvall, Director of Finance)

---

**BACKGROUND/SUMMARY:** This budget amendment increases the Parks & Recreation Department budget to account for utility costs associated with the Trophy Club Activity Center. In November 2025, the Trophy Club Municipal Utility District No. 1 granted an extension of the Activity Center facility use agreement through September 30, 2027 with a modification to the section outlining the Town's responsibility for utilities. The extended agreement requires monthly utility payments in the amount of \$800 for the period from December 2025 through September 2026.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** The increase in the Parks & Recreation Department General Fund Budget will come from General Fund reserves. The total amount required for utilities in FY 2026 is \$8,000.

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

**ATTACHMENTS:**

1. Ordinance
2. Exhibit A

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the ordinance amending the FY 2026 Budget to increase expenditures by \$8,000 for utility costs associated with the facility use agreement for the Activity Center.

**TOWN OF TROPHY CLUB  
ORDINANCE NO. 2026-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, AMENDING THE TOWN'S ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2025, AND ENDING ON SEPTEMBER 30, 2026, AS ADOPTED BY ORDINANCE NO. 2025-27, AND AS AMENDED BY ORDINANCE NO. 2025-34, BY PROVIDING FOR ADJUSTMENTS TO THE GENERAL FUND; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH THE ANNUAL BUDGET, AS AMENDED; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town Council previously adopted its budget for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026 (the "Annual Budget"); and

**WHEREAS**, the Annual Budget was adopted by Ordinance No. 2025-27 on September 08, 2025; and

**WHEREAS**, the Annual Budget was amended by Ordinance No. 2025-34 on October 13, 2025; and

**WHEREAS**, after the Town Council's approval of the Annual Budget, unexpected needs have arisen which require amendment of the Annual Budget; and

**WHEREAS**, Town Charter Sec. 9.13 and Section 102.010 of the Texas Local Government Code allow the Town to amend its Annual Budget as deemed necessary for any municipal purpose; and

**WHEREAS**, the Town is also allowed to amend its Annual Budget for emergency appropriations to meet a pressing need for public expenditure to protect the public health, safety, and welfare as a result of unusual and unforeseen conditions; and

**WHEREAS**, the Town Council has determined that an amendment to the Annual Budget pursuant to this Ordinance is a public necessity and in the best interest of the public health and general welfare of the Town and its citizens.

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

**SECTION 1.**

All of the above premises are hereby found to be true and correct factual and legislative determinations of the Town and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.**

The Annual Budget of the Town for the fiscal year beginning on October 1, 2025, and ending on September 30, 2026, as adopted by Ordinance No. 2025-27 and amended by Ordinance No. 2025-34, is hereby further amended to provide for adjustments to the General Fund, as shown in Exhibit "A," which is attached hereto and incorporated herein, and expenditures for said fiscal year shall be made in accordance with the Annual Budget, as amended.

**SECTION 3.**

The expenditures and amendments authorized by this Ordinance are necessary to meet unusual and/or unforeseen conditions or circumstances that could not have been included in the original budget through the use of reasonably diligent thought and attention.

**SECTION 4.**

A true and correct copy of this Ordinance showing the approved budget amendments shall be filed with the Town Secretary and in the office of the County Clerk as required by Section 102.009 of the Local Government Code.

**SECTION 5.**

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

**SECTION 6.**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance should be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without incorporation in this Ordinance of such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 7.**

This Ordinance shall be in full force and effect from and after its date of passage and it is so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Trophy Club, Texas, this 12<sup>th</sup> day of January, 2026.

**APPROVED:**

---

Jeannette Tiffany, Mayor

**ATTEST:**

---

Tammy Dixon, Town Secretary

**APPROVED AS TO FORM:**

---

Dean Roggia, Town Attorney

**Exhibit "A"**  
**Town of Trophy Club**  
**FY 25-26 Budget Amendment No. 2**

**FY26 BUDGET AMENDMENT #2:**

Department	Line Item	Line Item Description	Budget Total	Recommended Change	Amended Budget
<b><u>Section 1</u></b>					
<b><u>Recreation</u></b>					
	01-450-67100	Equipment Rental/Lease	\$ 24,000	\$ 8,000	\$ 32,000
		<b>Total Recreation:</b>	\$ -	\$ 8,000	\$ 8,000
		<b>Total Expenditure Increase</b>		\$ 8,000	



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** April Duvall, Director of Finance

**AGENDA ITEM:** Consider authorizing the Town Manager to execute an expenditure for the Town's annual allocation for the 2026 Denton Central Appraisal Districts budget in the amount of \$88,453.51. (April Duvall, Director of Finance)

---

**BACKGROUND/SUMMARY:**

Denton Central Appraisal District (DCAD) operations are funded primarily through annual allocations assessed to the taxing entities it serves, with additional funding supported by limited use of reserves, interest earnings, and other minor revenue sources. Each year, DCAD develops its budget by first determining projected expenditure needs and then calculating the required allocations to support those costs, while remaining mindful of minimizing year-over-year impacts to participating entities, including the Town of Trophy Club. This purchase represents an annual, recurring expense for the Town as part of its ongoing participation in DCAD.

**BOARD REVIEW/CITIZEN FEEDBACK:** N/A

**FISCAL IMPACT:** DCAD's annual cost to the Town of Trophy Club for the 2026 Denton Central Appraisal District budget is \$88,453.51. This amount is allocated in the FY 2026 Finance Department General Fund Budget as part of the Town's ongoing participation in DCAD.

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

**ATTACHMENTS:**

1. DCAD Invoice

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to authorize the Town Manager to execute the expenditure for the Town's annual allocation for the 2026 Denton Central Appraisal Districts budget in the amount of \$88,453.51.

**Denton Central Appraisal District**

3911 Morse Street  
 Denton, TX 76208  
 US

**INVOICE**

Invoice Number: 339  
 Invoice Date: 12/1/25  
 Page: 1

Voice: (940) 349-3800  
 Fax: (940) 349-3801

Bill To:
Town of Trophy Club April Duvall 1 Trophy Wood Drive Trophy Club, TX 76262

Customer ID: 000083

Invoice No	Payment Term	Due Date
	Net 30 Days	12/31/25

Description	Amount
Local Support Rev.	88,453.51
<p>The invoice is for the Annual allocation of the 2026 Denton CAD budget.</p> <p>The invoice due date is 12/31/2025.</p> <p>If you have any questions about this invoice, please contact Kim Collins at (940) 349-3974, kim.collins@dentoncad.com &lt;mailto:kim.collins@dentoncad.com&gt;</p> <p>Thank you,</p>	

Subtotal	88,453.51
Sales Tax	
Total Invoice Amount	88,453.51
Payment/Credit Applied	
<b>TOTAL</b>	<b>88,453.51</b>

Check/Credit Memo N:



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Matt Cox, Director of Community Development

**AGENDA ITEM: Case PP-26-001 The Trails (Preliminary Plat)**

Consider a preliminary plat request for an 18-lot single-family residential subdivision, known as "The Trails", consisting of approximately 7.603 acres of property generally located north of Macquarie Street and Milson's Point Drive, situated in the Thomas J. Allen Survey, Abstract No. 7, and JS Kenley Survey, Abstract No. 1641, City of Trophy Club, Denton County, TX. (Matt Cox, Director of Community Development)

---

**BACKGROUND/SUMMARY:** The Town of Trophy Club received an application from Foxwood, LLC, property owner and applicant, requesting approval of a preliminary plat for "The Trails," an 18-lot single-family residential subdivision on approximately 7.603 acres located north of Macquarie Street and Milson's Point Drive.

The proposed preliminary plat is located within Planned Development District 27 (PD-27), which previously included property zoned R-15 Single-Family District, as well as an area recently annexed into the Town and formerly classified as R-15 Single-Family District. On December 8, 2025, Town Council approved Ordinance No. 2025-36, amending PD-27 to rezone a portion of the site and to incorporate the annexed area into PD-27, allowing for development of the subdivision.

The rezoning to PD-27 accommodates 18 single-family residential lots ranging in size from approximately 12,500 square feet to 24,700 square feet. The zoning amendment applies to Neighborhood 7 of PD-27, which currently allows up to 222 Type 3 lots (minimum 8,400 square feet) and one (1) Type 1 lot (minimum 12,000 square feet).

The preliminary plat includes Lot 1X, which will be owned and maintained by the Homeowners' Association (HOA); Lot 11X, which will accommodate a private lift station with service provided by Trophy Club Municipal Utility District No. 1 and will be owned and maintained by the HOA; and Lot 21X, which will be owned and maintained by the Town of Trophy Club to preserve the Town's existing linear trail system.

The preliminary plat illustrates a layout of low-density single-family residential lots designed in accordance with PD-27 development standards, including the general configuration of public and/or private streets and access points, drainage and utility easements, and open space, drainage, and utility tracts, as applicable. The proposed subdivision is consistent with the Town's Future Land Use Plan and is intended to comply with the Town's Comprehensive Plan, Zoning Ordinance, and Subdivision Regulations. As noted during approval of the amendment to

PD-27, the total area includes property owned by the applicant and by a third-party property owner. At the time of zoning approval, the two property owners had intended for the land that includes the linear trail to be deeded to the Town and for the access easement for the unplatted property to be deeded to the third-party property owner. At the current time, the two property owners have not reached an agreement for the conditions outlined in the approved PD-27. The applicant desires to move forward with the preliminary plat on his property, with that property still being conveyed to the Town to preserve the linear trail. Moving the access easement for the third-party property owner would need to be discussed at the time that the other owner desires to plat the unplatted portion. The applicant has requested to move forward with preliminary plat, with the plat including the condition of a zoning amendment to PD-27 (Ordinance No. 2025-36) to amend the concept plan and details of the development standards to incorporate the change in ownership and access easement location for the unplatted property prior to submitting an application for final plat of "The Trails."

Public infrastructure and services associated with the development include a proposed internal street layout designed to meet Town standards. Water and sanitary sewer service will be provided in accordance with Town requirements and through Trophy Club Municipal Utility District No. 1, drainage facilities are proposed to meet the Town's engineering design criteria, and fire protection will be subject to review and approval by the Fire Marshal. All public improvements will be required to meet Town standards and will be further reviewed during the final plat and civil construction plan review.

Staff has reviewed the preliminary plat application and finds that the submittal is in general conformance with the Town of Trophy Club Subdivision Regulations, Zoning Ordinance (PD-27), and Engineering Design Standards, and meets the requirements of the preliminary plat checklist. Any technical comments or conditions identified through staff and consultant review will be addressed prior to or at the time of final plat approval.

**BOARD REVIEW/CITIZEN FEEDBACK:** The Planning & Zoning Commission will review the preliminary plat request at their January 8, 2026, meeting.

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

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

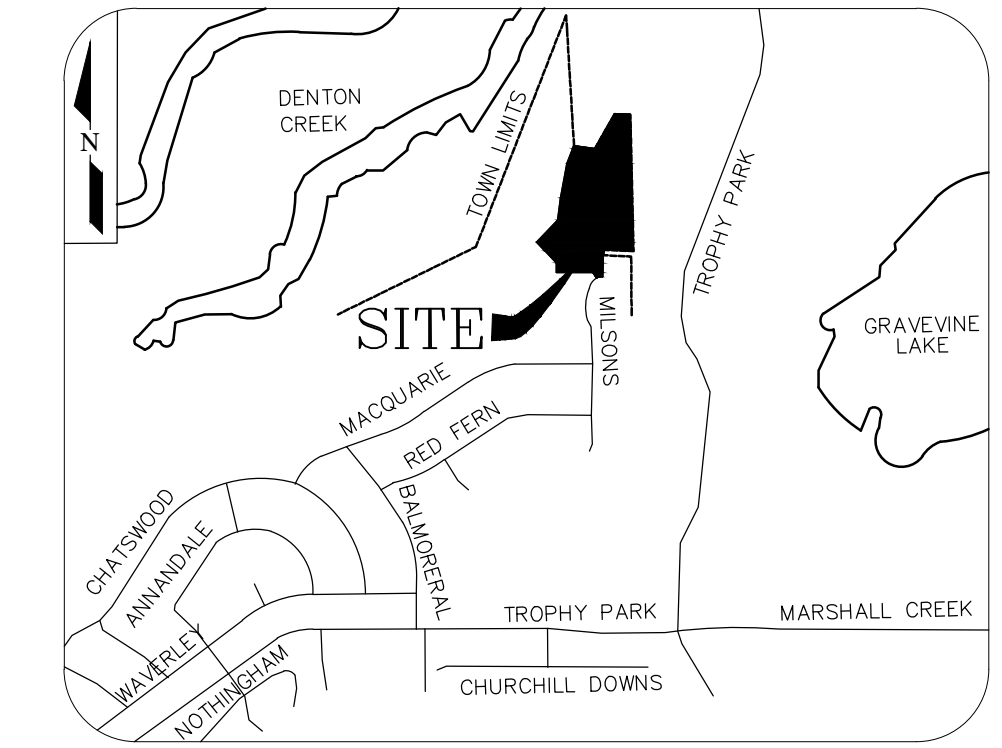
**ATTACHMENTS:**

- 1. The Trails Preliminary Plat

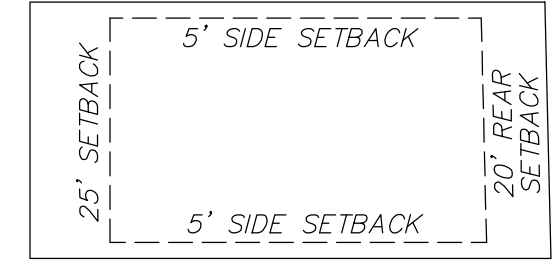
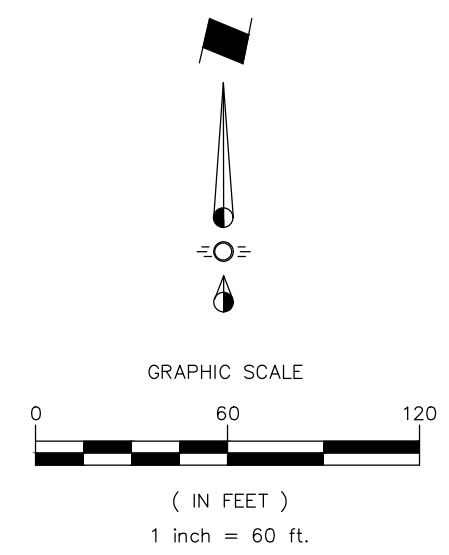
**ACTIONS/OPTIONS:**

Staff recommends that, contingent upon a recommendation of approval by the Planning & Zoning Commission at its January 8, 2026, meeting, the Town Council approve the request of

the Preliminary Plat for an 18-lot single-family residential subdivision, known as "The Trails," consisting of approximately 7.603 acres of property generally located north of Macquarie Street and Milson's Point Drive, situated in the Thomas J. Allen Survey, Abstract No. 7, and J.S. Kenley Survey, Abstract No. 1641, City of Trophy Club, Denton County, Texas, subject to compliance with all applicable Town of Trophy Club Subdivision Regulations, Engineering Design Standards, and PD-27 zoning requirements, and addressing all staff and consultant review comments prior to final plat approval with the condition of a zoning amendment to PD-27 (Ordinance No. 2025-36) to amend the concept plan and details of the development standards prior to submitting an application for final plat of "The Trails".



VICINITY MAP (NOT TO SCALE)



TYPICAL SETBACK FOR ALL LOTS  
SIDE SETBACK IS 15' WHEN ADJACENT TO THE STREET

Lot #	Area (Acres)	Area (Sq. Ft.)
1X	0.60	2,592
2	0.436	18,963
3	0.401	17,457
4	0.368	15,940
5	0.318	13,871
6	0.301	13,101
7	0.297	12,942
8	0.289	12,587
9	0.395	17,212
10	0.567	24,684
11X	0.016	691
12	0.301	13,099
13	0.312	13,600
14	0.312	13,600
15	0.318	13,844
16	0.328	14,295
17	0.308	13,419
18	0.414	18,025
19	0.404	17,609
20	0.319	13,900
21X	0.11	4,786
22X	0.208	9,079

TOWN COUNCIL AND PLANNING AND ZONING COMMISSION APPROVAL

APPROVED: \_\_\_\_\_ 2026.  
TOWN OF TROPHY CLUB  
DENTON COUNTY, TEXAS

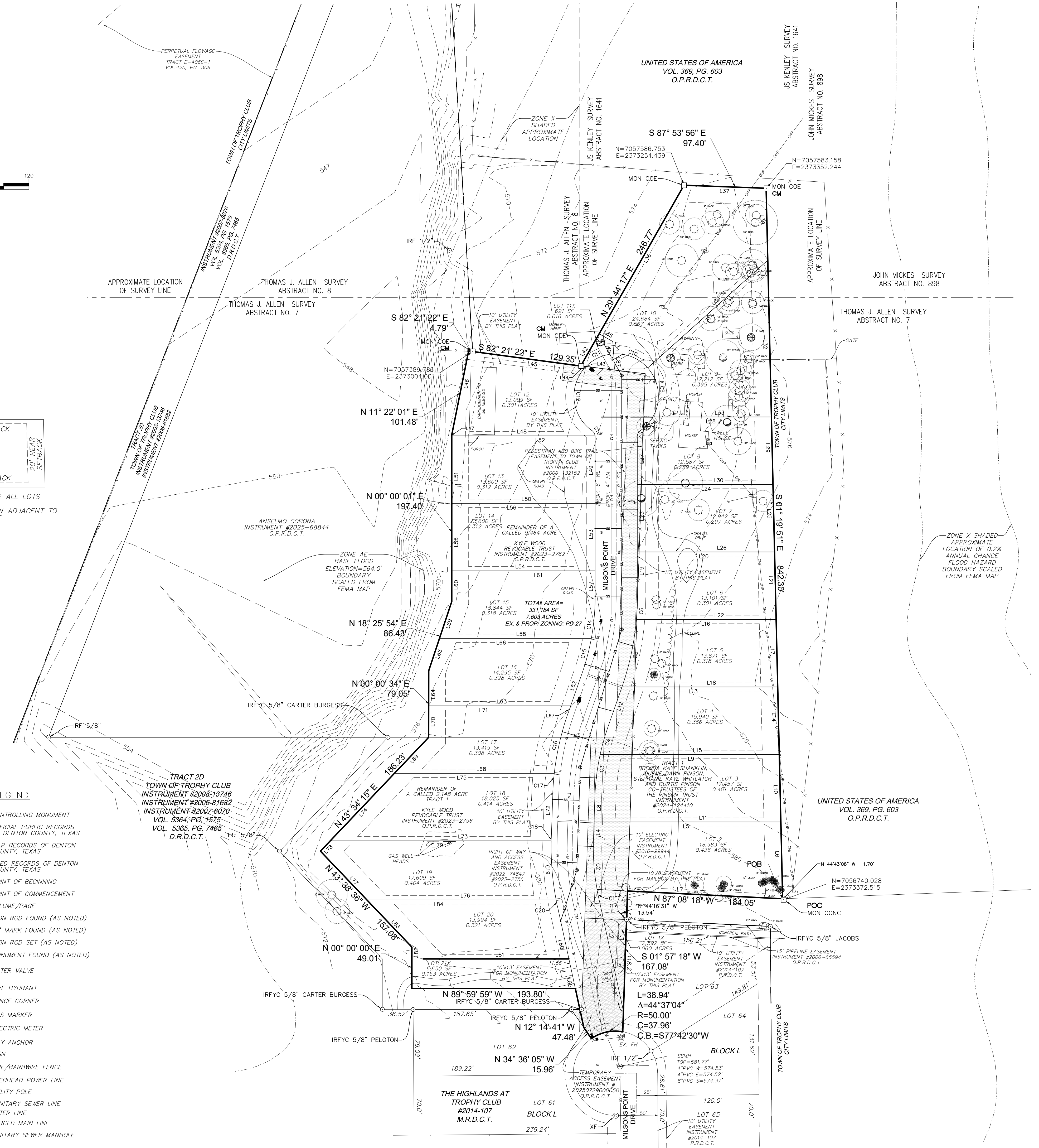
BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
TOWN SECRETARY

PLANNING AND ZONING COMMISSION CHAIRMAN

LEGEND

- CM CONTROLLING MONUMENT
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS
- M.R.D.C.T. MAP RECORDS OF DENTON COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DENTON COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- VOL./PG. VOLUME/PAGE
- ⊙ IRF IRON ROD FOUND (AS NOTED)
- ⊗ XF "X" MARK FOUND (AS NOTED)
- IRS IRON ROD SET (AS NOTED)
- MON MONUMENT FOUND (AS NOTED)
- WATER VALVE
- FIRE HYDRANT
- FENCE CORNER
- GAS MARKER
- ELECTRIC METER
- GUY ANCHOR
- SIGN
- X—X— WIRE/BARBWIRE FENCE
- OHP— OVERHEAD POWER LINE
- U— UTILITY POLE
- SS— SANITARY SEWER LINE
- W— WATER LINE
- FM— FORCED MAIN LINE
- ⊙ SANITARY SEWER MANHOLE



OWNER:  
KYLE WOOD  
AND PINSON TRUST  
2711 TROPHY PARK DRIVE  
TROPHY CLUB, TX 76282

ENGINEER:  
JARED STROEBEL, PE  
HC ENGINEERING  
3540 E. BROAD STREET, STE 120 # 251  
MANSFIELD, TX 76063

SURVEYOR  
**ARA**  
SURVEYING  
3615 KARNAGHAN LANE  
MELISSA, TEXAS 75454  
TEL: (972) 946-4172  
TBPELS NO. 10194713  
ANEL RODRIGUEZ, RPLS  
arodriguez@arasurveying.com

**PRELIMINARY PLAT  
THE TRAILS**  
LOTS 1X, 2-10, 11X, 12-20, 21X

7.764 ACRES SITUATED IN THE  
THOMAS J. ALLEN SURVEY, ABSTRACT NO. 7  
JS KENLEY SURVEY, ABSTRACT NO. 1641  
TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS  
DATE OF PREPARATION: DECEMBER 2025

Drawing: G:\My Drive\Survey\25007-Trophy Club Denton HCE-Plan\05\_CAD\Civil3D\New Layout\25007-2211 Trophy Park Dr Barobek-FinalPlat\_V3.dwg Saved By: elos Plot Date: 1/5/2026 11:39 AM

LINE #	DIRECTION	LENGTH
L1	S01° 57' 18"W	142.62'
L2	N12° 17' 30"W	138.33'
L3	S87° 08' 18"E	220.24'
L4	N01° 57' 18"E	21.27'
L5	S89° 59' 59"E	221.43'
L6	S01° 19' 51"E	91.02'
L7	N87° 08' 18"W	220.24'
L8	N01° 57' 18"E	30.60'
L9	S89° 59' 59"E	212.33'
L10	S01° 19' 51"E	80.02'
L11	N89° 59' 59"W	221.43'
L12	N19° 18' 30"E	50.40'
L13	S89° 59' 59"E	184.59'
L14	S01° 19' 51"E	80.02'
L15	N89° 59' 59"W	212.33'
L16	S89° 59' 59"E	165.70'
L17	S01° 19' 51"E	80.02'
L18	N89° 59' 59"W	184.59'
L19	N00° 00' 01"E	52.85'
L20	S89° 59' 59"E	162.70'

LINE #	DIRECTION	LENGTH
L21	S01° 19' 51"E	80.02'
L22	N89° 59' 59"W	165.70'
L23	N00° 00' 01"E	80.00'
L24	S89° 59' 59"E	160.84'
L25	S01° 19' 51"E	80.02'
L26	N89° 59' 59"W	162.70'
L27	N00° 00' 01"E	56.24'
L28	S89° 59' 59"E	140.52'
L29	S01° 19' 51"E	80.02'
L30	N89° 59' 59"W	160.84'
L31	N48° 07' 46"E	191.28'
L32	S01° 19' 51"E	185.81'
L33	N89° 59' 59"W	140.52'
L34	N03° 32' 28"W	14.72'
L35	N60° 15' 43"W	18.68'
L36	N29° 44' 14"E	202.76'
L37	S87° 53' 56"E	97.40'
L38	S01° 19' 51"E	85.34'
L39	N48° 07' 46"E	191.28'
L40	N03° 32' 28"W	14.72'

LINE #	DIRECTION	LENGTH
L41	N60° 15' 43"W	18.68'
L42	N29° 44' 14"E	44.00'
L43	S49° 42' 39"E	5.14'
L44	S49° 42' 39"E	5.14'
L45	S82° 21' 22"E	134.14'
L46	S11° 22' 01"W	101.48'
L47	S00° 00' 01"W	1.06'
L48	S89° 59' 59"E	169.89'
L49	S00° 00' 01"W	78.58'
L50	N89° 59' 59"W	170.00'
L51	N00° 00' 01"E	80.00'
L52	S89° 59' 59"E	169.89'
L53	S00° 00' 01"W	80.00'
L54	N89° 59' 59"W	170.00'
L55	N00° 00' 01"E	80.00'
L56	S89° 59' 59"E	170.00'
L57	S00° 00' 01"W	30.51'
L58	N89° 59' 59"W	180.06'
L59	N18° 25' 54"E	46.02'
L60	N00° 00' 01"E	36.34'

LINE #	DIRECTION	LENGTH
L61	S89° 59' 59"E	170.00'
L62	S19° 18' 30"W	40.86'
L63	N89° 59' 59"W	168.35'
L64	N00° 00' 01"E	41.66'
L65	N18° 25' 54"E	40.41'
L66	S89° 59' 59"E	180.06'
L67	S19° 18' 30"W	9.54'
L68	N89° 59' 59"W	189.52'
L69	N43° 34' 15"E	58.81'
L70	N00° 01' 11"E	37.39'
L71	N89° 59' 59"W	168.35'
L72	S01° 57' 18"W	51.87'
L73	N89° 59' 59"W	261.91'
L74	N43° 34' 15"E	110.42'
L75	S89° 59' 59"E	189.52'
L76	N89° 59' 59"W	224.41'
L77	N43° 38' 36"W	79.71'
L78	N43° 34' 15"E	17.00'
L79	S89° 59' 59"E	261.91'
L80	S12° 17' 30"E	63.97'

LINE #	DIRECTION	LENGTH
L81	N89° 59' 59"W	186.18'
L82	N00° 00' 00"E	14.01'
L83	N43° 38' 36"W	77.37'
L84	S89° 59' 59"E	224.41'
L85	S12° 17' 30"E	35.82'
L87	N03° 32' 28"W	50.00'

CURVE #	RADIUS	LENGTH	DELTA (Δ)	CHORD BEARING	CHORD
C1	275.00'	9.37'	1°57'05"	N11° 18' 57"W	9.37'
C2	275.00'	59.01'	12°17'43"	N04° 11' 33"W	58.90'
C3	275.00'	49.88'	10°23'30"	N07° 09' 03"E	49.81'
C4	275.00'	33.41'	6°57'42"	N15° 49' 39"E	33.39'
C5	325.00'	82.01'	14°27'29"	N12° 01' 19"E	81.79'
C6	325.00'	27.19'	4°47'34"	N02° 23' 47"E	27.18'
C7	9.50'	9.05'	54°33'41"	N27° 16' 51"E	8.71'
C8	50.00'	21.76'	24°55'51"	N42° 05' 46"E	21.58'
C9	50.00'	62.40'	71°30'05"	N06° 07' 12"W	58.43'
C10	50.00'	45.09'	51°40'14"	N67° 42' 21"W	43.58'
C11	50.00'	40.28'	46°09'28"	S63° 22' 48"W	39.20'
C12	50.00'	82.77'	94°51'01"	S07° 08' 10"E	73.64'
C13	9.50'	7.62'	45°56'37"	S31° 35' 22"E	7.42'
C14	275.00'	49.76'	10°22'01"	S05° 11' 01"W	49.69'
C15	275.00'	42.91'	8°56'28"	S14° 50' 16"W	42.87'
C16	325.00'	72.98'	12°51'55"	S12° 52' 32"W	72.82'
C17	325.00'	25.46'	4°29'16"	S04° 11' 56"W	25.45'
C18	325.00'	2.78'	0°29'25"	S01° 42' 35"W	2.78'
C19	325.00'	70.38'	12°24'26"	S04° 44' 20"E	70.24'
C20	325.00'	7.65'	1°20'57"	S11° 37' 02"E	7.65'

OWNER'S DEDICATION

An addition in the Town of Trophy Club and does hereby dedicate to the public the use of the utilities, easements and right of way as shown hereon.

The Town of Trophy Club

Co-Trustees of the Pinson Trust Owner

Kyle Wood Owner

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_ known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public in and for the State of Texas

LEGAL DESCRIPTION

BEING a 331,184 square foot or 7.603 acre tract of land, situated in the Thomas J. Allen Survey, Abstract Number 7, and in the JS Kenley Survey, Abstract Number 1641, Trophy Club, County of Denton, Texas, being all of the property described as Tract 1, in a Warranty Deed to Co-Trustees of the Pinson Trust, recorded in Instrument #2024-124410, of the Official Public Records of Denton County, Texas (O.P.R.D.C.T.), being the remainder of a called 2.148 acre tract of land, described as Tract 1, in a Special Warranty Deed to Kyle Wood, recorded in Instrument #2023-2756 (O.P.R.D.C.T.), and being the remainder of a called 9.464 acre tract of land, described in a Special Warranty Deed to Kyle Wood Revocable Trust, recorded in Instrument #2023-2762 (O.P.R.D.C.T.), and being more particularly described as follows:

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

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

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

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

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

THENCE North 34 degrees 36 minutes 05 seconds West, with the common line between said remainder of a called 9.464 acre Wood tract, and said Lot 62, a distance of 15.96 feet to a point for corner at the Southeast corner of a tract of land, described in a General Warranty Deed to Anselmo Corona, recorded in Instrument #2025-68844, (O.P.R.D.C.T.);

THENCE North 12 degrees 14 minutes 41 seconds West, with the common line between said remainder of a called 9.464 acre Wood tract, a distance of 47.48 feet to an easterly corner of said Anselmo Corona tract, same being a Southerly ell corner of said remainder of a called 2.148 acre Wood tract;

THENCE with the common line between said Anselmo Corona tract, said remainder of a called 2.148 acre tract, and said remainder of a called 9.464 acre tract (Kyle Wood's), the following courses and distances:

North 89 degrees 59 minutes 59 seconds West, a distance of 193.80 feet to a point for corner;

North 00 degrees 00 minutes 00 seconds East, a distance of 49.01 feet to a point for corner;

North 43 degrees 38 minutes 36 seconds West, a distance of 157.08 feet to a point for corner;

North 43 degrees 34 minutes 15 seconds East, a distance of 186.23 feet to a point for corner in the common line between said remainder of a called 2.148 acre tract, and said remainder of a called 9.464 acre tract;

North 00 degrees 00 minutes 34 seconds east, a distance of 79.05 feet to a point for corner;

North 18 degrees 25 minutes 54 seconds East, a distance of 86.43 feet to a point for corner;

North 00 degrees 00 minutes 01 seconds East, a distance of 197.40 feet to a point for corner;

North 11 degrees 22 minutes 01 seconds East, a distance of 101.48 feet to a point for corner;

South 82 degrees 21 minutes 22 seconds East, a distance of 4.79 feet to a concrete monument stamped "COE" found (Controlling Monument) at a Northerly corner of said remainder of a called 9.464 acre tract, and being the most westerly Southwest corner of said USA tract;

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

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

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

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

South 01 degrees 19 minutes 51 seconds East, a distance of 842.30 feet to the POINT OF BEGINNING, containing 331,184 square feet or 7.603 acres of land more or less.

SURVEYOR CERTIFICATE

The that shown hereon is an accurate representation of an actual ground survey of the land, and the monuments shown hereon were found and/or placed by me or under my direct supervision in accordance with the rules and regulations of the Town of Trophy Club, Texas.

PRELIMINARY, THIS DRAWING SHALL NOT BE RECORDED FOR ANY PURPOSE

Anel Rodriguez Texas Registered Professional Land Surveyor No. 6671

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Anel Rodriguez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2026.

Notary Public in and for the State of Texas

UTILITY CERTIFICATE

This Plat correctly presents the required easements for this development.

Charter Communications Date

Oncor Date

AT&T Date

Atmos Energy Date

Trophy Club MUD Date

OWNER: KYLE WOOD AND PINSON TRUST 2711 TROPHY PARK DRIVE TROPHY CLUB, TX 76282

ENGINEER: JARED STROEBEL, PE HC ENGINEERING 3540 E. BROAD STREET, STE 120 # 251 MANSFIELD, TX 76063

SURVEYOR

ARA SURVEYING 3615 KARNAGHAN LANE MELISSA, TEXAS 75454 TEL: (972) 946-4172 TBPELS NO. 10194713 ANEL RODRIGUEZ, RPLS arodriguez@arasurveying.com

PRELIMINARY PLAT THE TRAILS LOTS 1X, 2-10, 11X, 12-20, 21X

7.764 ACRES SITUATED IN THE THOMAS J. ALLEN SURVEY, ABSTRACT NO. 7 JS KENLEY SURVEY, ABSTRACT NO. 1641 TOWN OF TROPHY CLUB, DENTON COUNTY, TEXAS DATE OF PREPARATION: DECEMBER 2025

GENERAL NOTES:

1. All bearings shown are based on the Texas State Plane Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983, (2011). All distances are surface projection, using a scale factor of 1.00015063 (TXDOT scale factor).

2. The coordinates shown hereon are Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 grid coordinate values.

3. A portion of this property is located within Zone "AE". It's defined as areas of Special Flood Hazard Areas, Base Flood Elevation: 564.0 feet. A portion of this is property is located within Zone "X" shaded. It's defined as areas of 0.2% Chance of Flood Hazard, according to FEMA FIRM Map #48121C0520C, dated 04/18/2011.

4. The Town or the MUD, as applicable, shall issue no permit until the completion of all dedicated improvements, and acceptance of such improvements associated with the subdivision, are approved by the Town.

5. Selling a portion of this addition by metes and bounds is a violation of Town ordinance and State Law and is subject to fines and withholding of utilities and building permits.

6. This plat does not alter or remove existing deed restrictions, if any, on this property.

7. Minimum finished floor elevations are at least 18 inches above the 100 year flood plain.

8. The entity shall be responsible for the operation and maintenance of any commonly held property and releases the Town of Trophy Club from such responsibility. Should the entity responsible for maintenance of common held property fail to perform the function, the Town has the authority to provide appropriate maintenance and repair and collect appropriate fees and reimbursements.

9. Lot 21X will be maintained by the Town of Trophy Club.

10. Lot 1x will be maintained by the Home Owner's Association (HOA).

11. All public utility lines and appurtenances shown inside the property, are proposed, and not field surveyed.



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Matt Cox, Director of Community Development

**AGENDA ITEM:** Conduct a public hearing and consider an ordinance repealing Subsection (C), "Permit Required and Annual Permit Fee Established," of Section 14.02.252 "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, Zoning Ordinance of Chapter 14, "Zoning," of the Code of Ordinances by repealing provisions related to local alcohol permits and fees in order to comply with state law. (Matt Cox, Director of Community Development)

- i. Conduct Public Hearing
- ii. Consider Ordinance

---

### **BACKGROUND/SUMMARY:**

During the 88th Texas Legislature, the State adopted Senate Bill 1008, which limits the authority of cities and public health districts to impose local permits and fees on food service establishments when those establishments are already regulated and permitted by the Texas Department of State Health Services (DSHS) or another authorized governmental entity. The legislation also restricts when a municipality may charge local permit fees under the Texas Alcoholic Beverage Code.

Effective September 1, 2025, municipalities may no longer collect a local Texas Alcoholic Beverage Commission (TABC) permit fee from food service establishments, retail food stores, mobile food units, roadside food vendors, or temporary food service establishments that have already paid a required operational fee to DSHS or another governmental entity.

To ensure compliance with state law, this ordinance proposes repealing Subsection (c), "Permit required and annual permit fee established," of Section 14.02.252 in its entirety. The remaining subsections of the ordinance would be renumbered accordingly. No other substantive changes to the Town's alcohol-related zoning regulations are proposed.

The ordinance is a housekeeping amendment intended solely to bring the Town's Code of Ordinances into compliance with current state law and does not expand or alter where alcoholic beverages may be sold within the Town.

**BOARD REVIEW/CITIZEN FEEDBACK:** Notice of the public hearing was distributed as required by the Town of Trophy Club Zoning Ordinance and State Law. At the time of agenda packet publication, staff had not received any letters in support or in opposition. The Planning and Zoning Commission held a public hearing on this item on January 8, 2026. The outcome of the recommendation from the Planning & Zoning Commission is not available as of the date of required publication of the Town Council agenda.

**FISCAL IMPACT:** The repeal of the local alcohol permit fee will result in the elimination of a revenue source previously collected by the Town. Alcohol permit fees are tracked and collected on a calendar-year basis, rather than the Town’s fiscal year. In calendar year 2024, the Town collected \$4,245 in alcohol permit fee revenue. In calendar year 2025, the Town collected approximately \$2,475 through August 31. Due to state law, the Town stopped collecting the fee effective September 1, 2025.

While the loss of this revenue will have a modest impact on the Town’s overall revenues, adoption of the ordinance is necessary to ensure compliance with Senate Bill 1008 and state law.

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

**ATTACHMENTS:**

- 1. Ordinance

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council conduct the public hearing and move to approve the ordinance repealing Subsection (C), "Permit Required and Annual Permit Fee Established," of Section 14.02.252 "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, Zoning Ordinance of Chapter 14, "Zoning," of the Code of Ordinances by repealing provisions related to local alcohol permits and fees in order to comply with state law.

**TOWN OF TROPHY CLUB, TEXAS  
ORDINANCE NO. 2026-XX**

**AN ORDINANCE OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING SUBSECTION (C), "PERMIT REQUIRED AND ANNUAL PERMIT FEE ESTABLISHED," OF SECTION 14.02.252, "SALE OF ALCOHOLIC BEVERAGES," OF DIVISION 5, "SUPPLEMENTARY DISTRICT REGULATIONS," OF ARTICLE 14.02, "ZONING ORDINANCE," OF CHAPTER 14, "ZONING," OF THE CODE OF ORDINANCES, TOWN OF TROPHY CLUB, TEXAS, BY REPEALING PROVISIONS RELATED TO LOCAL ALCOHOL PERMITS AND FEES IN ORDER TO COMPLY WITH STATE LAW; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, during the 88th Texas Legislature, Regular Session, the legislature passed Senate Bill 1008, which limits city and public health district authority to charge a fee for local alcohol beverage permits for food service establishments; and

**WHEREAS**, effective September 1, 2025, the Town can no longer collect the Local Texas Alcoholic Beverage Commission (TABC) maximum local fee as established by the Commission for any food service establishment, retail food store, mobile food unit, roadside food vendor, or temporary food service establishment that has already paid a fee to operate to Texas Department of State Health Services (DSHS) or to any county, city, or public health district; and

**WHEREAS**, the Town Council now finds it necessary to repeal subsection (c), "Permit Required and Annual Permit Fee Established," of Section 14.02.252, "Sale of Alcoholic Beverages," in order to comply with Senate Bill 1008; and

**WHEREAS**, after public notice was given in compliance with State law and a public hearing was conducted, and after considering the information submitted at the public hearing and all other relevant information and materials, the Planning and Zoning Commission of the Town, on January 8, 2026, recommended to the Town Council to repeal this Ordinance; and

**WHEREAS**, after complying with all legal notices, requirements, and conditions, a public hearing was held before Town Council on January 12, 2025, at which the Town Council considered the information submitted at the public hearing and all other relevant information and materials.

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

#### **SECTION 1.**

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

#### **SECTION 2.**

Subsection (c), "Permit Required and Annual Permit Fee Established," of Section 14.02.252, "Sale of Alcoholic Beverages," of Division 5, "Supplementary District Regulations," of Article 14.02, "Zoning Ordinance," of Chapter 14, "Zoning," is hereby repealed in its entirety.

#### **SECTION 3.**

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

#### **SECTION 4.**

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

#### **SECTION 5.**

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**SECTION 6.**

It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**SECTION 7.**

The Town Secretary of the Town of Trophy Club is hereby directed to publish the caption and penalty clause of this Ordinance as required by Section 3.16 of Article III of the Town’s Charter.

**SECTION 8.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Trophy Club, Texas, this \_\_ day of \_\_\_\_ 2026.

\_\_\_\_\_  
Jeannette Tiffany, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Roggia, Town Attorney



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

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

**AGENDA ITEM: First Reading:** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (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 development of projects identified in the final Small Area Plan, known as the Grove at TC, and for promoting these opportunities through targeted outreach to prospective developers. To advance this goal, the Town proposes engaging Catalyst Commercial, Inc., which collaborated with McAdams during development of the Small Area Plan and is well positioned to provide the services necessary to fulfill this objective.

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 development opportunities, recommending development partners and incentive packages, and providing other related economic development support. Brokerage Services include marketing TCEDC-owned properties, identifying marketable 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 invoicing submitted on a monthly basis. Brokerage Services will be compensated through a four percent (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.

**BOARD REVIEW/CITIZEN FEEDBACK:** The Economic Development Corporation unanimously approved the professional services agreement with Catalyst Commercial, Inc. at their December 9, 2025 meeting.

**FISCAL IMPACT:** The total cost for Advisory Services is anticipated to not exceed \$77,000, based on a maximum of \$5,500 per month over a 14-month period. In addition, should the

Town of Trophy Club sell or otherwise dispose of property, Catalyst will receive a four percent (4%) fee for Brokerage Services, excluding closing services, which 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 resolution as to form and legality.

**ATTACHMENTS:**

- 1. Resolution

**ACTIONS/OPTIONS:**

First Reading - no action to be taken.

**TOWN OF TROPHY CLUB, TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF TROPHY CLUB, TEXAS, THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, AND CATALYST COMMERCIAL, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$77,000.00 FOR ADVISORY SERVICES AND A 4% DISPOSITION FEE FOR REAL ESTATE BROKERAGE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town and Trophy Club Economic Development Corporation created a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

**WHEREAS**, the Trophy Club Economic Development Corporation (“EDC”) has approved and recommended Catalyst Commercial, Inc. to the Town Council as the consultant for the Project for economic development advisory and real estate brokerage services, and the Town has been presented a proposed Professional Services Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Town and EDC have determined that Catalyst Commercial, Inc. (“Catalyst”) is acceptable to the Town and EDC and that Catalyst is the most highly qualified provider of professional consulting services for the Project; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council finds and determines that the Agreement should be approved, and the Town Manager shall be authorized to execute the Agreement on behalf of the Town.

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

**SECTION 1.**

The recitals above are true and correct and are incorporated into this resolution as if fully set forth herein.

**SECTION 2.**

The Agreement, attached hereto as **Exhibit A**, is found to be in the best interest of the Town and its citizens and is approved in the not-to-exceed amount of \$77,000.00 for Advisory Services and a 4% disposition fee for real estate Brokerage Services.

**SECTION 3.**

The Town Manager is hereby authorized to execute the Agreement.

**SECTION 4.**

This Resolution shall become effective from and after its passage after two separate readings.

PASSED AND APPROVED on FIRST READING this the 12<sup>th</sup> day of January, 2026.

PASSED AND APPROVED on SECOND READING this the 12<sup>th</sup> day of January, 2026.

---

Jeannette Tiffany, Mayor

**ATTEST:**

---

Tammy Dixon, Town Secretary

**APPROVED AS TO FORM:**

---

Dean Roggia, Town Attorney

**EXHIBIT "A"**

Professional Consulting Services Agreement

**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 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 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, 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](mailto: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:    The CONSULTANT:**

Attn: Brandon Wright  
1 Trophy Club Drive  
Trophy Club, TX 76262  
[bwright@trophyclub.org](mailto:bwright@trophyclub.org)

Catalyst Commercial, Inc.  
Attn: Jason Claunch  
4719 Cole Avenue, #404  
Dallas, Texas 75204  
[jason@catalystcommercial.net](mailto: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: \_\_\_\_\_



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

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

**AGENDA ITEM: **Second Reading:**** Consider a resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services. (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 development of projects identified in the final Small Area Plan, known as the Grove at TC, and for promoting these opportunities through targeted outreach to prospective developers. To advance this goal, the Town proposes engaging Catalyst Commercial, Inc., which collaborated with McAdams during development of the Small Area Plan and is well positioned to provide the services necessary to fulfill this objective.

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 development opportunities, recommending development partners and incentive packages, and providing other related economic development support. Brokerage Services include marketing TCEDC-owned properties, identifying marketable 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 invoicing submitted on a monthly basis. Brokerage Services will be compensated through a four percent (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.

**BOARD REVIEW/CITIZEN FEEDBACK:** The Economic Development Corporation unanimously approved the professional services agreement with Catalyst Commercial, Inc. at their December 9, 2025 meeting.

**FISCAL IMPACT:** The total cost for Advisory Services is anticipated to not exceed \$77,000, based on a maximum of \$5,500 per month over a 14-month period. In addition, should the

Town of Trophy Club sell or otherwise dispose of property, Catalyst will receive a four percent (4%) fee for Brokerage Services, excluding closing services, which 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 resolution as to form and legality.

**ATTACHMENTS:**

- 1. Resolution

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the resolution approving a professional services agreement between the Town of Trophy Club, the Economic Development Corporation and Catalyst Commercial, Inc. for economic development advisory and real estate brokerage services for the small area plan in a not-to-exceed amount of \$77,000 for advisory services and a 4% disposition fee for brokerage services.

**TOWN OF TROPHY CLUB, TEXAS  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF TROPHY CLUB, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF TROPHY CLUB, TEXAS, THE TROPHY CLUB ECONOMIC DEVELOPMENT CORPORATION, AND CATALYST COMMERCIAL, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$77,000.00 FOR ADVISORY SERVICES AND A 4% DISPOSITION FEE FOR REAL ESTATE BROKERAGE SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town and Trophy Club Economic Development Corporation created a small area plan for the undeveloped parcels located at the intersection of State Highway (SH) 114 and Trophy Wood Drive, in the Town of Trophy Club, Texas (the “Project”); and

**WHEREAS**, the Trophy Club Economic Development Corporation (“EDC”) has approved and recommended Catalyst Commercial, Inc. to the Town Council as the consultant for the Project for economic development advisory and real estate brokerage services, and the Town has been presented a proposed Professional Services Agreement (the “Agreement”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, the Town and EDC have determined that Catalyst Commercial, Inc. (“Catalyst”) is acceptable to the Town and EDC and that Catalyst is the most highly qualified provider of professional consulting services for the Project; and

**WHEREAS**, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the Town Council finds and determines that the Agreement should be approved, and the Town Manager shall be authorized to execute the Agreement on behalf of the Town.

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

**SECTION 1.**

The recitals above are true and correct and are incorporated into this resolution as if fully set forth herein.

**SECTION 2.**

The Agreement, attached hereto as **Exhibit A**, is found to be in the best interest of the Town and its citizens and is approved in the not-to-exceed amount of \$77,000.00 for Advisory Services and a 4% disposition fee for real estate Brokerage Services.

**SECTION 3.**

The Town Manager is hereby authorized to execute the Agreement.

**SECTION 4.**

This Resolution shall become effective from and after its passage after two separate readings.

PASSED AND APPROVED on FIRST READING this the 12<sup>th</sup> day of January, 2026.

PASSED AND APPROVED on SECOND READING this the 12<sup>th</sup> day of January, 2026.

\_\_\_\_\_  
Jeannette Tiffany, Mayor

**ATTEST:**

\_\_\_\_\_  
Tammy Dixon, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Dean Roggia, Town Attorney

**EXHIBIT "A"**

Professional Consulting Services Agreement

**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 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 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, 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](mailto: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:    The CONSULTANT:**

Attn: Brandon Wright  
1 Trophy Club Drive  
Trophy Club, TX 76262  
[bwright@trophyclub.org](mailto:bwright@trophyclub.org)

Catalyst Commercial, Inc.  
Attn: Jason Claunch  
4719 Cole Avenue, #404  
Dallas, Texas 75204  
[jason@catalystcommercial.net](mailto: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: \_\_\_\_\_



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Brandon Wright, Town Manager  
Tammy Dixon, Town Secretary

**AGENDA ITEM:** Consider a resolution adopting updated Town Council Rules of Procedure and providing for amendments. (Brandon Wright, Town Manager)

---

**BACKGROUND/SUMMARY:** At the October 27, 2025 Town Council meeting, the Town Council discussed the inclusion of references to elected officials within Human Resources policies and, following discussion, directed the removal of references to “elected officials” from Human Resources policies and the incorporation of any applicable provisions into the Town Council Rules of Procedure.

Attached is a redlined version of the proposed amendments to the Town Council Rules of Procedure implementing that policy direction. References to elected officials were removed from the following Human Resources policies and incorporated, as applicable, into the Town Council Rules of Procedure:

- HR Policy 502 – Confidentiality
- HR Policy 503 – Code of Conduct
- HR Policy 511 – Recruitment
- HR Policy TM-300 – Travel & Training

Because confidentiality and ethical conduct requirements applicable to Town Council Members are already established by ordinance in the Town’s Code of Ethics and Conduct, the proposed amendments avoid duplicative language and instead reference the existing ordinance through the addition of Section 4.2 – Confidentiality and Ethical Obligations.

Additionally, Section 7.2 – Travel and Training has been revised to reference Exhibit A, which outlines applicable procedures. The detailed procedural language previously contained within Section 7.2 has been removed and incorporated into the exhibit to improve clarity and administrative flexibility.

Finally, a new Section 10.5 has been added to clarify the applicability of the Town Council Rules of Procedure to boards and commissions, including travel and training provisions when such activities are authorized and budgeted.

**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. Exhibit A: Town Council Rules and Regulations Redline

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the resolution adopting updated Town Council Rules of Procedure and providing for amendments.

**TOWN OF TROPHY CLUB, TEXAS**

**RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING RESOLUTION 2025-04; ADOPTING UPDATED TOWN COUNCIL RULES OF PROCEDURE; PROVIDING FOR AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Section 3.11 of the Town Charter grants the Town Council the authority to determine its own rules of procedure; and

**WHEREAS**, the Town Council previously adopted Resolution 2025-02, establishing the Town Council Rules of Procedure; and

**WHEREAS**, the Town Council previously adopted Resolution 2025-04, repealing Resolution 2025-02 providing for amendments; and

**WHEREAS**, the Town Council has determined that amendments to the Town Council Rules of Procedure are necessary (1) to reference the Town's Code of Ethics and Conduct for confidentiality and ethical obligations; (2) to revise travel and training procedures; and (3) to clarify the applicability of the Rules to boards and commissions, which will improve efficiency, transparency, and governance; and

**WHEREAS**, the Town Council desires to repeal Resolution No. 2025-04 in its entirety and adopt revised Town Council Rules of Procedure as set forth in **Exhibit A** attached hereto;

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

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

**Section 2.** Resolution 2025-04 is hereby repealed in its entirety, and all previously adopted Town Council Rules of Procedure in conflict with **Exhibit A** are

hereby repealed to the extent of such conflict.

**Section 3.** The Town Council hereby adopts the revised Town Council Rules of Procedure, attached hereto as **Exhibit A**. These updated Town Council Rules of Procedure shall govern the conduct of Town Council meetings and related proceedings and incorporate amendments to reference the Town’s Code of Ethics and Conduct, revise travel and training procedures, and clarify the applicability of the Rules of Procedure to boards and commissions, which will improve efficiency, transparency, and governance.

**Section 4.** This Resolution shall take effect from and after its date of passage in accordance with law.

**PASSED and APPROVED** by the Town Council of the Town of Trophy Club, Texas, on this \_\_\_\_\_ day of January 2026.

\_\_\_\_\_  
Jeannette Tiffany, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Dean Roggia, Town Attorney

EXHIBIT A

**TOWN OF TROPHY CLUB  
TOWN COUNCIL RULES OF PROCEDURE**



**TOWN COUNCIL  
RULES OF PROCEDURE**

Approved by Resolution [2025-02](#)  
February 24, 2025



## TABLE OF CONTENTS

<b>1.</b>	<b>AUTHORITY</b>	
1.1	CHARTER.....	1
1.2	COUNCIL MEMBER ELECTION/APPOINTMENTS.....	1
1.3	MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE .....	1
1.4	COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES.....	2
<b>2.</b>	<b>COUNCIL MEETINGS</b>	
2.1	REGULAR MEETINGS .....	2
2.2	SPECIAL MEETINGS AND EMERGENCY MEETINGS.....	2
2.3	EXECUTIVE SESSIONS.....	2
2.4	NOTICE OF MEETINGS.....	3
2.5	QUORUM.....	3
2.6	VIDEO CONFERENCE PARTICIPATION.....	3
2.7	PRESIDING OFFICER.....	5
2.8	APPOINTED OFFICIALS .....	<u>65</u>
2.9	ATTENDANCE BY THE PUBLIC.....	6
2.10	MINUTES.....	6
2.11	ESTABLISHING THE TOWN COUNCIL MEETING AGENDA .....	6
<b>3.</b>	<b>ORDER OF BUSINESS</b>	
3.1	GENERAL ORDER .....	7
3.2	ORDINANCES AND RESOLUTIONS .....	7
3.3	NUMBERING AND INDEXING OF AGENDA ITEMS.....	7
3.4	PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT .....	7
3.5	ITEMS OF COMMUNITY INTEREST/COUNCIL COMMUNICATIONS ..	<u>87</u>
3.6	CONSENT AGENDA .....	8
<b>4.</b>	<b>RULES OF CONDUCT</b>	
4.1	GENERAL PROCEDURE.....	8
<u>4.2</u>	<u>CONFIDENTIALITY AND ETHICAL OBLIGATIONS.....</u>	<u>8</u>
<u>4.24.3</u>	<u>PARLIAMENTARY PROCEDURES .....</u>	<u>8</u>
<u>4.34.4</u>	<u>DAIS SEATING .....</u>	<u>8</u>
<u>4.44.5</u>	<u>AUTHORITY OF PRESIDING OFFICER .....</u>	<u>89</u>
<u>4.54.6</u>	<u>PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS .....</u>	<u>9</u>
<u>4.64.7</u>	<u>COUNCIL DELIBERATION AND ORDER OF SPEAKERS .....</u>	<u>9</u>
<u>4.74.8</u>	<u>LIMIT DELIBERATIONS TO ITEM AT HAND.....</u>	<u>9</u>
<u>4.84.9</u>	<u>OBTAINING THE FLOOR.....</u>	<u>9</u>
<u>4.94.10</u>	<u>MOTIONS.....</u>	<u>9</u>
<u>4.104.11</u>	<u>PROCEDURES FOR AGENDA ITEM DISCUSSIONS/MOTIONS .....</u>	<u>910</u>
<u>4.114.12</u>	<u>VOTING.....</u>	<u>12</u>
<u>4.124.13</u>	<u>NON-OBSERVANCE OF RULE.....</u>	<u>13</u>
<b>5.</b>	<b>PUBLIC HEARINGS</b>	

5.1	GENERAL PROCEDURE.....	13
5.2	CONTINUANCE OF HEARINGS .....	14
5.3	PUBLIC COMMENT AT HEARINGS.....	14
5.4	COMMUNICATIONS AND PETITIONS .....	15
<b>6.</b>	<b>ADDRESSING THE TOWN COUNCIL</b>	
6.1	STAFF PRESENTATIONS .....	15
6.2	ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC .....	15
6.3	PUBLIC COMMENTS AGENDA ITEM.....	15
6.4	RIGHT TO SPEAK.....	16
6.5	PUBLIC MEETING APPEARANCE CARDS.....	16
6.6	REPETITIOUS COMMENTS.....	16
6.7	WAIVER OF RULES .....	17
6.8	NON-EXCLUSIVE RULES .....	17
<b>7.</b>	<b>COUNCIL MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT</b>	
7.1	TOWN COUNCIL ORIENTATION .....	17
7.2	TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY.....	17
<b>8.</b>	<b>TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT</b>	
8.1	COMMUNICATION WITH STAFF.....	18
8.2	AGENDA QUESTIONS.....	18
8.3	PROBLEM RESOLUTION.....	19
8.4	STAFF CONDUCT.....	19
8.5	MAIL .....	19
8.6	TOWN COUNCIL CORRESPONDENCE .....	20
8.7	CLERICAL SUPPORT .....	20
8.8	TOWN COUNCIL EVENT COORDINATION.....	20
8.9	REQUESTS FOR RESEARCH OR INFORMATION .....	21
8.10	TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS.....	21
<b>9.</b>	<b>BOARDS AND COMMISSIONS</b>	
9.1	BOARD AND COMMISSION APPOINTMENTS/REMOVALS .....	21
9.2	BOARD, COMMITTEE, AND COMMISSION TRAINING.....	23
9.3	CREATION OF AD HOC COMMITTEE/TASK FORCE .....	23
<b>10.</b>	<b>PROCEDURES ADMINISTRATION</b>	
10.1	BIENNIAL REVIEW OF TOWN COUNCIL RULES OF PROCEDURE .....	24
10.2	ADHERENCE TO PROCEDURES.....	24
10.3	TOWN ATTORNEY AS PROCEDURE ADVISOR .....	24
10.4	APPLICABILITY OF RULES OF PROCEDURE .....	24
	<u>10.5 APPLICABILITY TO BOARDS, COMMISSIONS, CORPORATIONS, COMMITTEES</u>	<u>24</u>

## **1. AUTHORITY**

### **1.1 CHARTER**

The Town of Trophy Club Charter, Article III; Section 3.11 provides that the Town Council shall determine its own rules of procedure.

These Rules of Procedure shall be in effect upon adoption by the Town Council and until such time as amended, suspended, or new rules are adopted by the Town Council.

### **1.2 COUNCIL MEMBER ELECTION/APPOINTMENTS**

#### **a. Election of Mayor Pro Tem**

Pursuant to Article III, Section 3.07 of the Town Charter, the Town Council shall elect one of its members to serve as Mayor Pro Tem at its first meeting after election of council members. Upon election, the Mayor Pro Tem shall perform all the duties of the Mayor in the absence or disability of the Mayor.

#### **b. Council Committees**

At the first Town Council meeting in June, the Mayor may present recommendations for the members of the following Council Subcommittees and open the floor for additional nominations, all subject to the approval of the Town Council. Town Council Members may propose changes or make their own nominations for the following Council Subcommittees. Appointment of members to all committees of the Town, inclusive of Council Subcommittees, is exclusively vested in the Council.

- Appointments Committee
- Budget Oversight Committee
- Municipal Utility District No. 1 Coordination Committee

### **1.3 MAYOR TO ACT AS COUNCIL CEREMONIAL REPRESENTATIVE**

Pursuant to the Town Charter Article III; Section 3.06, the Mayor has been delegated the responsibility to act as the Town Council's representative for all ceremonial purposes. In the Mayor's absence or disability, the Mayor Pro Tem assumes this responsibility. In both the Mayor's and Mayor Pro Tem's absence or disability, the Mayor will request another Council Member to assume this responsibility. If the Mayor is unable to request another Council Member to assume this responsibility, the Town Council may select a Council Member to assume this responsibility by a majority vote of the Town Council.

## **1.4 COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES**

From time to time, the Mayor or Council Members may choose to participate in community activities, committees, events and task forces. When the Mayor or a Council Member participates in these types of activities, he/she is assumed to be acting as a member of the general public rather than acting on behalf of the Town Council. Acting or participating on behalf of the Town Council is limited to those instances when the Town Council has formally designated the Mayor or Council Member as its representative for the matter. As specified in Section 1.3, the Mayor is delegated to serve as the Town Council's representative for ceremonial purposes.

## **2. COUNCIL MEETINGS**

### **2.1 REGULAR MEETINGS**

Consistent with Charter Section 3.09, the Council shall hold at least two (2) regular meetings a month for at least seven (7) months and a minimum of one meeting during each of the other five (5) months at a time to be fixed by Council for such regular meetings. Council may hold as many other meetings as may be necessary for the transaction of the business of the Town.

All regular meetings shall be held at Town Hall or at such other places within town limits as will permit the attendance of the general public. All meetings will be held in accordance with open meeting laws of the State of Texas.

### **2.2 SPECIAL MEETINGS AND EMERGENCY MEETINGS**

Consistent with Charter Section 3.10, special meetings may be called at any time by the Mayor or by three (3) members of the Town Council. The Town Secretary shall post notice thereof as provided by State law.

In case of emergency or urgent public necessity, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor or by three (3) members of the Town Council, and it shall be sufficient if the notice is posted one (1) hour before the meeting is convened, or as may be required by the Texas Open Meetings Act. Diligent effort to notify all Council Members shall be made prior to the emergency meeting. (Texas Gov't Code, Sec. 551.045)

### **2.3 EXECUTIVE SESSIONS**

The Town Council may meet in Executive Session during any workshop, regular, or special meeting, or anytime otherwise authorized by State law, to consider or hear any matter which is authorized by State law to be heard or considered in Executive Session.

- a. The specific section of the Texas Open Meetings Act authorized for the executive session and the subject matter for consideration shall be announced by the Presiding Officer or announced by the Town Secretary as instructed by the Presiding Officer, in an open meeting before such session is held.

- b. Council Members may not reveal the nature of discussion from a closed session unless required by State law, required by a court of competent jurisdiction, or unless made in connection with any investigation or proceeding regarding whether there has been a violation of the Town Code of Ethics and Conduct. Except as provided above, disclosure of the discussion from a closed session is a violation of the Town Code of Ethics and Conduct. (Code of Ordinances, Section 1.05.004 (3))

## **2.4 NOTICE OF MEETINGS**

Notice of meetings and the agenda for all Town Council meetings shall be posted by the Town Secretary on the Town’s official bulletin board and website pursuant to the requirements of the Texas Open Meetings Act.

## **2.5 QUORUM**

Charter Section 3.12 states a majority of the Council shall constitute a quorum to do business. Except as otherwise specifically provided in the Charter or as provided by law, four (4) members of Council shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of four (4) or more members of the Council, or as required by State law or the Town’s Charter.

## **2.6 VIDEO CONFERENCE PARTICIPATION**

Council Members may participate in Town Council meetings via videoconference in accordance with Section 551.127 of the Texas Open Meetings Act. The following conditions shall apply:

### **a. Quorum and Participation Limits**

A quorum of the Town Council must be physically present at the meeting location posted on the agenda.

No more than two (2) Council Members may participate in a single meeting via videoconference, granted on a first-come, first-served basis.

The Presiding Officer must be physically present where the quorum of the meeting is located.

Remote participation shall be limited to open or closed meetings held at Town Hall where sufficient technology is available to conduct remote participation in accordance with State law.

### **b. Notification Requirements**

Council Members wishing to attend via videoconference must notify the Town Secretary no later than noon on the Wednesday prior to the meeting; or as soon as practical.

- The following statement will be placed on all Council Agendas when videoconference is authorized: “Pursuant to Texas Government Code Section

551.127, one or more members of the Town Council may participate in this meeting by videoconference call. A quorum of the Town Council will be present at the physical location of the meeting.”

In case of a personal emergency, Council Members may request videoconference participation by notifying the Mayor and Town Manager no later than 5:00 p.m. on the business day prior to the meeting.

**c. Technology and Public Access**

The technology used must ensure two-way audio and video communication, enabling all participants to be audible and visible to each other and to the public during open sessions of the meeting.

Members participating remotely are responsible for ensuring they have the necessary equipment and a stable internet connection to establish and maintain their participation throughout the meeting.

If a remote participant becomes inaudible or invisible to those at the physical meeting location, they will be considered absent for the portion of the meeting during which the connection is lost.

The Town Council meeting will proceed as scheduled and will not be paused or adjourned due to technical or technology issues affecting the participation of remotely attending Council Members.

**d. Videoconference Etiquette**

During videoconference attendance, the Council Member’s face must be clearly visible, and audio must be clear while speaking.

**e. Executive Session Confidentiality**

For executive sessions or closed meetings, Council Members participating remotely must take appropriate measures to ensure that audio and video communications are inaccessible to unauthorized persons to preserve confidentiality and attorney-client privilege.

**f. Frequency of Remote Participation**

Remote participation is not intended to be a regular occurrence for Council Members. Council Members are strongly encouraged to attend all Town Council meetings in person. A Council Member desiring to attend more than two (2) meetings remotely in any calendar year must request approval for remote participation from the full Town Council.

A Council Member requesting Town Council approval to attend three (3) or more Town Council meetings remotely in any calendar year must provide “good cause” justification for the request. Below are examples of “good cause” justifications, which are intended to

be more than mere inconvenience or preference for attending remotely.

- Examples of “good cause” are:
  - Sudden illness or hospitalization,
  - Conflict related to employment, and
  - Conflict related to planned travel.

**g. Eligibility for Remote Attendance:**

The Town Manager may request permission from the Presiding Officer for a staff member to attend remotely when that member’s presence is critical to a purpose at the meeting.

Consistent with the regulations and practices outlined in this Section 2.6, members of the Planning & Zoning Commission, Economic Development Corporation Board, Crime Control & Prevention District Board, Zoning Board of Adjustment, and Building Standards Commission may participate remotely in their respective meetings. Remote participation is not allowed for members of all other boards and commissions.

**2.7 PRESIDING OFFICER**

**a. Designation**

Consistent with Charter Section 3.06, the Mayor shall preside at all meetings of the Council. The Mayor may participate in the discussion of all matters coming before the Council and shall have a vote on all matters before the Council. In the absence or disability of the Mayor, the Mayor Pro-Tem shall preside. In the absence or disability of both the Mayor and the Mayor Pro-Tem, the Town Council shall elect a presiding officer.

**b. Call to Order**

The meetings of the Town Council shall be called to order by the Presiding Officer. In the absence of both the Mayor and the Mayor Pro-Tem, the meeting shall be called to order by the Town Secretary.

**c. Preservation of Order**

The Presiding Officer shall have the authority to preserve order at all Town Council meetings, to enforce the rules of the Town Council, and to determine the order of business under the rules of the Council.

**2.8 APPOINTED OFFICIALS**

The Town Manager shall attend all meetings of the Town Council unless excused by the Mayor or Town Council and shall have the right to participate in all discussions.

The Town Attorney shall attend all meetings of the Town Council unless excused by the Mayor or Town Council, and shall, upon request, give opinion, either written or oral, on questions of law. The Town Attorney shall also serve as the Town Council's parliamentarian.

The Town Secretary shall attend all meetings of the Town Council unless excused by the Mayor or Town Council and shall keep the official minutes and perform such other duties as may be requested by the Town Council.

## **2.9 ATTENDANCE BY THE PUBLIC**

All meetings of the Town Council shall be open to the public in accordance with the terms of provisions of the Texas Open Meetings Act, except for the Executive Session or closed meetings as allowed by State law.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council.

## **2.10 MINUTES**

At a minimum, the minutes shall include the members present, state the subject of each deliberation, and indicate each vote, decision, or other action taken. The minutes shall also indicate how each member voted on each matter. (Texas Gov't Code, Sec. 551.021)

### **a. Town Council Approval of Minutes**

Minutes of meetings are generally submitted to the Town Council for approval at the next regularly scheduled meeting. The Mayor and Council Members present shall be required to vote on the approval of the minutes, even if absent at the meeting for which the minutes pertain.

## **2.11 ESTABLISHING THE TOWN COUNCIL MEETING AGENDA**

The Town Manager shall establish a preliminary Town Council meeting agenda based on the policy direction of the Mayor and Town Council and specific items of business that require action by the Town Council. The Town Manager shall review the preliminary agenda with the Mayor prior to finalizing the final meeting agenda. The Town Secretary shall prepare the final meeting agenda, which shall be publicly posted in accordance with the Texas Open Meetings Act.

Any item requested by two (2) Council Members, or by the Mayor, or by the Town Manager shall be placed on the agenda by the Town Secretary. (Town Charter, Section 3.11 (b))

The Town Manager may discuss with the requesting Council Member the delay of the agenda item. In consultation with the Town Manager and/or Mayor, the request will be placed on an agenda as soon as possible. Such a determination will be communicated to the requesting Council Member.

### **3. ORDER OF BUSINESS**

#### **3.1 GENERAL ORDER**

Town Council meetings will be generally conducted in the following order, unless otherwise specified or removed. An Executive Session may be held at any time during a work session, regular, or special called meeting consistent with applicable State law.

WORK SESSION AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM  
PUBLIC COMMENTS  
WORK SESSION ITEMS  
ADJOURN WORK SESSION

REGULAR MEETING AGENDA

CALL TO ORDER AND ANNOUNCE A QUORUM  
INVOCATION  
PLEDGE OF ALLEGIANCE  
PUBLIC COMMENTS  
COMMUNITY SPOTLIGHT  
CONSENT AGENDA  
INDIVIDUAL ITEMS (includes Public Hearings, if any)  
EXECUTIVE SESSION (as needed)  
ADJOURNMENT

#### **3.2 ORDINANCES AND RESOLUTIONS**

All ordinances and resolutions shall be reviewed and approved as to form and legality by the Town Attorney prior to being placed on an agenda for consideration.

#### **3.3 NUMBERING AND INDEXING OF AGENDA ITEMS**

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the Town Secretary shall separately index all ordinances and resolutions.

#### **3.4 PUBLIC RECOGNITION/COMMUNITY SPOTLIGHT**

All special presentations and announcements will be calendared and coordinated through the Town Secretary and Mayor. A period of time, typically not to exceed five (5) minutes, will be provided for each recognition.

#### **3.5 ITEMS OF COMMUNITY INTEREST / COUNCIL COMMUNICATIONS**

Members of the Town Council have the opportunity to briefly comment and notify others of items of community interests pursuant to Texas Gov't Code Sec. 551.0415, which may include expressions of thanks, congratulations or condolences; holiday schedule information; an honorary or salutary recognition of a public official, public employee, or other citizen; information about a Town-

organized or sponsored event or other social, ceremonial, or community event; announcements involving an imminent threat to the public health and safety of the citizens that has arisen after the posting of the agenda.

### **3.6 CONSENT AGENDA**

The Consent Agenda shall contain routine, non-controversial items that require Town Council action but need little or no further Town Council deliberation.

Agenda items may be removed from the Consent Agenda at the request of the Mayor, a Council Member, or Town Manager and will be considered after approval of the remainder of the Consent Agenda. The requested item removed from the Consent Agenda will then be considered for a separate vote of the Town Council.

## **4. RULES OF CONDUCT**

### **4.1 GENERAL PROCEDURE**

These Rules of Procedure and the following rules of conduct in this Section 4, consistent with the Town Charter and any applicable Town ordinance, statute or other legal requirement, shall govern the proceedings of the Town Council. The Town Council Rules of Procedure shall be interpreted and read harmoniously with the Town Charter and any applicable Town ordinance, statute or other legal requirement. The Town Charter and any applicable Town ordinance, statute or other legal requirement shall control in the event of a conflict with the Town Council Rules of Procedure.

### **4.2 CONFIDENTIALITY AND ETHICAL OBLIGATIONS**

Town Council Members are subject to the Town's Code of Ethics and Conduct, adopted by ordinance, which governs ethical standards, conflicts of interest, and the handling and disclosure of confidential information obtained through service in office.

Alleged violations of confidentiality or ethical standards by Town Council Members are addressed in accordance with the procedures and enforcement mechanisms set forth in the Code of Ethics and Conduct. The Town Council has the authority and responsibility to address alleged violations of confidentiality or ethical standards by Council Members and may, but is not required to, utilize the Ethics Review Commission to review and make findings concerning violations of the Town's Code of Ethics and Conduct.

### **4.24.3 PARLIAMENTARY PROCEDURES**

Robert's Rules of Order Newly Revised, as amended by the Council, shall generally guide the proceedings of the Town Council.

### **4.34.4 DAIS SEATING**

The Mayor shall be seated at the center of the dais, with the Mayor Pro Tem seated immediately

to the Mayor's right. The remaining Council Members will be seated by Place number, one through six from left to right, as viewed from the audience.

#### **4.44.5 AUTHORITY OF THE PRESIDING OFFICER**

Subject to appeal to the full Town Council, the Presiding Officer shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the obstruction of the business of the Town Council by ruling any such matter out of order. In so ruling, the Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

Any member of the Town Council may move to require enforcement of the rules, and the affirmative vote of a majority of the Town Council shall require the Presiding Officer to act.

#### **4.54.6 PRESIDING OFFICER TO FACILITATE COUNCIL MEETINGS**

In the role of facilitator, the Presiding Officer will assist the Town Council in focusing on agenda discussions and deliberations.

#### **4.64.7 COUNCIL DELIBERATION AND ORDER OF SPEAKERS**

The Presiding Officer has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Presiding Officer, a Council Member holding the floor may address a question to another Council Member and that Council Member may respond while the floor is still held by the Council Member asking the question. A Council Member may opt not to answer a question while another Council Member has the floor.

#### **4.74.8 LIMIT DELIBERATIONS TO ITEM AT HAND**

Council Members will limit their comments to the subject matter, time, or motion being currently considered by the Town Council.

#### **4.84.9 OBTAINING THE FLOOR**

Any member of the Town Council wishing to speak must first obtain the floor by being recognized by the Presiding Officer. The Presiding Officer must recognize any Council Member who seeks the floor when appropriately entitled to do so.

#### **4.94.10 MOTIONS**

Motions may be made by any member of the Town Council, including the Presiding Officer, provided that before the Presiding Officer offers a motion, the opportunity for making a motion should be offered to other members of the Town Council. Any member of the Town Council, other than the person offering the motion, may second a motion.

#### **4.104.11 PROCEDURES FOR AGENDA ITEM DISCUSSIONS/MOTIONS**

The following is the general procedure for agenda item discussions and making motions:

- a. The Presiding Officer or, if requested, the Town Secretary reads the agenda item.
- b. Staff presents its report to the Town Council.
- c. The applicant or vendor, if applicable, may give a presentation and answer questions from the Town Council.
- d. Members of the public are provided the opportunity to ask questions or make comments germane to the agenda item. Individuals will be requested to state their name and address for the record.
- e. The Town Council deliberates on the issue, which may include asking questions of staff and, if applicable, the applicant or vendor. The Town Council may also respond to related questions posed by the public, applicant, or vendor, or may direct staff to respond.
- f. Following deliberation, the Presiding Officer calls for a motion. Once the motion is made and seconded, the Council may engage in further discussion.
- g. At the Presiding Officer's discretion, additional public comment germane to the agenda item may be invited after a motion has been made.
- h. Once discussion is complete, the Presiding Officer calls for a vote. No further discussion will be allowed unless Council Members wish to explain their vote.

Council Members may word motions in any common manner provided such motions and intended action are clear. The Presiding Officer may confirm that each of the Council Members understand the motion prior to calling for a vote on the motion.

When a motion is on the floor and an amendment is offered, the amendment should be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

The following are examples of possible motions:

### **MOTION TO APPROVE OR DENY**

A motion to approve or deny is a proposal to take a specific action. The maker of the motion may state, "I make a motion to approve/deny Agenda Item #" or may state the recommended motion (under state law, certain motions require specific language in which case staff will provide the specific motion in the packet that the specific language must be used), or such person may state the agenda caption although it is not necessary. A failed vote to approve shall result in the agenda item being

denied.

### **MOTION TO APPROVE WITH AMENDMENTS**

A motion to approve a specific action may include amendments recommended by a board, Town Attorney, another Council Member, or staff. The maker of the motion may state, “I make a motion to approve Agenda Item # with the following amendment(s)...” or state recommended motion or the agenda caption with the amendment included.

### **MOTION FOR RECONSIDERATION**

A motion for reconsideration indicates a Council Member wants the Town Council to reconsider a prior action of the Town Council and if successful, for the Town Council to consider taking different action. A motion to reconsider may be made at the same meeting or at the next succeeding meeting following the relevant Town Council action, provided the reconsideration request complies with the requirements of the Texas Open Meetings Act and applicable law. If the motion to reconsider a prior action is not made at the same meeting, such motion and the related agenda item must be posted on the agenda for the meeting at which the motion is to be reconsidered. The maker of the motion may state: “I make a motion to reconsider Agenda Item #” or may state the full agenda caption. If that motion fails, then the matter is finally concluded. If the motion to reconsider passes, then a motion is in order for the different action.

A motion for reconsideration may only be made by a Council Member who voted with the majority of the Town Council on the action proposed to be reconsidered by the Town Council. Any member of the Town Council may second a motion for reconsideration.

### **MOTION TO ADJOURN**

If the Town Council has reached the end of the agenda, no motion is required. The Presiding Officer can declare the meeting adjourned. A motion to adjourn may also be made during the meeting. The maker of the motion may state, “I make a motion to adjourn the meeting.” The motion requires a second and is not debatable. If the motion passes by majority vote, the meeting is adjourned.

### **WITHDRAWAL OF MOTION**

A withdrawal of a motion indicates a motion may be withdrawn or modified by the Council Member who originally made the motion at any time prior to its passage. If a motion is withdrawn, the Council Member who originally made the motion, or another Council Member, may then make a motion requiring to be seconded by another Council Member.

### **MOTION TO CONTINUE A PUBLIC HEARING**

The Town Council may continue a public hearing to a date time certain unless State law provides

otherwise. The maker of the motion may state, “I make a motion to continue the public hearing to xxx date at xxx time”. This motion will prevent the Town from incurring the cost of re-advertising or publishing notice of the public hearing in the newspaper.

### **MOTION TO REFER OR POSTPONE/TABLE**

The Town Council may desire to continue discussion of an agenda item at a future meeting, may require the Town staff to provide further information, or require the matter to be reconsidered by an applicable board or commission. In such event the Town Council may postpone or table consideration of the agenda item to a date time certain or subsequent Council Meeting (or for example until such time as Town staff can provide the requested information) or refer the matter back to the applicable board or commission to reconsider the agenda item.

### **4.H4.12 VOTING**

#### **Abstention**

- a. Pursuant to Section 3.20 of the Town Charter, if a Council Member abstains because of a legal conflict of interest, such member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present.”
- b. When the Mayor or a Council Member abstains because of a legal conflict of interest, the Mayor or such Council Member must file an affidavit with the Town Secretary stating the nature and extent of the conflict before the agenda item is announced by the Mayor. The Mayor or Town Secretary shall briefly state, on the record, the nature of the conflict of the Council Member. State law requires the inclusion of this information in the public record. A Council Member with a legal conflict of interest shall excuse themselves from the dais for that portion of the Council meeting and may return once the Council has completed action on the agenda item.

#### **Tie Votes**

A tie vote results in a lost motion. In such an instance, any member of the Town Council may offer a motion for further action. Per Section 3.12 of the Town Charter, except as otherwise specifically provided by the Charter or by law, no action of the Council shall be valid or binding unless adopted by the affirmative vote of four (4) or more members of the Council, or as otherwise required by State law or the Charter.

#### **Charter or Statute Voting Requirements**

Per the Town Charter, actions taken by the Town Council require the affirmative vote of four (4) or more Council Members to be valid and binding, unless State law specifies differently. Provided below are items that require more than four (4) affirmative votes or more than a simple majority of Council Members. Items listed herein are not intended to be an exhaustive list; the Town Attorney shall provide notice to the Town Council when the Council is taking action on such an item.

a. **Charter Amendment – Two-thirds Vote**

An Ordinance submitting a proposed Charter amendment must be adopted by a two-thirds vote of the entire Town Council, except when an amendment is otherwise requested by petition pursuant to Texas Local Gov't Code Sec. 9.004. (Texas Local Gov't Code, Sec. 9.002(a), Texas constitution Article XI, Section 5)

b. **Protested Changes in Zoning Ordinance – Three-fourths Vote**

If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet there from in accordance with Texas Local Gov't Code Ch. 211, as amended, the affirmative vote of at least three-fourths of the entire Town Council is required for the proposed change to take effect. (Texas Local Gov't Code, Sec. 211.006(d))

An affirmative vote of at least three-fourths of the entire Town Council is required to overrule a recommendation of the Planning and Zoning Commission that a proposed amendment, supplement, or change to a zoning be denied. (Town Ordinance, Sec. 14.02.403 (b)(3))

If a Council Member has abstained because of a legal conflict of interest and filed the required affidavit, the number of the members of full Town Council counted present and voting is reduced by the number of such conflicted Council Members.

c. **Canvassing an Election** - Two (2) members of the Town Council constitute a quorum for purposes of canvassing an election. (Texas Election Code Sec. 67.004)

**4.124.13 NON-OBSERVANCE OF RULE**

Rules adopted to expedite and facilitate the transaction of the business of the Town Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the Town Council.

**5. PUBLIC HEARINGS**

**5.1 GENERAL PROCEDURE**

A public hearing will be conducted separately from Town Council consideration of related ordinances, resolutions, or other motions. The public hearing will allow for staff presentations, applicant input, and public comments. Following a public hearing, the Town Council will have separate consideration of the related agenda item (i.e. consideration of the ordinance or resolution), when applicable, following the procedures outlined under Section 4.10. The following are general guidelines to conduct the public hearing.

- a. The Presiding Officer opens the Public Hearing.
- b. Staff presents its report.
- c. The applicant or appellant has the opportunity to present comments, testimony, or arguments. The applicant or appellant shall have a total of fifteen (15) minutes for a presentation when recognized by the Presiding Officer.
- d. Members of the public are provided the opportunity to make comments germane to the public hearing as outlined in Section 5.3.
- e. The Presiding Officer closes the Public Hearing.

## **5.2 CONTINUANCE OF HEARINGS**

Any Public Hearing being held by the Town Council may by motion, be continued to a subsequent meeting date and time certain.

## **5.3 PUBLIC COMMENT AT HEARINGS**

When a matter for Public Hearing comes before the Town Council, the Presiding Officer shall inquire if there is anyone present who wishes to speak or present evidence regarding the matter. A Public Hearing, no matter what the subject matter, is not a question-and-answer period. Speakers must address their comments to the Town Council. Council Members should not address members of the public during a Public Hearing.

### **a. Public Member Request to Speak**

Any person desiring to speak at a Public Hearing scheduled on the agenda is requested to complete a Public Meeting Appearance Card prior to the matter being reached and present it to the Town Secretary. Upon being recognized by the Presiding Officer, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the Presiding Officer. Each speaker, other than the applicant or appellant, is limited to three (3) minutes, although the Presiding Officer or a majority vote of the Town Council may adjust the time limit.

### **b. Materials for Public Record**

**In Person:** Individuals interested in the matter being heard by the Town Council may submit written or graphic evidence and remarks in person at the meeting. All evidence presented will be retained by the Town Secretary's Office as part of the record of the hearing, in accordance with State law.

**Electronically:** Individuals may also submit written or graphic evidence and remarks electronically by sending the materials to [townsec@trophyclub.org](mailto:townsec@trophyclub.org). Submissions must clearly identify the Town Council meeting date and agenda item to which they

pertain. Electronic materials must be submitted at least twenty-four (24) hours prior to the scheduled start time of the Town Council meeting.

#### **5.4 COMMUNICATIONS AND PETITIONS**

Written communications and petitions, appropriately submitted as described herein, concerning the subject matter of the hearing will be noted, read aloud, or summarized by the Presiding Officer or Town Secretary. A reading in full, limited to the same time limit imposed on all other public comments regarding that agenda item, shall take place if requested by any Council Member.

### **6. ADDRESSING THE TOWN COUNCIL**

#### **6.1 STAFF PRESENTATIONS**

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation, when appropriate, for the Town Council.

#### **6.2 ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC**

The following procedures will guide oral presentations by members of the public at Town Council meetings:

- a. Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the Town Council are requested to complete a Public Meeting Appearance Card and present it to the Town Secretary.
- b. When called upon, individuals are requested to come to the podium and state their name and address for the record. If speaking for an organization or other group, individuals are requested to identify the group represented.
- c. Public comments should be directed to the entire governing body pursuant to Texas Gov't Code Sec. 551.007.

#### **6.3 PUBLIC COMMENTS AGENDA ITEM**

The Public Comments portion of the Town Council meeting is set aside for members of the public to address the Town Council on any item of business being considered on the agenda, or any item that is not formally scheduled on the agenda, listed on the Consent Agenda, or scheduled as a Public Hearing. Members of the public are requested to complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary.

- a. **Timing**

Public comments are generally permitted at the beginning of the regular Town Council meeting, as specified on the agenda. Presentations shall be limited to three (3) minutes each, although the Presiding Officer or a majority vote of the Town Council may adjust

the time limit. A person may not “give their time” to another person making comments.

**b. No Council Deliberations**

In compliance with the Texas Open Meetings Act, the Town Council may not deliberate or vote on any matter raised during the public comments section of the agenda, except for the purpose of determining whether such matter should be placed on a future Town Council agenda. The Presiding Officer, however, may request the Town Manager, or his designee, to provide additional information on a matter of general interest to the full Town Council, the public at large, or to the citizen making the comment.

**6.4 RIGHT TO SPEAK**

Texas Gov’t Code Sec. 551.007 requires the Town Council to allow a citizen to address the Town Council prior to the Town Council’s consideration of an item listed on the meeting agenda. The Town Charter provides that citizens of the Town shall have reasonable opportunity to be heard at any meeting. A person who wants to speak and address the Town Council regarding an item listed on the agenda to be considered by the Town Council are requested to complete a Public Meeting Appearance Card prior to the commencement of the meeting and present it to the Town Secretary. The citizen may either speak during the Public Comments portion of the meeting or when the item is reached on the agenda after being recognized by the Presiding Officer.

**6.5 PUBLIC MEETING APPEARANCE CARDS**

Public Meeting Appearance Cards may be used by members of the public who do not wish to or cannot verbally address the Town Council during a meeting. A person may indicate such person’s comments and support or opposition for an agenda item on a Public Meeting Appearance Card. During the Public Hearing regarding the item or prior to taking action on an item on the agenda, the Presiding Officer will indicate that the Town Council has received written comments from (name of persons) in support of the item, project, or issue and from (name of persons) in opposition. The minutes will reflect the Town Council’s receipt of written comments in support or opposition of the item, project, or issue.

**6.6 REPETITIOUS COMMENTS**

- a. Speakers are discouraged from presenting the same or substantially the same items or arguments to the Council repeatedly for each item or be repetitious in presenting their oral comments. Nothing in the foregoing sentence precludes submission of comments to the Town Council in writing, for such action or non-action as the Council, in its discretion, may deem appropriate.
- b. In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of individuals wishes to address the Town Council on the same subject matter, those individuals are encouraged to designate a spokesperson to address the Town Council.

## **6.7 WAIVER OF RULES**

Any of the foregoing rules may be waived or suspended by a majority vote of the Council Members present when it is deemed appropriate, based upon the particular facts and circumstances involved.

## **6.8 NON-EXCLUSIVE RULES**

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the Town Council, or of its Presiding Officer, to govern the conduct of Town Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the Town.

# **7. COUNCIL MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT**

## **7.1 TOWN COUNCIL ORIENTATION**

The Town Manager will, in a timely manner, provide appropriate orientation services for new Council Members. Such services shall include, but not be limited to, the following:

- Availability of Texas Municipal League conferences and seminars;
- An individual meeting with new Council Members informing them about Town facilities and procedures; and
- Printed documents and resource materials necessary to the performance of the office of Council Member.

## **7.2 TOWN COUNCIL TRAVEL, TRAINING, MEMBERSHIPS, AND CLOTHING ALLOCATION POLICY**

The annual allocation to the Mayor and Council Members (referred to collectively in these Town Council Rules of Procedure as the “Town Council”) for travel, training, memberships, and clothing will be established in the approved budget. That budget will be allocated fourteen and three-tenths percent (14.3%) for each Council Member to utilize as necessary for Town-related purposes for the purchase of travel, training, memberships, and clothing (herein referred to collectively as “Eligible Expenses”). All Eligible Expenses will be reimbursed or paid from this allocation up to each members’ individual budget allocations. Unused allocation will not roll forward to a future budget year.

All Town financial policies related to training, travel, and purchases shall apply to the Town Council. The use of Eligible Expense allocations for the Town Council will be maintained, monitored, and tracked by the Town Secretary. A member may contribute from their allocation to another member by submitting an allocation transfer request to the Town Secretary who will update the available allocations for each member accordingly.

[Town Council travel and training expenditures shall comply with the procedures set forth in Exhibit A, “Town Council Travel and Training Procedures,”](#)

All approvals, documentation requirements, allowable expenses, and limitations related to Council travel and training are governed by Exhibit A.

~~Town funds may only be used for Town-related purposes. For training and/or travel, members are required to submit a justification, which shall be reviewed and approved by the Town Manager. If a training/travel request is denied by the Town Manager, the member may appeal the decision to the Mayor. The Mayor's decision shall be final. If the Mayor's training/travel request is denied by the Town Manager, the appeal shall be made to the Mayor Pro Tem.~~

~~Training opportunities include conferences hosted locally or in other cities/states and online educational seminars where the topic is applicable to the functions of Town government. Travel and training funds will not be used for credit classes at a college, university, or other institution designed to provide post-secondary degrees or training. The Town Council is encouraged to select training events from the following providers:~~

- ~~• Texas Municipal League~~
- ~~• National League of Cities~~
- ~~• North Central Texas Council of Governments~~

~~Additional travel expenditures for members chosen to represent the Town Council related to attending a special event or otherwise representing the Town shall be made only after having been placed on the agenda of a Town Council Meeting and acted upon by a favorable majority vote.~~

## **8. TOWN COUNCIL STAFF RELATIONS AND ADMINISTRATIVE SUPPORT**

### **8.1 COMMUNICATION WITH STAFF**

The Town Council should contact Town employees through the Town Manager. Council Members should refrain from giving orders or direction to any subordinate of the Town Manager, either publicly or privately. Work assignments and policy direction should come from the Town Council and not from individual Council Members.

Nothing herein shall be construed to limit the power of the Town Council to directly communicate (in writing or verbally), with those officers and employees directly appointed by the Town Council (Town Manager, Town Secretary, Town Attorney, and Municipal Court Judge).

### **8.2 AGENDA QUESTIONS**

- a. Questions arising from Council Members after receiving the agenda should be presented to the Town Manager for staff consideration prior to the Town Council meeting. If additional information is requested, the information will be distributed to all Council Members.
- b. Any request for additional information shall be provided to the entire Town Council as expeditiously as possible prior to any meeting to ensure appropriate review.

- c. The Town Manager shall designate appropriate staff to address each agenda item and shall see that it is adequately prepared and presented to the Town Council.

### **8.3 PROBLEM RESOLUTION**

If the Town Manager's or staff's time is being dominated or misdirected by a Council Member or in any conflict arising between staff and Town Council, the Town Manager shall:

- a. Visit with the Council Member and discuss the problem and/or impact on Town Manager's or staff's time;
- b. If unresolved, ask the Mayor to facilitate a resolution to the issue;
- c. If still unresolved, ask the Mayor to present the concerns to the Town Council;
- d. If the unresolved issue is with the Mayor, ask the Mayor Pro Tem to facilitate a resolution to the issue; and
- e. If still unresolved, ask the Mayor Pro Tem to present the concerns to the Town Council.

### **8.4 STAFF CONDUCT**

The Town Manager is responsible for the professional and ethical behavior of the Town staff. All staff members shall show each other, Town Council, and the public, respect and courtesy at all times.

### **8.5 MAIL**

All general mail will be opened, and date stamped and distributed to individual Council Members as identified herein.

- a. ***Letters Addressed to the Mayor and Town Council***

All letters addressed to the Mayor and Town Council requiring a response from staff will be copied to all Council Members with a note as to which staff person will be preparing a response for either the Mayor's or Town Manager's signature. A copy of the response, along with the original letter, will be provided to each Council Member.

Letters addressed to the Mayor and Town Council that do not require a response but provide information on Town Council agenda items or like matters are copied to the full Town Council.

- b. ***Letters Addressed to Individual Council Members***

All letters addressed to individual Council Members requiring a response from staff are copied to all Council Members with a note as to which staff person will be preparing a response for either the identified Council Member's or Town Manager's signature. Copies of the responses, along with the original letters, are provided to the full Town Council.

Letters addressed to individual Council Members that do not require a response from

staff but provide information on Town Council matters are copied to the full Town Council.

Cards and other Council Member mail marked “personal” will not be opened and will not be copied to the full Town Council. These personal items will be placed in the Council Member’s mail slot at Town Hall.

## **8.6 TOWN COUNCIL CORRESPONDENCE**

All Council Member correspondence prepared with Town resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Town Council, not individual Council Member’s positions.

### ***Personal Correspondence:***

Town Council Members will be provided individual stationery and envelopes to use for official communications reflecting their individual position as a Council Member.

## **8.7 CLERICAL SUPPORT**

The Town Secretary’s Office will coordinate the typing of Town-related correspondence requested by individual Council Members. All correspondence typed for Council Members will be on Town letterhead and will reflect the position of the full Town Council and will be copied to the full Town Council.

## **8.8 TOWN COUNCIL EVENT COORDINATION**

### **a. Event Coordination**

The Town Secretary’s Office will be responsible for coordinating Town Council attendance at public events, functions, and meetings. This includes:

- Receiving notifications from Council Members regarding their attendance at upcoming events or functions.
- Collecting event details such as location, time, and purpose, as well as tracking potential Council attendance.

### **b. Council Member Notifications**

Council Members are encouraged to notify the Town Secretary’s Office as soon as possible if they plan to attend any public event or function. This notification will allow the Town Secretary’s Office to assess whether a quorum may be present and ensure that Council attendance at public events/meetings complies with all legal requirements.

## **8.9 REQUESTS FOR RESEARCH OR INFORMATION**

The Mayor and Council Members may request information or research from the Town staff on a given topic through the Town Manager who will make all members of Council aware of the special request, as it may be of interest to them as well. Accordingly, the Town Manager will provide the results of the request to all members of Council. In the event the Town Manager believes he cannot respond in a timely manner or that the request will require extensive staff time and resources, the Town Manager may present the request to the full Town Council prior to proceeding. If approved, the Town Manager and the Town Council will coordinate a reasonable and responsible timeframe in which to expect the results without unduly interfering with other activities of higher priority.

## **8.10 TOWN COUNCIL NOTIFICATION OF SIGNIFICANT INCIDENTS**

In conjunction with the Town's public safety departments and the Public and Media Relations Director, the Town Manager's Office will coordinate the notification to the Town Council of major crime, fire or other disasters or incidents.

# **9. BOARDS AND COMMISSIONS**

## **9.1 BOARD AND COMMISSION APPOINTMENTS/REMOVALS**

The Town Council Appointments Committee is established to interview applicants and make recommendations to the full Council regarding appointments to all Boards during the annual appointment process and during the year in the event of mid-year vacancies. The Committee will also review and make recommendations for any removals from the Town's Boards and Commissions as deemed necessary.

### **a. Recruitment**

The annual recruitment period for Board positions with expiring terms and known vacancies will begin in June, and applications will be accepted through July, or as otherwise directed by the Town Council.

In June of each year, the Town Secretary will:

- Advertise that the Town is accepting applications for individuals to be considered for appointment to Boards. The notice will specify the vacancies for all Boards and provide details regarding the application procedure and the deadline for receipt of applications. Advertisements will be posted on the Town's website, marquees, weekly newsletter, through all Town-managed social media platforms, and on posters placed in the lobby of Town Hall.
- Notify incumbent Board members with expiring terms that their term is approaching. If the member is eligible and wishes to seek another term, they must reapply in the same manner as other applicants.

### **b. Applicant Requirements**

Applicants for all “Town Boards” which includes, but is not limited to, Commissions, Corporations, Councils (excluding the Town Council), and/or Committee, must meet the following criteria prior to their appointment:

- Be United States Citizens.
- Be registered voters.
- Be residents of the Town for at least six (6) months.
- Town elected officials and persons appointed to fill vacancies on any elected Town governmental body may not serve on a Town Board in accordance with the Town Charter.
- Consent to and meet the requirements of a background check.
- Have not been removed from a previous board or commission.
- While applicable technical or educational expertise related to the business of Town Boards is not required, it may be considered by the Appointments Committee and Town Council during the appointment process.

c. **Application Review/Appointments**

The Appointments Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards and Commissions. The Committee has the flexibility to invite department directors/liaisons, board representatives, or other stakeholders to participate in interviews as non-voting participants. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

The Council strives to provide opportunities for as many interested residents as possible to serve on Town Boards. However, if the number of open seats exceeds the number of qualified applicants, the Council may allow a person to serve on more than one Board. Town Council may act to replace a current member who is serving on more than one Board prior to the end the member’s term, provided there is an adequate number of qualified applicants.

All applications will be made available to the entire Town Council in the Town Secretary’s Office. During the interview process, Council Members must avoid violations of the Texas Open Meetings Act by directing any comments or feedback on an application to the Town Manager, not to the Appointments Committee.

At the conclusion of the interview process, the Committee shall prepare a standardized report outlining its recommended slate of nominees and the justification for each Board appointment. The report shall be submitted to the Town Council for discussion at a

dedicated work session prior to consideration at a regular meeting. The regular meeting should be held preferably in September, but not later than the first meeting in October.

**d. Removal**

At the request of the Town Manager, Town Secretary, Board/Commission Chair, or any two (2) members of the Town Council, the Committee will review any circumstances such as misconduct, absenteeism, or ineligibility of a Town Board member. The Committee will thoroughly investigate the situation considering all facts, evidence, and viewpoints. If after careful deliberation, a majority of the Committee votes in favor of removal, a formal written report recommending removal will be submitted to the Town Council, with a copy of the report sent to the Town Board member and the applicable Town Board chair.

If the Town Board member, does not certify in writing the Town Board member's resignation from the Town Board, the Town Council will review and consider the recommendation in a scheduled meeting, allowing the Board member to respond, and then vote on the final decision.

**9.2 BOARD, COMMITTEE, AND COMMISSION TRAINING**

- a. Members of any Town Board shall complete Town-sponsored open government training within ninety (90) days of their appointment to a Town Board. Such training may be completed either by attending a live training session offered by the Town, or by watching a video provided by the Town.
- b. The training required by this section is in addition to any training a member of a Town Board may be required to complete pursuant to Texas Gov't Code Chapters 551 or 552, or other applicable law.
- c. Failure of a Town Board member to complete the training required by this section, within the time frame prescribed by this section, may be considered grounds for removal.

**9.3 CREATION OF AD HOC COMMITTEE/TASK FORCE**

- a. The Town Council may create an Ad Hoc Committee/Task Force to assist the Town Council in its business.
- b. The Ad Hoc Committee/Task Force shall be established by a Town Council resolution or ordinance for a specific purpose that expires upon the completion of its assigned task(s) or according to a specified deadline.
- c. Any existing ad-hoc committee or any other subgroup not created or required by resolution or ordinance shall cease to exist upon adoption of this policy.

## 10. PROCEDURES ADMINISTRATION

### 10.1 BIENNIAL REVIEW OF TOWN COUNCIL RULES OF PROCEDURE

The Town Council will review and revise, if deemed necessary, the Town Council Rules of Procedure as needed, and at a minimum, every two (2) years.

### 10.2 ADHERENCE TO PROCEDURES

During Town Council discussions, deliberations and proceedings, the Presiding Officer has been delegated the primary responsibility to ensure that the Town Council, staff and members of the public adhere to the Council's adopted Rules of Procedure.

### 10.3 TOWN ATTORNEY AS PROCEDURE ADVISOR

The Town Attorney assists the Mayor and Town Council as a resource and as an advisor for interpreting the Town Council's adopted Rules of Procedure.

### 10.4 APPLICABILITY OF RULES OF PROCEDURE

The Town Council Rules of Procedure shall also apply to the Town Council when sitting as other appointed entities or agencies. The role of Mayor and Mayor Pro Tem shall be interchangeable with the Chair and Vice Chair, or President and Vice President when sitting as another entity.

### 10.6 APPLICABILITY TO BOARDS, COMMISSIONS, CORPORATIONS, COMMITTEES (BOARDS)

#### a. Rules of Procedure

The Town Council Rules of Procedure are intended to serve as a guiding framework for the conduct of meetings and deliberations of the Town's boards, to the extent applicable.

Boards shall generally follow the same meeting procedures, standards of conduct, public hearing practices, and public comment rules set forth herein, unless otherwise provided by state law, Town ordinance, or the board's enabling resolution or bylaws.

In the event of a conflict, applicable state law, Town ordinance, or the board's enabling authority shall control.

#### b. Travel and Training

To the extent that travel or training funds are budgeted and authorized for a Town board, members of such bodies shall comply with the Town's travel and training requirements applicable to elected officials, as set forth in Exhibit A, "Town Council

Travel and Training Procedures,” unless otherwise provided by state law, Town ordinance, or the entity’s enabling authority.

All travel and training expenditures for boards must be Town-related, pre-approved in accordance with applicable procedures, and limited to available budgeted funds.

Nothing herein shall be construed to create an entitlement to travel or training funding for any board, nor to override any approval requirements established by the Town Council or the board’s enabling ordinance or resolution.

---

**EXHIBIT A**  
**Town Council Travel and Training Procedures**

The purpose of these Town Council Travel and Training Procedures is to establish clear, consistent, and fiscally responsible guidelines for travel and training undertaken by the Mayor and Town Council Members in the performance of official Town business.

**1. APPLICABILITY**

These procedures apply to the Mayor and Town Council Members when traveling, attending training, or incurring eligible expenses on behalf of the Town of Trophy Club.

**2. GENERAL PROVISIONS**

All travel and training must be Town-related, pre-approved, reasonable, necessary, and within budgeted Council allocations.

**3. APPROVAL PROCESS**

- a. All travel and training requests must be submitted with a written justification identifying the purpose of the activity, estimated costs, and its relevance to Town business.
- b. Requests shall be reviewed and approved by the Town Manager.
- c. If a request is denied, the Council Member may appeal the decision to the Mayor. If the request involves the Mayor, the appeal shall be made to the Mayor Pro Tem. The decision on appeal shall be final.
- d. Additional travel expenditures for Council Members selected to represent the Town at special events or in an official capacity beyond routine training must be approved by action of the Town Council at a posted meeting.

**4. ELIGIBLE AND INELIGIBLE TRAINING**

- a. Eligible training activities include conferences, seminars, workshops, and educational programs hosted locally, statewide, or nationally, as well as online educational seminars, provided the subject matter is directly related to municipal governance, public administration, or the functions of Town government.
- b. Travel and training funds shall not be used for credit classes at a college, university, or other institution designed to provide post-secondary degrees, academic credit, or degree-seeking programs.
- c. Council Members are encouraged to select training opportunities offered by recognized municipal and governmental organizations, including but not limited to:

- Texas Municipal League
- National League of Cities
- North Central Texas Council of Governments

This list is not exclusive and does not prohibit attendance at other qualifying training opportunities.

## **5. GENERAL PROVISIONS**

- a. Council Members traveling on behalf of the Town must use services and accommodation appropriate for official business. They are expected to travel in reasonable comfort while exercising sound judgement to differentiate between necessity and extravagance.
- b. All travel-related expenses, except for meals covered by a per diem, must be supported by original receipts whenever possible, along with appropriate documentation. If a receipt is unavailable, the Council Member must provide a signed and dated declaration of the expense.
- c. Tips or gratuities shall exceed 20% of the subtotal.
- d. Unauthorized travel will be at the Council Member's expense.

## **6. REIMBURSABLE AND NON-REIMBURSABLE EXPENSES**

Reimbursable and non-reimbursable expenses shall be governed by Town financial standards, including transportation, lodging, meals (per diem), parking, tolls, and documentation requirements. Alcoholic beverages and personal expenses are not reimbursable.

The following expenses are eligible for reimbursement, provided they meet the standard criteria of reasonableness and appropriateness.

- A. Conference or registration fees.
- B. Reimbursable expenses include:
  - (1) Transportation

Council Members may not be permitted to use municipal vehicles. Council Members should consider the most economical means of transportation.

- a. Airfare

The Town will cover coach or economy class airfare or the cheapest fare available with documentation. Fees for one checked bag are reimbursable, with additional baggage fees requiring Town Manager approval. When possible, air travel should be planned far enough in advance to take advantage of reduced fares. Private air carriers and charters are not reimbursable unless approved by the Town Manager, with documented cost savings or schedule requirements.

b. Vehicle Rental

The vehicle size should align with the number of passengers and luggage. If the Council Member elects to drive, and the distance is more than 250 miles one-way, the Council Member must request a car rental as the mode of transportation, unless the Council Member elects to fly. If the Council Member chooses to take his/her own vehicle, the Town will reimburse the Council Member for fuel receipts only.

c. Taxi/Ride Share

- Taxi and Ride Share services are reimbursable with receipt. The vehicle size should align with the number of passengers and luggage. Taxes and tips (not to exceed 20%) are eligible for reimbursement.
- Ride Share companies are acceptable for transportation to and from the airport. Parking at the airport may be approved for reimbursement.

d. Personal Vehicle

- If using a personal vehicle, and the travel is less than 250 miles one-way, mileage will be reimbursed at the prevailing IRS rate. A map must be submitted showing starting and ending points with the most direct route utilized for calculating the reimbursement amount.
- Council Members may not use a Town vehicle for travel unless riding with an employee who is assigned to that vehicle.
- The reimbursement amount for personal vehicle use to the airport is calculated from Town Hall.
- Mileage reimbursement applies to both local and out-of-town travel, with rates outlined in the **Local Mileage Reimbursement Form, Travel Authorization Form, and Travel Expense Report Form.**
- Point of Departure and Home Area Definition:
  - Reimbursement defaults to Town Hall.
  - Determination of travel mode based on distance:
    - If travel is less than 250 Miles (One-Way): Use personal vehicles or approved rentals is standard. Air travel may be approved at the Town Manager's discretion.
    - If travel is greater than 250 Miles (One-Way): Air travel is generally required unless an alternative mode is approved by the Town Manager. Lodging during transit is not reimbursable.

e. Toll Expenses

Toll expenses incurred during approved Town travel will be reimbursed when they are reasonable, necessary, and supported by a receipt or toll statement. However, if a more cost-effective route is available that does not significantly

increase travel time, Council Members are expected to use the more economical option.

## (2) Lodging

- a. Lodging expenses will be reimbursed at the lowest available rate (including flexible cancellation options) for appropriate hotels, motels, or other accommodation (excluding short-term apartments or rental houses unless pre-approved by the Town Manager).
- b. If lodging is needed for travel less than 50 miles from Town Hall, approval will be at the Town Manager's discretion.
- c. Late check-outs may be reimbursed were appropriate due to the event schedule.
- d. The Town will pay for a single occupancy room. If the room rate exceeds the single rate due to sharing with a family member, the Council Member will be responsible for paying the difference.
- e. Departure and return guidelines for approved lodging prior to an event or after an event:
  - If the Council Member would be required to depart prior to 8:00 am, the Town will typically cover the cost of lodging the night before the event.
  - If the Council Member would be required to return after 10:00 pm, the Town will typically cover the cost of lodging the night the event ends.
  - In no case shall lodging be authorized beyond the night before the event and/or the night the event ends.
  - Exceptions require Town Manager approval.

\*The Town is not exempt from Hotel Occupancy Tax, but Council Members should request government or conference rates when booking, if available.

## (3) Meals

- a. Meals and Incidental Expenses (M&IE) will be paid on a per diem basis for travel requiring an overnight stay.
- b. If an event requires the Council Member to travel outside of the Town and meets during lunch, and lunch is not provided, per diem for that lunch may be reimbursed at the Town Manager's discretion.
- c. The daily per diem allowance will be the rate established by the Government Services Administration (GSA) schedule or Department of State rate for international travel.
- d. The per diem rate will be based on the type (i.e. breakfast, lunch, dinner) and the location of the meal, and departure and return times.
- e. Per diem is not authorized for any meal provided by the host of the seminar/conference/class or hotel (such as complimentary breakfast).

- f. Per diem will be paid to Council Members after travel is completed, upon submission of a completed Travel Per Diem Request Form.
- g. A Reasonable Accommodation may be made for any Council Member with a disability. Council Member's requesting a Reasonable Accommodation must request it through the Human Resource Department prior to travel.
- h. The Town will not pay for meals between a Council Member and third parties without prior Town Manager approval.
- i. In order to be reimbursed for the cost of meals, travel must begin or end as shown in the following schedule:

<b>Meals</b>	<b>Departure on Initial Day of Travel</b>	<b>Return on Final Day of Travel</b>
<b>Breakfast</b>	<b>Before 7:00 a.m.</b>	<b>After 10:00 a.m.</b>
<b>Lunch</b>	<b>Before 11:00 a.m.</b>	<b>After 2:00 p.m.</b>
<b>Dinner</b>	<b>Before 4:00 p.m.</b>	<b>After 7:00 p.m.</b>

(4) Parking

- a. The Town will reimburse for airport parking, hotels involving an overnight stay, conference parking, and other reasonable business-related parking.

(5) Incidentals

- a. The incidental per diem covers fees and tips given to porters, baggage carriers, bellhops, hotel staff, and staff on ships, while meal rates cover the actual cost of meals, including gratuities. These items will not be reimbursed beyond the per diem amount.

C. Non-reimbursable expenses

The Town will not reimburse the following expenses during a Council Member's travel. Any exception must be pre-approved by the Town Manager.

- (1) Alcoholic beverages,
- (2) Personal entertainment, such as movies or sightseeing,
- (3) Unauthorized room service charges,
- (4) Fines, traffic tickets, or penalties during travel,
- (5) Laundry/dry cleaning,
- (6) Shoe shining,
- (7) Haircuts,
- (8) Magazines and Books,
- (9) In-Room Movies,
- (10) Tours,
- (11) Limousines,

- (12) Valet Parking if standard parking is available,
- (13) Spouse or other family expenses, and
- (14) Any extracurricular conference outings or events, such as golf, entertainment venues, concerts, etc.
- (15) All other expenses reasonably determined to be personal expenses or of personal benefit or entertainment to the Council Member.

**7. DOCUMENTATION AND REIMBURSEMENT**

Council Members must submit required forms and receipts in accordance with Town financial procedures to ensure timely and accurate reimbursement.

**8. ETHICAL AND COMPLIANCE REQUIREMENTS**

All travel and training expenditures must comply with the Town’s Code of Ethics and Conduct and all applicable state and federal laws governing the use of public funds. Council Members must avoid conflicts of interest and ensure public funds are spent responsibly. Any misuse of travel funds may include reimbursement of unauthorized expenses. Travel cannot be accepted when provided by vendors for attendance at specific trainings or conference events.

**9. ADMINISTRATION**

These procedures shall be administered by the Town Secretary and the Finance Department. Where these procedures are silent or require interpretation, the Town Manager’s interpretation shall control, subject to applicable law.

**10. EFFECTIVE DATE**

These procedures shall take effect upon adoption by the Town Council and may be amended by action of the Town Council.



## TOWN COUNCIL COMMUNICATION

---

**MEETING DATE:** January 12, 2026

**FROM:** Tammy Dixon, Town Secretary

**AGENDA ITEM:** Consider a resolution adopting an updated Town of Trophy Club Boards and Commissions Manual and providing for amendments. (Tammy Dixon, Town Secretary)

---

**BACKGROUND/SUMMARY:** Following the recent update to the Town Council Rules of Procedure, Town staff conducted a cursory review of the Town of Trophy Club Boards and Commissions Manual ("Manual") to ensure consistency and alignment. Because Town boards and commissions generally do not adopt their own standalone rules of procedure, staff identified the need to clarify that the Town Council Rules of Procedure may be used as a guiding framework for board and commission meetings and related administrative practices.

As part of this review, staff also identified several additional minor clarifications to improve accuracy within the Manual. The proposed amendments include:

- **Rules of Procedure:** Clarifies that Town Council appointed boards and commissions may use the Town Council Rules of Procedure as a guiding framework for meeting conduct, administrative practices, and procedural matters, while retaining Robert's Rules of Order as a parliamentary reference where applicable.
- **Representation:** Clarifies when board and commission members may speak in their individual capacity as residents or citizens and distinguishes such participation from representing an official board or commission position.
- **Building Standards Commission:** Updates the board description to reflect that the Building Standards Commission is comprised of the same members appointed to the Zoning Board of Adjustment.
- **Tax Increment Reinvestment Zone (TIRZ) Board:** Updates the board description to reflect that the TIRZ Board is comprised of the same members appointed to the Economic Development Corporation.

**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. Exhibit A: Boards and Commissions Manual Redline

**ACTIONS/OPTIONS:**

Staff recommends that the Town Council move to approve the resolution adopting an updated Town of Trophy Club Boards and Commissions Manual and providing for amendments.

**TOWN OF TROPHY CLUB, TEXAS  
RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, REPEALING RESOLUTION 2024-04; ADOPTING AN UPDATED TOWN OF TROPHY CLUB BOARDS AND COMMISSIONS MANUAL; PROVIDING FOR AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Trophy Club, Texas (the “Town”) recognizes the importance of citizen involvement in local government through service on Town Boards and Commissions, which provide essential advisory and quasi-judicial functions to the Town Council and Town Staff; and

**WHEREAS**, the Town Council previously adopted Resolution 2024-24, adopting the “Boards and Commissions Manual”; and

**WHEREAS**, the Town Council has determined that certain clarifications and updates to the Boards and Commissions Manual are necessary to improve consistency, avoid ambiguity, and ensure the Boards and Commissions Manual accurately reflects current practices; and

**WHEREAS**, the proposed amendments clarify representation provisions to distinguish when board and commission members are speaking in an individual capacity, establish the applicability of the Town Council Rules of Procedure as a guiding framework, and update board descriptions to accurately reflect current membership structures; and

**WHEREAS**, the Town Council finds and determines that the updated Boards and Commissions Manual will be beneficial to the Town and promote the general health, safety, and welfare of the Town’s residents.

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

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

**Section 2.** The Town Council hereby repeals Resolution No. 2024-24 “Boards and Commission Manual” and adopts the amended “Boards and Commission Manual”, which is attached to this Resolution as **Exhibit A**.

**Section 3.** This Resolution shall take effect from and after its date of passage in accordance with law.

**PASSED and APPROVED** by the Town Council of the Town of Trophy

Club, Texas, on this 12<sup>th</sup> day of January 2026.

---

Jeannette Tiffany, Mayor

ATTEST:

---

Tammy Dixon, Town Secretary

APPROVED AS TO FORM:

---

Dean Roggia, Town Attorney

EXHIBIT A

**TOWN OF TROPHY CLUB  
BOARDS AND COMMISSIONS MANUAL**



BOARDS AND COMMISSIONS  
**MANUAL**  
~~2024~~ 2026

PROCEDURAL MANUAL

This Boards and Commissions Manual provides information about applying for and serving as a member of a Trophy Club Board or Commission. It outlines the roles and responsibilities of board members in relation to the Trophy Club Town Council, Town staff, and the community.

Adopted by Resolution 2026-XX  
(Date)

# INTRODUCTION

## GRATITUDE AND APPRECIATION

The Town Council of Trophy Club encourages and deeply appreciates our dedicated citizens who serve on Boards, Commissions, and Corporations. Serving on a board or commission can be a rewarding experience for community service-minded residents, offering an excellent opportunity to participate in the functioning of local government and to personally contribute to shaping the future of Trophy Club. Making local government effective and responsive is everybody's responsibility.

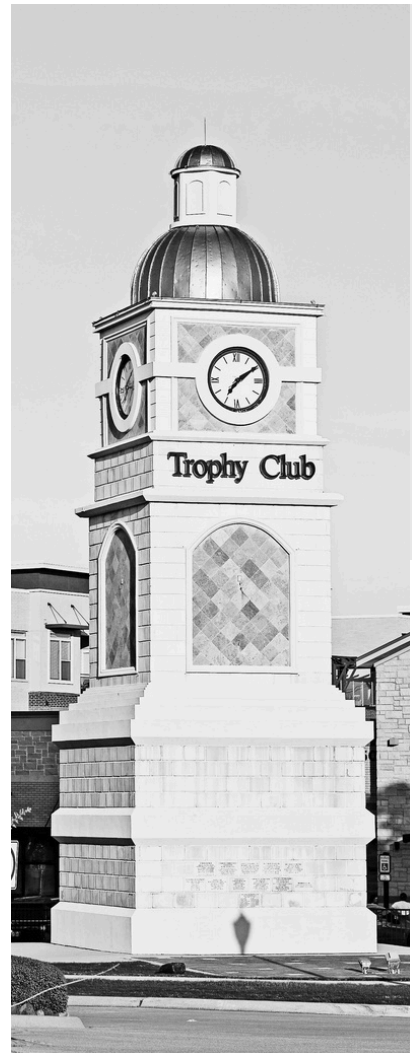
Throughout this manual, references to “board(s)” should be interpreted to also mean “commission(s),” “corporation(s),” and “committee(s).”

As a board member, you perform a public service to the Town, with both the obligation and opportunity to provide valuable input. This requires a thorough understanding of your role and a willingness to engage constructively with the public, elected officials, and Town staff.

This Boards and Commissions Manual provides information about applying for and serving as a member of a Trophy Club Board. It outlines the roles and responsibilities of board members in relation to the Trophy Club Town Council, Town staff, and the community. While no single document can cover all aspects of serving on a Town board, this manual consolidates various topics and regulations for quick reference. It is not intended to answer every question or address every situation you may encounter as a board member. Your experience may lead to suggestions for improving this manual in future editions, and we welcome your input.

This manual has been adopted by resolution of the Town Council and will be updated periodically. If any provision of this manual conflicts with any Town Ordinance or the Town Charter, the Ordinance or Charter shall prevail.

Thank you for your interest in serving your community! Your efforts will continue to make Trophy Club “A Great Place to Call Home.”



# GOVERNMENT STRUCTURE

The Trophy Club Town Charter, adopted in 2004, serves as the basic governing authority of the Town.

## HOME RULE CHARTER

The Trophy Club Town Charter, adopted in 2004, serves as the basic governing authority of the Town. It determines the form of municipal government, the composition, and powers of the Town Council and establishes the legal framework necessary for the Town to function. The Charter provides for municipal functions under the council-manager form of government. Under this system, the Town Council serves as community leaders and policymakers, while a professional manager oversees the daily operations of the Town.

## TOWN COUNCIL

The Town Council consists of a mayor and six council members who together serve as the legislative body of the Town. All members are elected at large and serve three-year terms, with no more than two consecutive terms.

The mayor presides over Town Council meetings, acts as the community spokesperson, and facilitates communication and understanding among elected officials. As a member of the Town Council, the mayor is entitled to vote.

Council members are policy makers elected to represent the entire community, focusing on addressing citizens' needs and wishes. As the legislative body, they are the community decision-makers, responsible for approving the budget and determining the tax rate. The council concentrates on community goals, major projects, and long-term considerations such as community growth, land use development, capital improvement plans, and strategic planning.



# GOVERNMENT STRUCTURE

## TOWN MANAGER

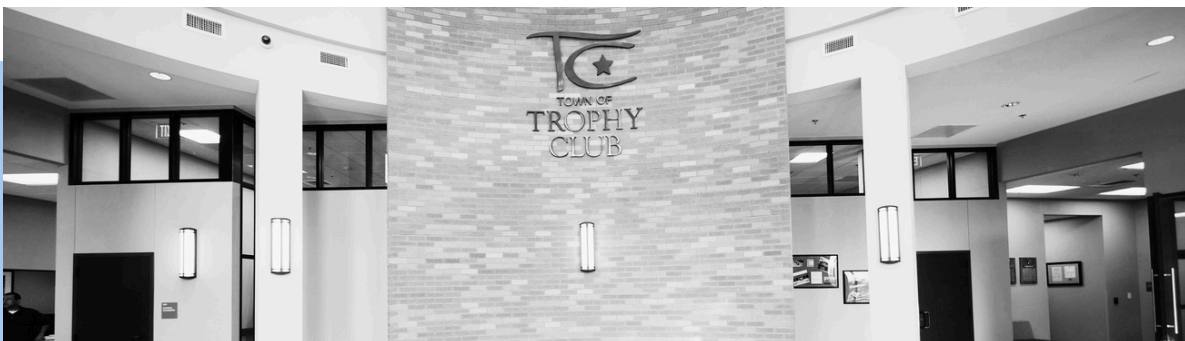
Appointed by the Town Council, the Town Manager is the chief administrative officer of the Town. The Town Manager oversees administrative operations, implements Town Council policies, and advises the Town Council on matters brought before them for consideration. Responsibilities include preparing the Town's annual budget for the Council's review and approval, recruiting, hiring, and supervising Town staff, and serving as the Council's chief adviser by providing objective information on policy matters. Additionally, the Town Manager makes policy recommendations to the Council, which the Council may adopt, modify, or reject.

## TOWN SECRETARY

The Town Secretary is a statutory position required by state law and the Town Charter and is appointed by the Town Council. The Town Secretary provides legislative and administrative support to the Town Council and Town Manager. Additionally, the Town Secretary serves as the Records Management Officer, oversees the Boards and Commissions appointment process, administers all regular and special elections, prepares and posts Town Council meeting agendas and minutes, and maintains the official records of the Town.

## TOWN ATTORNEY

The Town Attorney is appointed by the Town Council and serves as the legal advisor, representing the Town's legal interests and rights. The Town Attorney attends Town Council meetings and other Board meetings when needed. Questions regarding legal matters should first be directed to the board liaison to determine if a consultation with the Town Attorney is necessary.



# BOARDS + COMMISSIONS

## ABOUT

The Town of Trophy Club has over eighty individuals serving on nine boards, commissions, and committees, all of whom assist in local government functions. Many of these bodies are advisory to the Town Council, while others have distinct responsibilities established by law.

Each board receives staff support from a specific Town department, which assists in preparing agendas, maintaining minutes, and keeping attendance records.

In addition to the boards and commissions established by the Town Charter, the Town Council has the authority to create additional boards and commissions to advise on various issues. These bodies may be referred to as “commissions,” “corporations,” or “districts,” with members known as “commissioners” or “directors.” However, for the purposes of this manual, any reference to a “board” shall also include “commissions,” “corporations,” and “districts,” as well as their members.



# BOARDS + COMMISSIONS

## HOW DO BOARDS OPERATE?

Each board receives its charge from the Texas statutes and/or from a Town ordinance or resolution establishing the board. The Town Council may, from time to time, ask a board to consider specific items not in conflict with existing laws.

Boards must ensure that all actions align with the Town of Trophy Club's goals, objectives, adopted plans, and policies. As a board member, you represent the Town and are required to abide by all applicable rules and laws governing ethical behavior.

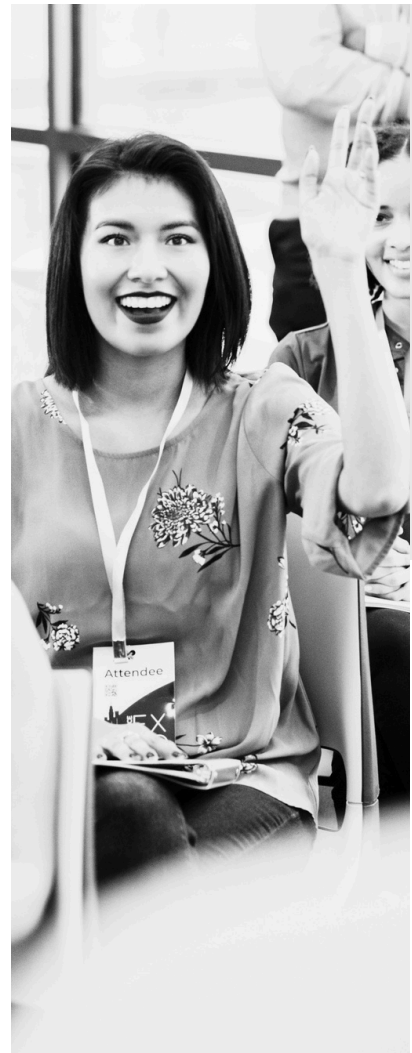
All new appointees are orientated by the Town staff liaison. The Town staff, the Texas Municipal League, and other training organizations may provide additional training sessions for board members. The Town Council encourages members to take advantage of these opportunities.

No board member who is not present at a meeting shall be allowed to vote by proxy.

The board must comply with open meeting laws, including the for public notice of meetings. With limited exceptions, board meetings must be open to the public, and public notices of each meeting must be posted at least 72 hours prior to the meeting.

To conduct official business at a regular or special meeting, a quorum of the board must be present. In the absence of a rule, bylaw, or statute providing otherwise, a quorum is defined as more than half of the board members, not counting vacant seats. If a quorum is absent at any meeting, the chair must postpone the meeting until a quorum can be present, provided adequate notice is given pursuant to open meeting laws. If there is a quorum present, and both the Chair and the Vice-Chair are absent, the Board Members present may agree upon a Board Member to preside and serve as temporary Chair.

Some boards may have standing committees or ad-hoc committees consisting of fewer members than a quorum. These committees are not required to post notices of meetings or take minutes. However, their purpose is to study an issue and report back to the board as a whole.



# BOARDS + COMMISSIONS

## QUALIFICATIONS



Applicants for Boards must be United States citizens, residents of Trophy Club for at least six months, and registered voters at the time of appointment. The Town Council may, for good cause shown, waive the voter registration and/or length of residency for an applicant, except where restricted by State Law.

The knowledge, skills, and technical expertise of applicants may be a consideration in the appointment process.

If a member's residency status temporarily changes for up to six months during their term or reapplication period, they may request a review by the Council. If this temporary change does not violate any Charter or state laws, the Council may authorize the member's continued service or reappointment until they return to permanent residency status.

## APPOINTMENT PROCESS

### 01. Applications Received

All applications received, including those from incumbents, are reviewed and considered for interviews by the Town Council Appointments Committee, which is comprised of three Town Council Members appointed each June. The Committee interviews applicants and makes recommendations to the full Council regarding appointments to all Boards. Interviews are typically conducted in July and August, with appointments made in September and terms beginning on October 1. The Committee also considers applicants during the year in the event of mid-year vacancies.

### 02. Attend Meetings

Applicants are encouraged to attend several meetings of a board prior to applying and/or being appointed to a board.

### 03. Open Seats and Applicants

The Council strives to provide opportunities for as many interested residents as possible to serve on the Town Boards. However, if the number of open seats exceeds the number of qualified applicants, the Council may allow a person to serve on more than one Board.

### 04. Exception

The Building Standards Commission (BSC) and the Zoning Board of Adjustment (ZBA) do not meet regularly but only as needed. Therefore, the Council utilizes a dual appointment process for these bodies. The BSC shall be comprised of the members of the ZBA.

# BOARDS + COMMISSIONS

## TERMS/VACANCIES/RESIGNATIONS

Members are typically appointed to a two-year term with no term limits, with terms beginning in October. All board members serve at the pleasure of the Town Council and may be removed before their term expires. Terms are staggered, with the Town Council making annual appointments to replace members whose regular terms expire yearly. A member shall serve until the expiration of their term or until a successor is appointed, whichever occurs later unless otherwise provided by law. Reappointment to a second term is not automatic, and a new application is required for consideration.

Exception: Members of the Zoning Board of Adjustment may only be removed when their term has expired or for cause on a written charge after a public hearing (GC 211.008).

Vacancies generally occur when a member resigns or moves out of Town. Board members should notify their staff liaison or staff contact immediately once a vacancy is confirmed. The staff person will inform the Town Secretary's office, which will notify the Town Council Appointments Committee of the vacancy. A replacement will be appointed promptly if the vacancy creates a hardship in the board's ability to conduct business or if it occurs early in the fiscal year. Otherwise, a replacement may be delayed until the Town's annual board process in the fall. Vacancies, if filled, will be for the remainder of the vacated term.





# RESPONSIBILITIES BOARD MEMBERS & STAFF

## OATH OF OFFICE & ANTI-BRIBERY STATEMENT



All appointed and reappointed board members are required to take the oath of office and sign the anti-bribery statement, as mandated by the Texas Constitution.

Assuming the duties of office before taking, subscribing, and filing the oath of office may result in removal from office.

## ATTENDANCE

The Town Council values your viewpoint and takes your appointment, attendance, and involvement on a board seriously. They ask that you take your role with the same level of seriousness.

Effectiveness as a board member requires regular attendance. The Town Council understands that board members have careers and other responsibilities, but due to the importance of citizen boards, the Council asks that all members, including alternates, make every effort to attend all meetings.



## ATTENDANCE CONT.

If a board member misses three consecutive regular meetings without notifying the Staff Liaison, or if the reason for absence is deemed invalid, the Staff Liaison will inform the Town Secretary, who will then advise the Town Council Appointments Committee for review. If maintaining regular attendance becomes difficult, consider whether you have sufficient time to be an effective member.

Attendance of all members shall be recorded by the Staff Liaison or board secretary and provided to the Town Secretary annually upon request.

# RESPONSIBILITIES BOARD MEMBERS & STAFF



## OPEN MEETINGS ACT AND PUBLIC INFORMATION ACT TRAINING

The Open Meetings Act and the Public Information Act impose mandatory open government educational sessions on elected and appointed officials. Each board member is required to take this training within 90 days after their appointment or reappointment. Training videos are available online at [www.oag.state.tx.us](http://www.oag.state.tx.us).



## EXTERNAL TRAINING

Additional training opportunities may be available through regional governmental organizations such as the North Central Texas Council of Governments, the Texas Municipal Clerks Association, or the Texas Municipal League. The Town Secretary's office or staff liaison will inform board members about relevant opportunities based on availability and funding.

# RESPONSIBILITIES BOARD MEMBERS & STAFF



## ELECTION OF CHAIR/VICE CHAIR

Procedures for the election of a chair and vice chair (officers) are designed to ensure that meetings are conducted in an orderly manner. Except as otherwise provided by state or federal law, Town Charter, or Town ordinance or resolution, the election of officers for Town Council-appointed boards will be as follows:

- 1** The Town Council has the sole authority to appoint the chair and, in some instances, the vice-chair for certain boards (e.g., Planning & Zoning Commission, Tax Increment Reinvestment Zone, Zoning Board of Adjustment). All other chairs and vice-chairs will be elected by voting board members.
- 2** For boards that elect officers, elections shall be held annually as soon as practicable after the annual appointment process. If, for any reason, the chair or vice-chair vacates their seat, an election should be held by the voting members to fill the unexpired term. A temporary chair may be selected by the board. The chairperson presides over the meetings and is entitled to vote.

## ROLE OF A CHAIR/PRESIDENTS

The Chair/President serves as the leader of the board, responsible for ensuring efficient and meaningful operations. This includes clarifying roles, conducting efficient meetings, and ensuring that necessary information is readily available to create a positive working environment.

The board bylaws or rules of order may grant specific authority to the Chair/President. Generally, the Chair/President, or in their absence, the Vice Chair, has the following duties:

- 1** Presides at Meetings: Leads all board meetings, ensuring the board's work is accomplished. The Chair must control the meeting to prevent irrelevant, repetitive, or unproductive discussions while ensuring all viewpoints are heard and considered fairly and impartially. The Chair cannot make rules related to meeting conduct or procedures without full board approval.
- 2** Signs Correspondence/Documents: Signs correspondence and documents on behalf of the board.
- 3** Represents the Board: Represents the board before the Town Council.

The Chair/President and Staff Liaison are responsible for ensuring that the board's proceedings fulfill the direction provided by the Council in a timely manner, with appropriate information and context.

Before undertaking any project or initiative that requires funding beyond the approved Town budget, the initiative must be submitted to the Staff Liaison for action by the Town Manager.



# RESPONSIBILITIES BOARD MEMBERS & STAFF



## ROLE OF AN ALTERNATE

Alternates serve as voting members in the absence of a regular member. In determining which alternate member shall serve in the absence of a regular member, alternates will be selected in order of place number. If, for any reason, alternate member #1 is unable to serve, alternate member #2 shall serve, and so forth.

Alternates are encouraged to attend all meetings to remain apprised of the board's work but may not participate unless serving in the absence of a regular member.

## GENERAL PUBLIC INTERACTION

Board members have an obligation to consider the welfare of the entire Town, to be fair, objective, and courteous, and to ensure due process to all who come before them. While public opinion should be sought, no board member should allow their judgment to be unduly influenced by the criticism of those attending the meetings.

Communications from the public to boards should be received and relayed to the board through the staff contact. Staff is responsible for including all communications received in the agenda packet according to publication deadlines. Official responses to citizen inquiries must be approved by the full board and sent via staff.

The roster of board members is a public document and includes the name, residential or mailing address, and either a home or business phone number of each board member. Board members may interact with the public; however, if contacted by the public outside a meeting, they should encourage citizens to send their comments to staff for distribution to all board members.



# RESPONSIBILITIES BOARD MEMBERS & STAFF

## REPRESENTATION, CONTACTS, AUTHORITY OF BOARD MEMBERS

**REPRESENTATION:** Individual board members may not represent the board before the general public unless authorized by the Town. When appearing in a private capacity before other boards, outside agencies, the media, or the general public, the board member must clearly indicate that they are speaking as a private individual, not as an official representative.

Nothing in this section is intended to prohibit a board member from speaking during public comment or otherwise participating in public discourse as a private citizen, provided the member does not state or imply that their comments represent the position or action of the board or commission.

**AVOIDANCE OF CONTACTS AND INDIVIDUAL DISCUSSIONS:** It is not uncommon for applicants, opponents, or their representatives to approach individual members to solicit support or disapproval of a pending issue. Members of the Building Standards Commission, Zoning Board of Adjustment, and Ethics Commission must decline these individual contacts.

**REQUESTS FOR SPONSORSHIPS, DONATIONS, AND AGREEMENTS WITH VENDORS:** Unless acting jointly with a Staff Liaison and pursuant to the direction of their respective board, members do not have the authority to seek donations, make agreements with vendors, or give the impression that they are acting as an agent for the Town. Furthermore, board members are not permitted to obligate any Town funds or enter into any agreements without prior written approval from the Town Manager. All actions requiring the obligation or expenditure of funds shall be in accordance with the applicable approved budget.



# RESPONSIBILITIES BOARD MEMBERS & STAFF

## ROLE OF STAFF LIAISON

The Town Manager assigns a staff liaison to work with each board. A staff liaison serves as a resource for the board, answering questions and providing general assistance.

Board members do not have authority over the work program of Town staff. The liaison acts as an information resource and provides technical assistance to the board. Board members may not direct Town staff in their board-related activities, nor can they assign projects or direct staff work. A board may request staff assistance on various projects; however, the Town Manager must approve all requests that create a substantial demand for a work product.



## STAFF LIAISON RESPONSIBILITIES:

**01.** Preparing and providing meeting calendars, agendas, staff reports, and supporting information to the board members prior to meetings.

**02.** Ensuring compliance with the Texas Open Meetings Act.

**03.** Responding to board member or public requests for information related to the business of the board.

**04.** Taking meeting minutes, as applicable.

# RESPONSIBILITIES BOARD MEMBERS & STAFF

## RULES OF PROCEDURE

Some boards establish their own rules and procedures to govern their operation. These rules will be discussed in detail with your staff liaison or staff contact.

Every open meeting will include a public comment section on the agenda.

The Texas Open Meetings Act restricts members of the governing body or board from discussing items not posted on the agenda. If a topic is not a posted agenda item, actions or responses to a speaker's remarks by members of the governing body or board are limited to either a statement of fact, a recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.

~~The Town Council has adopted Robert's Rules of Order to serve as a guide on all questions of procedure not addressed by provisions of the Town Charter or contained within the Code of Ordinances. In the event of a conflict between the Charter or Code of Ordinances and Robert's Rules of Order, the Charter and/or Code of Ordinances shall prevail.~~

Applicability of Town Council Rules of Procedure: Unless otherwise governed by state law, the Town Charter, a Town ordinance/resolution, or duly adopted board or commission bylaws, Town Council appointed boards shall use the Town Council Rules of Procedure as a guiding framework for meeting conduct, administrative practices, and procedural matters. Robert's Rules of Order shall serve as a parliamentary guide on procedural questions not otherwise addressed by the Town Charter, Code of Ordinances, Town Council Rules of Procedure, or applicable board bylaws.

## MINUTES

The staff liaison will take meeting minutes in a form consistent with Town Council meeting minutes. The minutes will be presented for approval by the members present at the next meeting, with revisions, corrections, or amendments made at that time.

## COMMUNICATION WITH TOWN COUNCIL

Staff liaisons will seek input from boards for work topics and priorities for council discussion and consideration during their annual strategic planning session.

At the request of the Town Council, boards may occasionally participate in a joint work session with the Town Council when more immediate feedback or input on a topic is needed.

Some boards are required to provide annual reports to the Town Council. Other boards may be periodically asked to report on their activities, accomplishments, projects, and initiatives.

Board members are encouraged to first contact their staff liaison regarding policy matters that fall within the scope and purpose of the board. The mayor or any member of council may also be contacted individually or collectively at [MayorandCouncil@trophyclub.org](mailto:MayorandCouncil@trophyclub.org).



# RESPONSIBILITIES BOARD MEMBERS & STAFF

## BEING AN EFFECTIVE BOARD MEMBER

The role of a board member is to bring their experience and insight to the board, deliberating with other members to reach decisions that fulfill the board's purpose in the best interest of the citizens it serves, and in accordance with applicable laws. Several strategies can help you be an effective board member:

### BE PREPARED

Reading your agenda packet before the board meeting is essential. Thorough preparation enhances your ability to actively participate.

### ASK QUESTIONS

Board members are not expected to know everything. When policy is discussed or decisions are deliberated, ask questions to facilitate learning. Seek clarification from those presenting during the meeting.

### KNOW THE LAW

New regulations are continually revised and updated. Stay informed about changes that impact the board you serve on.

### MAINTAIN FOCUS

Being a board member requires attentiveness and openness to learning new things. Remain engaged in the meeting and avoid distractions such as smartphones and other devices.

# RESPONSIBILITIES BOARD MEMBERS & STAFF

## BEING AN EFFECTIVE BOARD MEMBER

### BE COURTEOUS

Every member's contribution is significant. Treat all members equally and with respect when sharing thoughts, ideas, and suggestions, as these viewpoints are crucial for the decision-making process.

### BE PUNCTUAL

Make every attempt to arrive on time for meetings and inform your board liaison if you will be absent. Unexpected absences can cause a meeting to be cancelled if not enough members are present to establish a quorum. As a courtesy of your fellow board members and the public, please provide advance notice of any absences.

### ACTIVE PARTICIPATION

Passivity breeds inactivity. Rather than simply reacting, be pro-active in your thinking. Asking appropriate questions, requesting important information, and participating in discussions will enhance your effectiveness as a board member.

### WATCH/LISTEN

Reviewing materials or videos from prior meetings can help familiarize you with topics before the board. Board meetings are either streamed live or audio recorded, and archived at [www.trophyclub.org/agendas](http://www.trophyclub.org/agendas).

There are many ways you can have a successful board meeting; these are just a few. Consider your actions, how you present yourself, and how you represent the Town as these factors impact your board's effectiveness.

You have been appointed to help the Town Council make informed decisions for the citizens of Trophy Club. As a public official, you have certain responsibilities and must abide by specific rules.

## SECURITY

There are security measures in place at Town Hall should the need ever arise. Your staff liaison can provide an overview of these measures, as well as the evacuation plan.

# ETHICS AND CONFLICTS

## ETHICS

The Town Council has adopted an ethics policy that applies to all council members and appointed Town officials, including board members. For detailed information about the Town's Code of Ethics, please [click here](#). It is important to familiarize yourself with these regulations.

## CONFLICTS OF INTEREST

The State's conflict of interest law, Chapter 171 of the Texas Government Code, although only applicable to officers of the Town, has been made applicable to all board members by practice. However, penal provisions of Chapter 171 are not applicable to advisory board members.

Chapter 171 requires a board member with substantial interest in a business entity or real property to file an affidavit with the staff liaison and abstain prior to a vote or decision on any matter involving the business entity or real property if the action on the matter will have a special economic effect on the business entity distinguishable from the effect on the public, or if it is foreseeable that the action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public. For example, the Attorney General (AG) has opined that a special economic effect on the value of real property distinguishable from the effect on the public exists when a Planning and Zoning board member has an interest in real property located within 200 feet of property being rezoned. However, the AG made it clear that these evaluations are highly fact intensive. Ask yourself the question, will this action before my board affect the value of my real property in a manner that is different from the public at large?

- 1** You have a substantial interest in a business entity if:  
You own 10 percent or more of the voting shares of the business entity or own either 10 percent or more or \$15,000 or more of its fair market value;
- 2** You received funds from the business entity exceeding 10 percent of your gross income for the previous year.



# ETHICS AND CONFLICTS

## CONFLICTS OF INTEREST CONT.

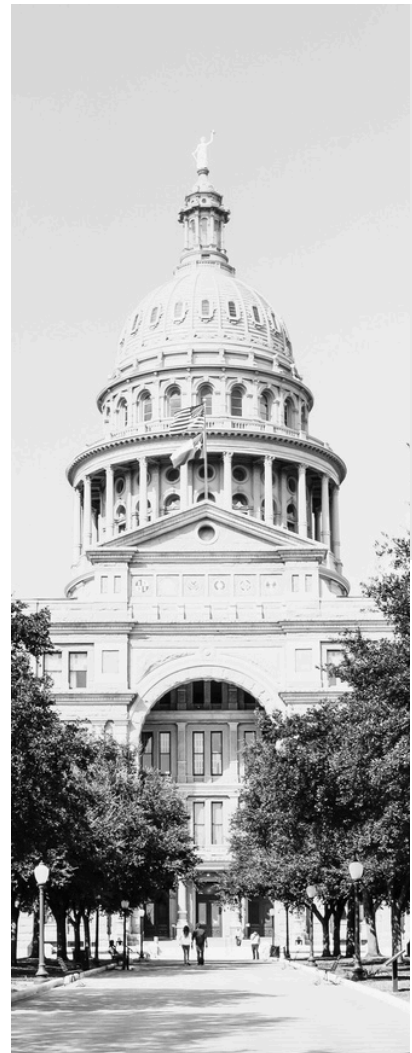
You have a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

You have a substantial interest if your close relative within the first degree of consanguinity and affinity has a substantial interest.

A violation of chapter 171 is a Class A misdemeanor.

## APPEARANCE OF CONFLICT

There are times you will have a perceived conflict of interest even though it is not a conflict that is prohibited by law. In those cases, you should make a judgment call as to whether you should abstain from the matter. If you think the perceived conflict affects your ability of independent judgment or there is a strong appearance that you lack the ability to remove yourself from the perceived conflict in making a decision, you should carefully consider whether abstention is appropriate. Often, these are difficult judgment calls for which there are no absolute right answers. In making your decision, you should weigh the harm of participating against your general duty to serve on the board. You have a duty to participate and vote on all matters that come before the board, unless you have a conflict, or you lack information to decide the issue. Do not hesitate to consult with the Town Attorney's office for guidance.



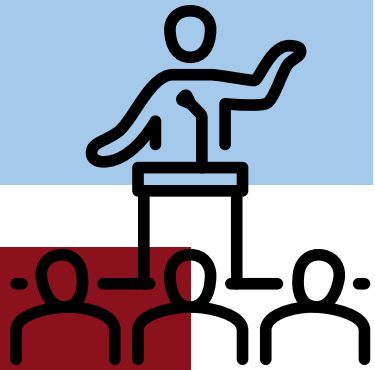
# ETHICS AND CONFLICTS



## CHAPTER 176 CONFLICTS DISCLOSURE

Chapter 176 of the Texas Local Government Code requires you to file a Conflict Disclosure Statement with the Town Secretary if you or your family member:

- A** Has an employment or business relationship with a Town contractor or vendor that results in taxable income.
- B** Received or accepted one or more gifts from a Town contractor or vendor (excluding gifts of food, lodging, transportation, or entertainment accepted as a guest) with an aggregate value of \$250 in the preceding 12 months. You are required to file the form within seven days after you become aware of the relationship with the Town. The Conflict Disclosure Statement is signed under penalty of perjury, and it is a Class C misdemeanor to fail to timely file the form. However, it is a defense to prosecution if you file the Conflict Disclosure Statement not later than the seventh day after you receive notice of violation. Therefore, you have two chances to comply.



## INCOMPATIBILITY OF OFFICE

The common law doctrine of incompatibility of office prohibits you from holding two conflicting public offices. You cannot hold another public office that conflicts with your duties on the board. Because this is a very fact-sensitive issue, you should contact the Town Secretary, who will consult with the Town Attorney's office if you hold another public office. It is important to do this before serving as a governmental board member, as your acceptance of appointment may result in the automatic forfeiture of your other public office.

# TEXAS OPEN MEETING ACT

Town boards must comply with the Texas Open Meetings Act (the “Act”) ([Government Code Chapter 551](#)). There are exceptions for some recommending boards or committees based on their duties or structure.

The act generally requires that meetings of a governmental body be public. Written notice must be given of dates, times, and locations of all meetings. Minutes of each meeting must be taken, and a record of votes and decisions must be kept as a public record. The board liaison will ensure the agenda is properly posted and minutes are taken, as applicable. Criminal penalties exist for holding an unauthorized closed meeting for boards with decision-making authority.

When a quorum is anticipated in any place where Town business is being discussed, the meeting should be posted as a precautionary measure to avoid the accusation of attempting to conduct Town business privately. Board discussion during meetings should be limited to only those items listed on the posted agenda. Discussing or taking action on items not posted on the agenda would be considered a violation of the act. The Open Meetings Act does not apply to purely social gatherings, conventions, or workshops. Any specific questions or issues should be referred to the Town Attorney’s office through the staff liaison.

All board members are required to complete Texas Open Meetings training within 90 days of their appointment.

For more detailed information about the Act, including what constitutes a meeting, notices, open/closed session rules, and penalties and remedies for violations click on the following link for the Texas Open Meetings Act Handbook produced by the Texas Attorney General.

Per Town Charter, Section 3.11 (c), citizens of the Town shall have a reasonable opportunity to be heard at any meeting.

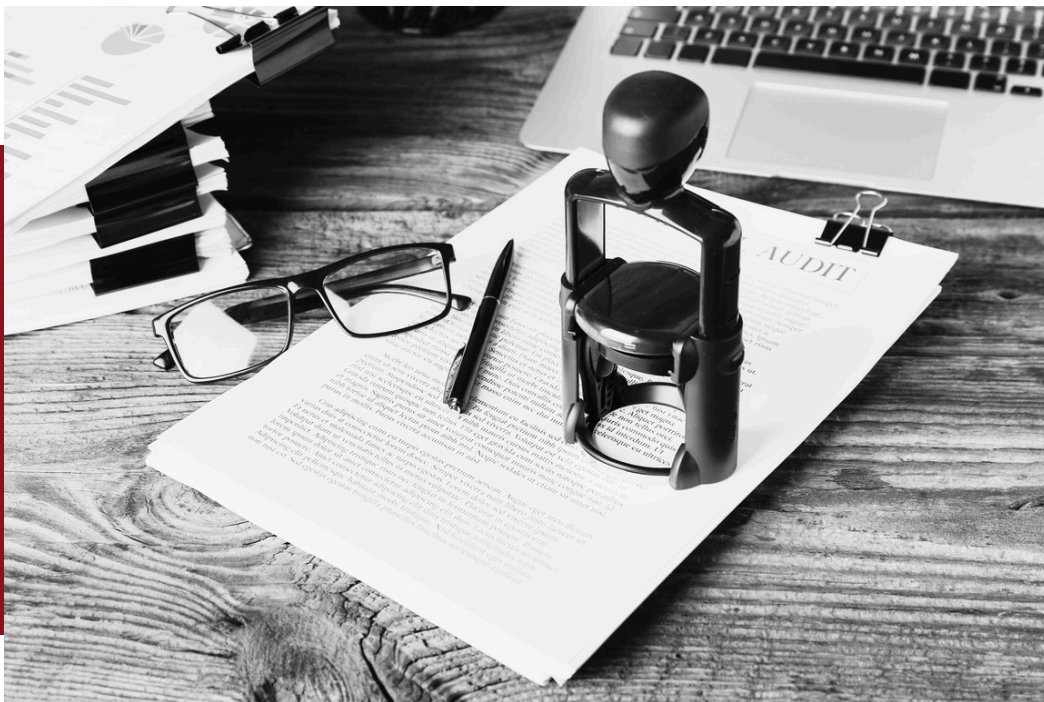


# PUBLIC INFORMATION ACT

The Texas Public Information Act (the “Act”), provides all public records must be open to inspection and copying unless otherwise made confidential by law. All board members are subject to the Act. For this reason, it is a good approach to always presume that the public has access to the contents of board files and records, including email, text messages, and social media as it relates to Town business. Treat the contents of all communication in a professional manner.

Rule of Thumb: Ask yourself, would I want to see what I wrote in the local paper, posted in social media, or recited during a public meeting?

As part of your orientation as a new board member, and in accordance with Government Code 552.024, you will be asked to complete a form that indicates your preference as to what information you would allow the public access to as it relates to home address, home telephone number, emergency contact information, or that reveals whether the person has family members. This form should be completed and signed no later than the 14th day after the appointment.



# BOARDS AND COMMISSIONS LISTINGS

Each Town board is listed below along with a link to its webpage. The webpage provides information on its creating authority, description, composition, meeting schedule, staff liaison information and current listing of members.

## ANIMAL SHELTER ADVISORY BOARD

The Animal Shelter Advisory Board is charged with working with staff to set standards for the town's animal shelter and the care of animals, and to provide periodic reports to the Texas Department of Health. The board meets 3 times annually. [Click here for the Animal Shelter Advisory Board webpage](#)

## BUILDING STANDARDS COMMISSION

The Building Standards Commission hears and determines cases concerning alleged violations of Ordinances regulating buildings and structures. The Commission is tasked with determining whether buildings and structures within the Town meet minimum building, fire, floodplain, and related code s. The Commission also orders appropriate remedial actions, has the authority to impose civil penalties as allowed by law, and provides a review of administrative decisions in addition to other functions authorized by the ordinance. [Membership is comprised of the same members appointed to the Town's Zoning Board of Adjustment.](#) [Click here for the Building Standards Commission webpage](#)

## CRIME CONTROL AND PREVENTION DISTRICT (CCPD)

The purpose of the CCPD to enhance the capability of law enforcement and to further crime prevention programs through the acquisition of personnel, new equipment and technology for the police department. The Board establishes the annual budget and policies, oversees expenditures and evaluates programs funded by the district.

Funds are restricted as outlined in Section 363, Subchapter D of the Local Government Code. Additional information concerning the duties and responsibilities of the Board may be found in Chapter 363, Texas Local Government Code. [Click here for the Crime Control & Prevention District webpage](#)

# BOARDS AND COMMISSIONS LISTINGS

## ECONOMIC DEVELOPMENT CORPORATION

The mission of the Trophy Club Economic Development Corporation is to promote economic development within the Town and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the town by undertaking, developing, providing, and financing projects under the Economic Development Act and as defined in Section 4B of the Act. The Town Council has authority over the EDC and must approve its programs, projects, and expenditures. [Click here for the Economic Development Corporation webpage](#)

## ETHICS REVIEW COMMISSION

The Ethics Review Commission administers the Code of Ethics and Conduct ordinance relating to elected officers, appointed board, committee and commission members and Town employees. s for the form and content of the complaint are specified in the ordinance: Chapter 1, Article 17. Complaints are filed via email to the Town Secretary. The town attorney shall be utilized to advise the commission and participate in hearings. [Click here for the Ethics Review Commission webpage](#)

## PARKS AND RECREATION BOARD

The Parks and Recreation Board enables residents to actively participate and provide direct input to the Parks and Recreation Director for developing parks and recreational facilities in the Town. Its responsibilities include advising on the development of long-range capital improvement programs, serving in an advisory capacity to the Council and Parks and Recreation Director, and acts as the Town's tree board with duties outlined in the Code of Ordinances. [Click here for the Parks and Recreation Board webpage](#)

# BOARDS AND COMMISSIONS LISTINGS

## PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission reviews all applications for development within the Town for compliance with zoning ordinances and the Comprehensive Land Use Plan. The Commission makes recommendations of approval or denial of development proposals to the Town Council. Town ordinances relevant to Planning and Zoning actions are regularly reviewed and/or revised as appropriate. [Click here for the Planning & Zoning Commission webpage](#)

## TAX INCREMENT REINVESTMENT ZONE (TIRZ) BOARD #1

The mission of the Tax Increment Reinvestment Zone (TIRZ) Number 1 board is to promote an economically thriving district that enhances and strengthens the town's tax base, attracts new investment opportunities, and preserves existing development values through the use of available financial, marketing, land planning, and capital infrastructure development tools. [Membership is comprised of the same members appointed to the Town's Economic Development Corporation. Click here for the TIRZ Board webpage](#)

## TROPHY CLUB COUNCIL FOR ARTS AND CULTURE

The Trophy Club Council for Arts and Culture (referred to as the "Arts Council") promotes the enrichment of arts and culture within the Town of Trophy Club. This council is an advisory body established to encourage high-quality, accessible art and cultural activities that benefit the public. [Click here for the Trophy Club Arts Council webpage.](#)

## ZONING BOARD OF ADJUSTMENT (ZBA)

The Zoning Board of Adjustment serves as an appeal body for individuals seeking variances or special exemptions to the zoning ordinance or to a decision made by an administrative official enforcing the ordinance. [Click here for the ZBA webpage](#)

## THANK YOU!

The Town of Trophy Club couldn't do what it does for its residents without our dedicated community volunteers!

## MORE ABOUT US

To find out more about the Town of Trophy Club Boards and Commissions, please visit [www.trophyclub.org/boards](http://www.trophyclub.org/boards).



Phone

**682.237.2900**



Email

**[townsec@trophyclub.org](mailto:townsec@trophyclub.org)**



Website

**[www.trophyclub.org](http://www.trophyclub.org)**



Office Address

**1 Trophy Wood Drive**