



# Town of Trophy Club

1 Trophy Wood Drive  
Trophy Club, Texas 76262

## Meeting Agenda

### Town Council

---

Tuesday, July 28, 2020

7:00 PM

Council Chambers

---

#### CALL TO ORDER AND ANNOUNCE A QUORUM

#### INVOCATION - led by Reverend Edlen Cowley

#### PLEDGES - led by Council Member Geraci

*Pledge of Allegiance to the American Flag.  
Pledge of Allegiance to the Texas Flag.*

#### PUBLIC COMMENTS

*(The meeting is available through Facebook at [www.facebook.com/trophyclubgov](http://www.facebook.com/trophyclubgov))*

*This is an opportunity for citizens to address the Council on any matter whether or not it is posted on the agenda. The Council is not permitted to take action on or discuss any presentations made to the Council at this time concerning an item not listed on the agenda. Presentations are to be limited to matters over which the Council has authority. You may speak up to four (4) minutes or the time limit determined by the presiding officer. To speak during this item you must complete the Speaker's form that includes the topic(s) of your statement or submit an email to [mayorandcouncil@trophyclub.org](mailto:mayorandcouncil@trophyclub.org).*

#### ANNOUNCEMENTS, REPORTS, AND PROCLAMATIONS

1. [2020-195-T](#) \*COVID-19 Update - Chris York, President, Baylor Scott & White Grapevine Hospital (Mayor Sanders).  
\*Issuance of a Proclamation recognizing August 2020 as Police Appreciation Month in Trophy Club, Texas (Mayor Sanders).  
\*Republic Services Contract Update (S. Norwood).

**Attachments:** [Proc. 2020-05-Police Officer Appreciation Month.pdf](#)

#### PUBLIC HEARING

2. [2020-190-T](#) Case PD-20-001 (The Trails)
- A) Conduct a Public Hearing regarding a request to rezone approximately 8.88 acres from R-15, Single-Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).
- B) Take appropriate action regarding a request to rezone approximately 8.88 acres from R-15, Single Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).
- Attachments:** [Staff Report Case PD-20-001.pdf](#)  
[Exhibit A - Legal Description.pdf](#)  
[Exhibit B - PD Zoning Standards.pdf](#)  
[Exhibit C - Subdivision Layout.pdf](#)  
[Exhibit D - Landscaping Plan.pdf](#)  
[Exhibit E - Representative Building Elevations.pdf](#)

### CONSENT AGENDA

*All matters listed as Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion. If discussion is desired, that item will be considered individually.*

3. [2020-196-T](#) Take appropriate action regarding the Town Council Workshop & Regular Session Minutes dated June 23, 2020 (L. Vacek).
- Attachments:** [\(DRAFT\)Town Council Workshop Session Minutes-June 23 2020.pdf](#)  
[\(DRAFT\) Town Council Regular Session Minutes-June 23 2020.pdf](#)
4. [2020-199-T](#) Take appropriate action regarding the Interlocal Agreement for Shared Governance Communications and Dispatch Services System for the Trophy Club Police and Fire Departments, not to exceed the amount of \$56,000 (S. Norwood).
- Attachments:** [Staff Report - Denton Co ILA For Dispatch service 2020-21.pdf](#)  
[ILA Communications-Dispatch Contract 2020-21 with Exhibits.pdf](#)
5. [2020-207-T](#) Extension of Proclamation 2020-02 Declaring a Local Disaster for the Town of Trophy Club, Texas (Mayor Sanders).
- Attachments:** [Proc. 2020-02 Updated Declaring Local Disaster Amended July 28, 2020.pdf](#)
6. [2020-202-T](#) Take appropriate action regarding an upgrade for the WatchGuard 4RE In-Car Video System and Body Cam Videos for the Trophy Club Police Department, not to exceed the amount of \$30,519.00 (S. Norwood).
- Attachments:** [Staff Report - Watchguard - 07-28-20.pdf](#)  
[Trophy Club PD Evidence Library.com.pdf](#)

### INDIVIDUAL ITEMS

7. [2020-204-T](#) Take appropriate action regarding the Interlocal Agreement/Commercial Lease for Real Property Annex & Parks Maintenance Building from the Municipal Utility District (S. Norwood).
- Attachments:** [Staff Report - ILA for real property.pdf](#)  
[072020 Redline Agt Real Property Matters.pdf](#)  
[072020 Redline Lease.pdf](#)  
[2020-0720 Revised ILA Real Property Matters.pdf](#)
8. [2020-191-T](#) Conduct a Public Hearing regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).
- Attachments:** [CCPD FY 21 - Proposed Budget.pdf](#)
9. [2020-203-T](#) Take appropriate action regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).
- Attachments:** [CCPD FY 21 - Proposed Budget.pdf](#)

#### EXECUTIVE SESSION

10. [2020-200-T](#) Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council will convene into executive session to discuss the following:
- Section 551.074 Personnel Matters to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee (S. Norwood)
- 1) Parks and Recreation Board

#### RECONVENE INTO REGULAR SESSION

11. [2020-198-T](#) Take appropriate action regarding a Resolution of the Town Council appointing one applicant for the Parks & Recreation Board (L. Vacek).
- Attachments:** [RES 2020-12 - Filling Vacancy for P&R Board.pdf](#)

#### ADJOURN

**\* The Town Council may convene into executive session to discuss posted items as allowed by the Texas Open Meetings Act, Section 551.071, Attorney Client.**

**CERTIFICATION**

**I certify that the above notice was posted on the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas, on Friday, July 24, 2020 by 5:00 p.m. in accordance with Chapter 551, Texas Government Code.**

**Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO**

**If you have a disability that requires special needs, please contact the Town Secretary's Office at 682-237-2903 or 682-237-2905, 48 hours in advance, and reasonable accommodations will be made to assist you.**



## Legislation Details (With Text)

<b>File #:</b>	2020-195-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/29/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	*COVID-19 Update - Chris York, President, Baylor Scott & White Grapevine Hospital (Mayor Sanders). *Issuance of a Proclamation recognizing August 2020 as Police Appreciation Month in Trophy Club, Texas (Mayor Sanders). *Republic Services Contract Update (S. Norwood).				
<b>Attachments:</b>	<a href="#">Proc. 2020-05-Police Officer Appreciation Month.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

\*COVID-19 Update - Chris York, President, Baylor Scott & White Grapevine Hospital (Mayor Sanders).  
 \*Issuance of a Proclamation recognizing August 2020 as Police Appreciation Month in Trophy Club, Texas (Mayor Sanders).  
 \*Republic Services Contract Update (S. Norwood).

**TOWN OF TROPHY CLUB, TEXAS  
PROCLAMATION NO. 2020-05**

**A PROCLAMATION OF THE TROPHY CLUB, TEXAS TOWN COUNCIL  
RECOGNIZING THE MONTH OF AUGUST, 2020 AS POLICE APPRECIATION  
MONTH IN TROPHY CLUB, TEXAS.**

**WHEREAS**, in 1829, Sir Robert Peel, the father of modern police service, was credited with saying, “in effect, the police are the public and the public are the police”, and

**WHEREAS**, this is the earliest documented statement about community policing and how police legitimacy is achieved; and

**WHEREAS**, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the law enforcement agency of the Town of Trophy Club, Texas; and

**WHEREAS**, The Trophy Club Police Department serves more than 13,000 Residents and was recognized by the Texas Crime Prevention Association for its efforts in crime prevention and community involvement. Since its formation in 1990, the Trophy Club Police Department has provided traditional law enforcement services and has also provided innovative approaches to the community through partnerships with various organizations and problem-solving activities; and

**WHEREAS**, this August, the Trophy Club Police Department celebrates 30 Years of Service; and

**WHEREAS**, the Trophy Club Town Council encourages the community to express gratitude to our law enforcement officers by wearing and displaying Blue; saying Thank-You; Sharing Your Story; and Getting Involved with your SAFE Officer to begin planning for this year’s National Night Out; and

**WHEREAS**, Police Officers choose this noble profession because of their belief of an orderly society. Officers put on their uniform each day, answer the call as their duty, and serve our community daily not knowing what they will encounter during their shift, as many situations recently having a catastrophic outcome. Daily, our Officers face a myriad of calls such as mental illness, homelessness; gun violence; child abuse, racial disparity, and immigration issues to name a few while in some cases officers may be facing these very issues within their families. Officers have always been held to a higher standard and must be considered for the “human being” wearing the uniform. Officers are also parents, grandparents, brothers, sisters, uncles, aunts....just as you and I. Let us thank them for choosing Policing as they are our Lifeline to Safety and Security.

**NOW, THEREFORE, I, MAYOR C. NICK SANDERS, IN CONJUNCTION WITH THE TOWN  
COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, DO HEREBY PROCLAIM AUGUST, 2020 as:**

**Police Officer Appreciation Month  
In the Town of Trophy Club, Texas**

**PASSED AND APPROVED** by the Town Council of the Town of Trophy Club, Texas, this 28th day of July, 2020.

---

Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO Town of Trophy Club

---

C. Nick Sanders  
Mayor, Town of Trophy Club

## Legislation Details (With Text)

<b>File #:</b>	2020-190-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/29/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	<p>Case PD-20-001 (The Trails)</p> <p>A) Conduct a Public Hearing regarding a request to rezone approximately 8.88 acres from R-15, Single-Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).</p> <p>B) Take appropriate action regarding a request to rezone approximately 8.88 acres from R-15, Single Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).</p>				
<b>Attachments:</b>	<p><a href="#">Staff Report Case PD-20-001.pdf</a></p> <p><a href="#">Exhibit A - Legal Description.pdf</a></p> <p><a href="#">Exhibit B - PD Zoning Standards.pdf</a></p> <p><a href="#">Exhibit C - Subdivision Layout.pdf</a></p> <p><a href="#">Exhibit D - Landscaping Plan.pdf</a></p> <p><a href="#">Exhibit E - Representative Building Elevations.pdf</a></p>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

### Case PD-20-001 (The Trails)

- A) Conduct a Public Hearing regarding a request to rezone approximately 8.88 acres from R-15, Single-Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).
- B) Take appropriate action regarding a request to rezone approximately 8.88 acres from R-15, Single Family Residential District to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Drive (S. Norwood).

**To:** Town Council

**From:** David P. Jones, Acting Town Planner

**CC:** Steve Norwood, Town Manager  
Leticia Vacek, Town Secretary

**Re:** Case PD-20-001  
City Council Meeting, July 28, 2020

---

**Agenda Item:**

**Case PD-20-001 (The Trails)**

- A. Conduct a Public Hearing regarding a request to rezone approximately 8.88 acres from R-15, Single-Family Residential district to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Dr.
- B. Discussion and recommendation regarding a request to rezone approximately 8.88 acres from R-15, Single-Family Residential district to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Dr.

**Strategic Link:**

Infrastructure & Development – Foster a business-friendly environment.

**Background and Explanation:**

*Request Overview*

The proposed PD would authorize the construction of 42 detached single-family dwellings on approximately 8.88 acres with a density of 4.73 dwelling units per acre. The property is currently zoned R-15 which allows a minimum lot size of 15,000 square feet and a minimum house size of 2,500 square feet. The applicant is proposing a minimum lot size of 6,000 square feet and a minimum house size of 2,200 square feet (the proposal presented to Planning and Zoning Commission requested 1,800 sf house size). Neighboring properties are zoned PD-27 and PD-29. A comparison table showing the current and requested dimensional standards is included as table 1.

*Surrounding Area*

The area is predominantly single-family residential development along with two parks. The southern portion of the property borders land leased by the city from the Army Corps of Engineers and contains Trophy Club Park and walking trail. Fencing along the Army Corps property will consist of wrought iron.

*Proposed Improvements and Development Standards*

As part of the proposed improvements to the site, the applicant will create a looped 27 foot wide local street section with 50 feet of right-of-way providing direct access to all 42 residential lots. The street will

have two access points to Trophy Park Drive, with the easternmost access point offset from Balmoral Drive approximately 100 feet. Three open space lots are shown parallel to Trophy Park Drive. These lots will contain a six foot masonry screening wall and entry monument feature and trees spaced 30 feet on center along Trophy Park Drive. Individual lots must include a minimum of two trees, one in the front and one in the back. Trees must be a minimum three inches caliper.

**Table 1 – Dimensional Comparison of The Trails with Existing Zoning and Adjacent Zoning**

	<b>Churchill Downs</b> (to east)	<b>Abbey Moor</b> (to west)	<b>The Highlands</b> (to north)	<b>The Trails</b>	<b>R-15 district</b> (Current)
<b>Minimum Lot Size</b>	10,000 square feet	5,250 square feet  Min 65 lots > 6,000 sq ft  Min 30 lots > 7,000 sq ft	8,400 square feet	6,000 square feet	15,000 square feet
<b>Minimum Lot Width</b>	80 feet	50 feet	70 feet	50 feet	90 feet
<b>Minimum Lot Depth</b>	100 feet	100 feet	110 feet	120 feet	120 feet
<b>Density</b>	2.85 dwelling unit/acre	3.5 dwelling unit/acre	1.8 dwelling unit/acre	4.73 dwelling unit/acre	-
<b>Minimum House Size</b>	3,000 square feet	1,800 square feet	1,800 square feet	<del>1,800</del> 2,200 square feet	2,500 square feet
<b>Min Front Setback</b>	25 feet	15 feet	25 feet	15 feet	30 feet
<b>Min Garage Setback</b>	50 feet	20 feet	30 feet	20 feet	-
<b>Maximum Lot Coverage</b>	45%	50% (<6,000 square foot lot)  60% (>=6,000 square foot lot)	40%	60%	35%

The PD contains a menu of design features or “architectural enhancements” (Table 2) with a minimum of three features required for each house:

**Table 2 – Required Architectural Enhancements (min. 3 per house)**

Salt Finish driveway	Two carriage / sconce lights on the front of the home
Garage doors with windows	Separated garage doors
Columns	Bay window
Cast stone accents	Covered front porches
Metal roof accents	Two types of masonry materials
Recessed entries	8/12 Primary roof pitch or higher
Transom windows	Variable roof pitches
Shutters	Box windows
Columns flanking garage doors	Eight (8) foot height front doors
Dormers	Decorative Brackets
Decorative garage door hardware	Decorative banding or molding
Decorative overhangs over garages	Eyebrow soldier course over garage doors
Herringbone designs	Cedar accents

The PD would allow for front-facing garage doors but with a requirement that the doors be cedar and that a minimum one foot inset be provided from the front of the house to the door. The minimum setback from the street for a garage door is 20 feet while the minimum setback for the front plane of the house is 15 feet. The PD would require home exteriors to be a minimum 90% masonry, which would include brick, stone, cast stone, cementitious siding, and stucco.

The Zoning Ordinance requires subdivision screening walls to be a minimum 8 feet in height. The applicant requests approval for a 6 foot masonry wall in order to match the existing walls along Abbey Moor and Churchill Downs.

The applicant will bury the power lines along Trophy Park Dr.

#### *Cell Tower*

An existing antenna support tower is situated at the southeastern corner of the property and is accessed by a gravel driveway from Trophy Park Drive. The proposed PD would dedicate open space and an access easement to the cell tower (Lot 19-X, Block A). The tower enclosure and equipment pedestals would be screened from abutting lots by a proposed masonry wall, though the fencing along the existing driveway would consist of a cedar fence.

#### **Changes from PZ Proposal:**

Based on feedback from the Planning and Zoning Commission, the applicant has made several changes:

- Minimum house size 2,200 sf (previously 1,800 sf) and 60% must be 2,400 sf or more
- Minimum roof pitch of 10:12 on non-tile roofs (previously 8:12)
- All homes now minimum of 90% masonry (previously 80%)
- All homes along west perimeter of property (backing to Abbey Moor) will be single-story
- Fence along west side will be 8 feet (previously 6 feet) board on board (see Exhibit B)

The lot sizes and lot count are unchanged from what was presented to the Planning and Zoning Commission.

**Analysis:**

The proposed development presents a lot configuration and housing product that is similar to neighboring developments but with an overall higher density due to a relatively smaller provision of internal open space. Abbey Moor, to the immediate west of the proposed PD, also contains 50 foot lots but achieves a lower density due to open space and easements around the existing gas well. These lots are also part of a larger development within PD-27 featuring a variety of lots that are larger than 50 feet, such as the 70 foot lots in The Highlands north of Trophy Park Drive. Lots within Churchill Downs, to the immediate east, are significantly larger at 80 feet minimum width and 10,000 square feet in size. The density in Churchill Downs is roughly half of that proposed for The Trails (2.85 vs. 4.73.)

In summary, the proposed Planned Development is denser than the surrounding neighborhoods, with smaller lots and shallower setbacks and driveways than the majority of those neighborhoods. It also represents a significant departure from the current zoning of R-15, which requires a minimum lot size over twice as large and nearly twice as wide as the proposed lots.

**Financial Considerations:**

Not applicable.

**Legal Review:**

This item was reviewed by the Town Attorney who supports staff's recommendation.

**Staff Recommendation:**

Due to the significant proposed increase in density and reduction in lot size compared to the current zoning, and the disparity between the proposed subdivision and the existing neighborhoods in terms of density, lot sizes, and lot widths, staff recommends denial of the request to rezone approximately 8.88 acres from SF-15, Single-Family Residential district to a PD, Planned Development District to construct 42 detached single-family residential lots located at 2304 and 2344 Trophy Park Dr.

**PZ Recommendation:**

At its July 2, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend denial.

**Attachments:**

- Exhibit A – Legal Description
- Exhibit B – (Revised) PD Zoning Standards
- Exhibit C – Subdivision Layout
- Exhibit D – Landscaping Plan
- Exhibit E – Representative Building Elevations

Town Council Approval:

---

Mayor C. Nick Sanders, or designee

**EXHIBIT A  
THE TRAILS  
LEGAL DESCRIPTION**

BEING A TRACT OR PARCEL OF LAND OUT OF THE MARY MEDLIN SURVEY, ABSTRACT NO. 832, IN DENTON COUNTY, TEXAS. AND BEING A PART OF A CERTAIN CALLED 20 ACRE TRACT OF LAND WHICH WAS CONVEYED BY DEED DATED MAY 4 1954, FROM ECONOMY SUPPLY COMPANY, A CORPORATION, TO JOHN S. FOGARTY, RECORDED IN VOLUME 395, PAGE 386, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL PIN IN THE CENTER LINE OF AN EAST AND WEST PUBLIC ROAD WHOSE WIDTH IS 43 FEET AT THIS POINT, AND BEING THE NORTHWEST CORNER OF THE ABOVEMENTIONED FOGARTY CALLED 20 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF THE MARY MEDLIN SURVEY, ABSTRACT NO.832;

THENCE NORTH 89 DEGREES 44 MINUTES 40 SECONDS EAST ALONG THE NORTH BOUNDARY LINE OF SAID MEDLIN SURVEY AND THE NORTH BOUNDARY LINE OF THE FOGARTY TRACT, 204.25 FEET TO A POINT FOR THE NORTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH 708.12 FEET TO A STEEL PIN FOR CORNER AND BEING IN THE SOUTHWESTERLY BOUNDARY LINE OF THE ABOVE MENTIONED FOGARTY TRACT AND IN THE NORTH BOUNDARY LINE OF THE UNITED STATES OF AMERICA GRAPEVINE RESERVOIR TRACT AND BEING NORTH 56 DEGREES 46 MINUTES WEST 45.72 FEET FROM A UNITED STATES OF AMERICA CONCRETE MONUMENT;

THENCE NORTH 56 DEGREES 46 MINUTES WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID FOGARTY CALLED 20 ACRE TRACT, 243.38 FEET TO A UNITED STATES OF AMERICA CONCRETE MONUMENT FOR THE MOST WESTERN SOUTHWEST CORNER OF SAID FOGARTY 20 ACRE TRACT;

THENCE NORTH 00 DEGREES 04 MINUTES WEST ALONG FENCE LINE AND THE WEST BOUNDARY LINE OF SAID FOGARTY 20 ACRE TRACT AND THE WEST BOUNDARY LINE OF THE MARY MEDLIN SURVEY, ABSTRACT NO.832, 573.83 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3 ACRES OF LAND.

SAVE AND EXCEPT: THAT PORTION THEREOF CONVEYED FROM DONNA K. WELSH TO TOWN OF TROPHY CLUB, TEXAS, BY INSTRUMENT DATED 4/11/2008, FILED 4/18/2008, RECORDED IN/UNDER CLERK'S FILE NO. 2008-66667, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BEING A 5.903 ACRE TRACT OF LAND, BEING SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, AND BEING A PART OF A CERTAIN CALLED 20 ACRE TRACT OF LAND WHICH WAS CONVEYED BY DEED DATED MAY 4, 1954, FROM ECONOMY SUPPLY COMPANY, A CORPORATION, TO JOHN S. FOGARTY, AS SHOWN OF RECORD IN VOLUME 395, PAGE 386, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; BEING OUT OF THE MARY MEDLIN SURVEY, ABSTRACT NO. 832, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD IN THE NORTH LINE OF THE MARY MEDLIN SURVEY, ABSTRACT 832, SAID ROD BEING 204.25 FEET NORTH 89 DEGREES 44 MINUTES



40 SECONDS EAST OF THE NORTHWEST CORNER OF THE MARY MEDLIN SURVEY, POINT OF BEGINNING ALSO BEING IN THE CENTER LINE OF A PUBLIC ROAD:

THENCE NORTH 89 DEGREES 44 MINUTES 40 SECONDS EAST 400.0 FEET ALONG THE NORTH LINE OF THE MEDLIN SURVEY AND THE CENTER LINE OF A PUBLIC ROAD, TO AN IRON ROD FOR A CORNER;

THENCE SOUTH 482.53 FEET TO AN IRON ROD FOR A CORNER IN THE NORTH BOUNDARY LINE OF THE UNITED STATES OF AMERICA GRAPEVINE RESERVOIR TRACT;

THENCE SOUTH 55 DEGREES 17 MINUTES WEST 440.09 FEET, ALONG THE RESERVOIR TRACT, TO A U. S. A. CONCRETE MONUMENT FOR A CORNER; I

THENCE NORTH 56 DEGREES 46 MINUTES WEST 45.72 FEET ALONG THE RESERVOIR TRACT, TO AN IRON ROD FOR A CORNER;

THENCE NORTH 708.12 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5.903 ACRES OF LAND, MORE OR LESS;

SAVE AND EXCEPT: THAT PORTION THEREOF CONVEYED FROM JOHN A. COLEMAN, JR. AND VERTALEE COLEMAN TO TOWN OF TROPHY CLUB, TEXAS, BY INSTRUMENT DATED 3/14/2004, FILED 6/18/2008, RECORDED IN/UNDER CLERK'S FILE NO. 2008-66665, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

SINGLE FAMILY RESIDENTIAL  
PLANNED DEVELOPMENT  
FOR  
A 8.88 ACRE TRACT  
KNOWN AS  
**THE TRAILS**  
TROPHY CLUB, DENTON COUNTY, TEXAS

Exhibit A – Legal Description  
Exhibit B – Development Standards  
Exhibit C – Subdivision Layout  
Exhibit D – Landscape Plan

**EXHIBIT A  
THE TRAILS  
LEGAL DESCRIPTION**

BEING A TRACT OR PARCEL OF LAND OUT OF THE MARY MEDLIN SURVEY, ABSTRACT NO. 832, IN DENTON COUNTY, TEXAS. AND BEING A PART OF A CERTAIN CALLED 20 ACRE TRACT OF LAND WHICH WAS CONVEYED BY DEED DATED MAY 4 1954, FROM ECONOMY SUPPLY COMPANY, A CORPORATION, TO JOHN S. FOGARTY, RECORDED IN VOLUME 395, PAGE 386, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING AT A STEEL PIN IN THE CENTER LINE OF AN EAST AND WEST PUBLIC ROAD WHOSE WIDTH IS 43 FEET AT THIS POINT, AND BEING THE NORTHWEST CORNER OF THE ABOVEMENTIONED FOGARTY CALLED 20 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF THE MARY MEDLIN SURVEY, ABSTRACT NO.832;

THENCE NORTH 89 DEGREES 44 MINUTES 40 SECONDS EAST ALONG THE NORTH BOUNDARY LINE OF SAID MEDLIN SURVEY AND THE NORTH BOUNDARY LINE OF THE FOGARTY TRACT, 204.25 FEET TO A POINT FOR THE NORTHEAST CORNER OF TRACT HEREIN DESCRIBED;

THENCE SOUTH 708.12 FEET TO A STEEL PIN FOR CORNER AND BEING IN THE SOUTHWESTERLY BOUNDARY LINE OF THE ABOVE MENTIONED FOGARTY TRACT AND IN THE NORTH BOUNDARY LINE OF THE UNITED STATES OF AMERICA GRAPEVINE RESERVOIR TRACT AND BEING NORTH 56 DEGREES 46 MINUTES WEST 45.72 FEET FROM A UNITED STATES OF AMERICA CONCRETE MONUMENT;

THENCE NORTH 56 DEGREES 46 MINUTES WEST ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID FOGARTY CALLED 20 ACRE TRACT, 243.38 FEET TO A UNITED STATES OF AMERICA CONCRETE MONUMENT FOR THE MOST WESTERN SOUTHWEST CORNER OF SAID FOGARTY 20 ACRE TRACT;

THENCE NORTH 00 DEGREES 04 MINUTES WEST ALONG FENCE LINE AND THE WEST BOUNDARY LINE OF SAID FOGARTY 20 ACRE TRACT AND THE WEST BOUNDARY LINE OF THE MARY MEDLIN SURVEY, ABSTRACT NO.832, 573.83 FEET TO THE POINT OF BEGINNING, AND CONTAINING 3 ACRES OF LAND.

SAVE AND EXCEPT: THAT PORTION THEREOF CONVEYED FROM DONNA K. WELSH TO TOWN OF TROPHY CLUB, TEXAS, BY INSTRUMENT DATED 4/11/2008, FILED 4/18/2008, RECORDED IN/UNDER CLERK'S FILE NO. 2008-66667, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

BEING A 5.903 ACRE TRACT OF LAND, BEING SITUATED IN THE COUNTY OF DENTON, STATE OF TEXAS, AND BEING A PART OF A CERTAIN CALLED 20 ACRE TRACT OF LAND WHICH WAS CONVEYED BY DEED DATED MAY 4, 1954, FROM ECONOMY SUPPLY COMPANY, A CORPORATION, TO JOHN S. FOGARTY, AS SHOWN OF RECORD IN VOLUME 395, PAGE 386, OF THE DEED RECORDS OF DENTON COUNTY, TEXAS; BEING OUT OF THE MARY MEDLIN SURVEY, ABSTRACT NO. 832, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD IN THE NORTH LINE OF THE MARY MEDLIN SURVEY, ABSTRACT 832, SAID ROD BEING 204.25 FEET NORTH 89 DEGREES 44 MINUTES

40 SECONDS EAST OF THE NORTHWEST CORNER OF THE MARY MEDLIN SURVEY, POINT OF BEGINNING ALSO BEING IN THE CENTER LINE OF A PUBLIC ROAD:

THENCE NORTH 89 DEGREES 44 MINUTES 40 SECONDS EAST 400.0 FEET ALONG THE NORTH LINE OF THE MEDLIN SURVEY AND THE CENTER LINE OF A PUBLIC ROAD, TO AN IRON ROD FOR A CORNER;

THENCE SOUTH 482.53 FEET TO AN IRON ROD FOR A CORNER IN THE NORTH BOUNDARY LINE OF THE UNITED STATES OF AMERICA GRAPEVINE RESERVOIR TRACT;

THENCE SOUTH 55 DEGREES 17 MINUTES WEST 440.09 FEET, ALONG THE RESERVOIR TRACT, TO A U. S. A. CONCRETE MONUMENT FOR A CORNER; I

THENCE NORTH 56 DEGREES 46 MINUTES WEST 45.72 FEET ALONG THE RESERVOIR TRACT, TO AN IRON ROD FOR A CORNER;

THENCE NORTH 708.12 FEET TO THE POINT OF BEGINNING, AND CONTAINING 5.903 ACRES OF LAND, MORE OR LESS;

SAVE AND EXCEPT: THAT PORTION THEREOF CONVEYED FROM JOHN A. COLEMAN, JR. AND VERTALEE COLEMAN TO TOWN OF TROPHY CLUB, TEXAS, BY INSTRUMENT DATED 3/14/2004, FILED 6/18/2008, RECORDED IN/UNDER CLERK'S FILE NO. 2008-66665, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS.

**EXHIBIT B  
THE TRAILS  
DEVELOPMENT STANDARDS  
SINGLE FAMILY RESIDENTIAL**

The Trails is a high-quality community located near the entrance of Trophy Club Park.

The intent of the PD Ordinance guidelines is to promote the natural features of the current landscape to create a beautiful and enduring community that upholds and enhances the quality of the surrounding environment. This neighborhood provides a newer product line that is desirable in growing, suburban areas. Enforcement of the design guidelines will ensure the protection of the design intent and will optimize property values.

- I. Purpose:** This lot type is designed to allow single family detached dwellings on lots of not less than six thousand (6,000) square feet, together with the allowed incidental and accessory uses.
  
- II. Permitted Uses:** Land use and structures shall comply with uses permitted for single family residential districts in Chapter 14 of the Town of Trophy Club Zoning Ordinance and in accordance with the following:
  - A) **Accessory Uses:** Accessory uses shall be permitted in accordance with Town of Trophy Club Code of Ordinances, Chapter 14 - Zoning, Division 5. Supplementary District Regulations, Section 14.02.253.
  - B) **Conditional Uses:** Conditional uses may be permitted Town of Trophy Club Code of Ordinances, Chapter 14 - Zoning, Division 6. Conditional and specific uses.
  - C) **Limitation of Uses:** Any use not expressly permitted or allowed by permit herein is prohibited.
  
- III. Development Regulations**
  - A) **Plan Requirements:** No application for a building permit for the construction of a building or structure shall be approved unless a plat, meeting all the requirements of the Town of Trophy Club, has been approved by the Town Council and recorded in the Denton County Plat Record.
  - B) **Area Regulations:** The following minimum standards shall be required as measured from property lines:
    - 1. Lot Size: 6,000 square feet minimum
    - 2. Lot Coverage: 60% maximum
      - a. Swimming pools and spas shall not be included in maximum building coverage.
    - 3. Minimum Floor Area: 2,200 square feet.
      - a. No more than 40% (or 17 houses maximum) can be less than 2,400 square feet.
    - 4. Front Yard: 15 feet minimum
    - 5. Rear Yard: 20 feet minimum

6. Side Yard: 5 feet minimum
7. Side Yard Adjacent to Street: 10 feet minimum
8. Lot Width: 50 feet minimum
9. Lot Depth: 120 feet minimum
10. Lot Depth: (Knuckle Turn or cul-de-sac lot) 119 feet minimum
11. Garage Setback: 20 feet minimum

**Development Regulations Summary Table**

Min. Lot Square Footage	Typical Dimension	Min. Width	Min. Depth <sup>1</sup>	Setbacks					Min. Dwelling Square Footage
				Front <sup>1</sup>	Side	Front Porch	Side Adjacent to Street	Rear	
6,000	50' x 120'	50'	120'	15'/20'	5'	10'	10'	20'	1,800

<sup>1</sup> Fifteen (15) foot minimum setback for the main façade of home; Twenty (20) Foot setback for the garage. A covered porch can encroach five (5) feet into the front setback.

<sup>2</sup> LOT 11 and LOT 12 BLOCK A have a minimum lot depth of 119.37 feet.

#### **IV. Design Standards:**

##### **A) Design Standards:**

1. Architectural Enhancements: Each single-family dwelling in The Trails must utilize three (3) of the following improvements:
  - a. Salt Finish driveway
  - b. Two carriage / scone lights on the front of the home
  - c. Garage doors with windows
  - d. Separated garage doors
  - e. Columns
  - f. Bay window
  - g. Cast stone accents
  - h. Covered front porches
  - i. Metal roof accents
  - j. Two types of masonry materials
  - k. Recessed entries
  - l. A minimum roof pitch of 10:12 (inches of rise per inches of run) from side to side shall apply to the predominant roof, except a tile or slate roof may have a minimum roof pitch of 5:12 (inches of rise per inches of run) from side to side. A variety of roof pitches may be incorporated into the roof design

provided that the predominant roof meets the minimum roof pitch requirement. Porches, dormers and shed roofs shall have a minimum of 3:12 (inches of rise per inches of run).

- m. Transom windows
  - n. Variable roof pitches
  - o. Shutters
  - p. Box windows
  - q. Columns flanking garage doors
  - r. Eight (8) foot height front doors
  - s. Dormers
  - t. Decorative Brackets
  - u. Decorative garage door hardware
  - v. Decorative banding or molding
  - w. Decorative overhangs over garages
  - x. Eyebrow soldier course over garage doors
  - y. Herringbone designs
  - z. Cedar accents
2. Height Regulations: No building shall exceed two (2) stories in height, the maximum height of two stories not to exceed forty (40) feet.
3. Elevations: Single family dwelling floor plans shall vary from lot to lot as follows:
- a. The same floor plan with the same elevation shall be separated by a minimum of 4 lots (between them) on the same side of the street, and by a minimum of 2 lots (between them) on the opposite side of the street.
  - b. The same floor plan with a different elevation shall be separated by a minimum of one (1) lot on the same or on the opposite side of the street.
  - c. Single family dwellings constructed shall have a fifty (50) square foot minimum covered front porch.
  - d. All homes that back up to existing single-family homes located in Abbey Moor (to the west) shall be one-story homes.
4. Fences/ Walls/ Retaining Walls:
- a. Retaining walls shall be veneered with masonry to match throughout the community.
  - b. Retaining walls facing Corps of Engineering property will be constructed compression concrete or Veneered with masonry.
  - c. Fences in the subdivision will be cedar with a minimum height of six (6) feet. Notwithstanding the foregoing, as homes are constructed by the builder, the builder shall coordinate with the individual adjacent homeowners along Nottingham Drive and Nottingham Court in Abbey Moor (to the west) to replace the existing wood fence with an eight foot (8') tall cedar wood, board on board fence with steel posts and rot board bottom and end cap. In addition, the builder shall re-stain one time the existing side yard fences of the adjacent Abbey Moor residents with stain provided by the individual Abbey Moor residents (based on each Abbey Moor resident's individual preference). Any

metal posts showing on the Abbey Moor side of the contiguous wood fence shall be encased in matching stained cedar wood.

- d. **Perimeter Walls and Entry Statement:** There will be a six (6) foot masonry wall along Trophy Park Drive in order to match the neighboring developments. The perimeter wall will incorporate a masonry entry monument sign with landscaping. The entry monument sign will be approximately sixteen (16) feet wide by six (6) feet tall. The wall and entry statement will be owned and maintained by the HOA.
  - e. **Side Yard Fencing:** Fencing between lots will be cedar slats installed vertically, (not horizontally or diagonally) and a minimum height of six (6) feet.
  - f. **Perimeter Fencing Facing Corps of Engineers Property:** Perimeter fencing facing Corps of Engineers property will be wrought iron with a minimum height of six (6) feet.
  - g. **Perimeter Fencing Adjacent to the Cell Tower** shall be a masonry wall with a minimum height of six (6) feet.
  - h. **HVAC Screening:** All buildings shall be designed such that the mechanical equipment (HVAC), except venting & stacks, is not visible from the street and is screened by two (2) or more shrubs
5. **Accessory Structures:** All development within The Trails Planned Development District shall comply Town of Trophy Club Code of Ordinances, Chapter 14 - Zoning, Division 5. Supplementary District Regulations, Section 14.02.253.
- a. Nothing in this ordinance shall be construed as preventing any Architectural Control Committee with jurisdiction over any neighborhood from further restricting permission, location, and type of any accessory structure.
6. **Garages:** All residential lots will be front entry and shall provide a two-car garage.
- a. The minimum dimension of two-car garages shall be twenty-one (21) feet in width and twenty-two (22) feet in depth. (inside to inside)
  - b. All garage doors must be cedar.
  - c. All garages must have a minimum 1-ft. inset between the front elevation of the house and the garage except if covered front porch incorporates the entry to home, garage can be even at building line, as long as garage setback is (20) twenty foot minimum.
  - d. Garage may face front or side street.
7. The above ground power line along the common boundary with Abbey Moor (to the west) shall be buried underground with the development.

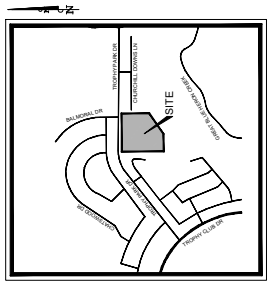
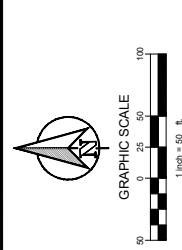
B) **Building Materials:**

- 1. All residences in The Trails shall be constructed of ninety percent (90%) masonry (excluding wall over roof areas) as set forth below:



- a. Masonry shall be defined as brick, stone, cast stone, cementitious siding and stucco.
  - 2. All roofs shall have architectural laminated shingles. 3-tab shingles are prohibited. Seamless and standing seam metal roofs are permitted if they are of architectural quality. No wooden shingles shall be used on roofs.
- C) Landscape Standards: All Landscape within The Trails Planned Development District shall comply with the Town of Trophy Club Code of Ordinances, Chapter 10 – Subdivision Ordinance, Division 8. Tree Preservation and Removal, Section 10.02.248.
- 1. Perimeter Landscape: The common areas adjacent to Trophy Park Drive will have one (1) tree with a minimum three (3) inch caliper every thirty (30) feet minimum
  - 2. Tree Requirements:
    - a. Each lot shall have a minimum of two (2) trees, one (1) in the front, one (1) in the back. Trees shall be a minimum three (3) inch caliper. Trees installed must be on the approved allowable trees per Sec. 10.02.248 (f) of the Town’s Code.

Any regulation not specifically addressed herein shall be in accordance with the current ordinances of the Town of Trophy Club.



VICINITY MAP  
NTS  
TYPICAL 90' X 120'  
PAD 40' X 80'  
TOTAL 42 SINGLE FAMILY LOTS

Exhibit C

THE TRAILS

BLOCK A, LOTS 1 - 18 & LOTS 20 - 26,  
LOT 0-X, LOT 19-X, & LOT 27-X  
BLOCK B, LOTS 1-17, LOT 18-X  
TROPHY CLUB, TEXAS  
DENTON, COUNTY, TEXAS



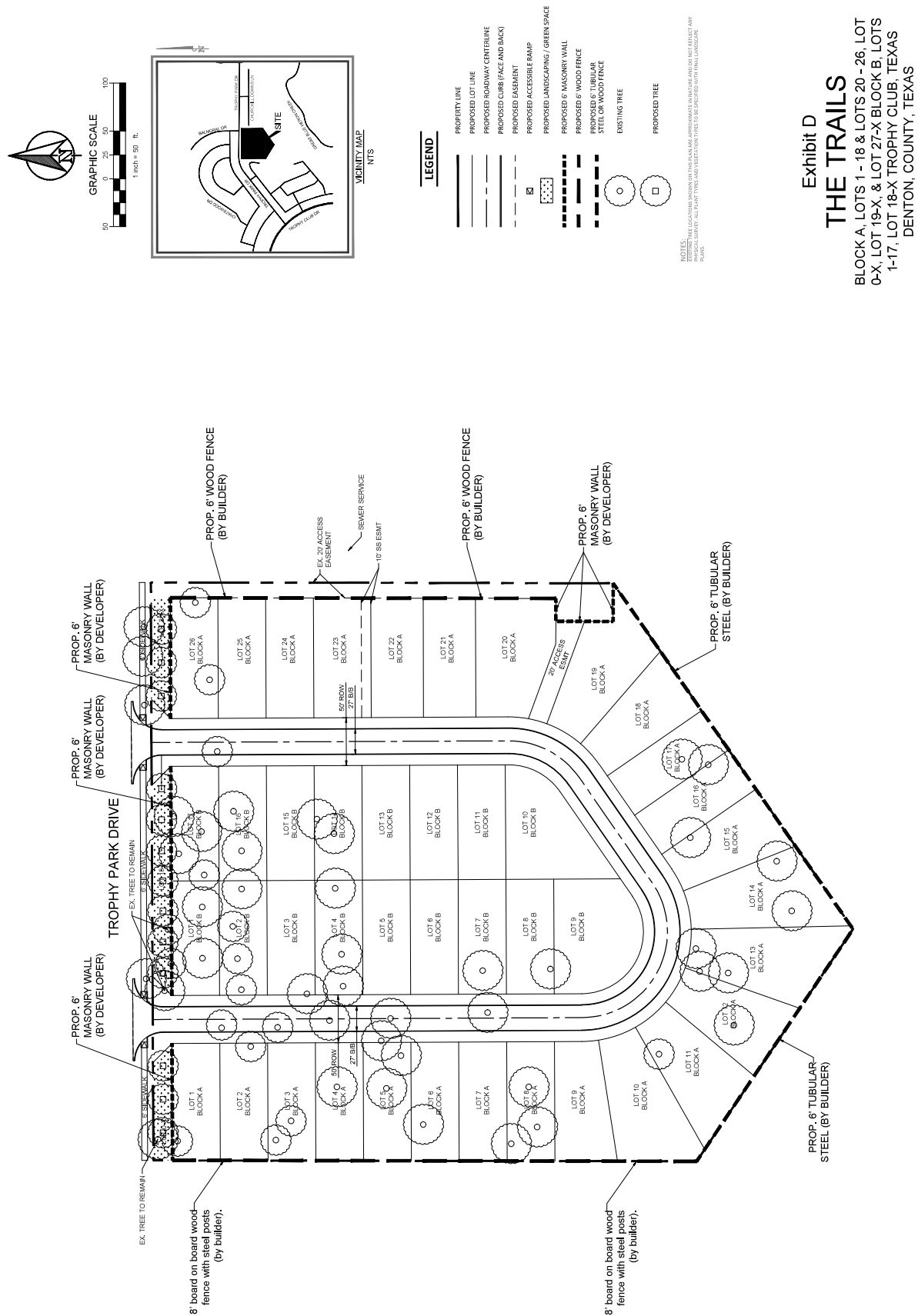


Exhibit D

**THE TRAILS**

BLOCK A, LOTS 1 - 18 & LOTS 20 - 26, LOT  
O-X, LOT 19-X, & LOT 27-X BLOCK B, LOTS  
1-17, LOT 18-X TROPHY CLUB, TEXAS  
DENTON, COUNTY, TEXAS

NOTES:  
EXISTING TREE LOCATIONS SHOWN ON THIS PLAN ARE APPROXIMATE IN NATURE AND DO NOT REFLECT ANY PHYSICAL SURVEY. ALL PLANT TYPES AND VEGETATION TYPES TO BE SPECIFIED WITH FINAL LANDSCAPE PLAN.

PROPOSED LANDSCAPING / GREEN SPACE

PROPOSED 6' MASONRY WALL

PROPOSED 6' WOOD FENCE

PROPOSED 6' TUBULAR  
STEEL OR WOOD FENCE

EXISTING TREE

PROPOSED TREE

PROPERTY LINE  
PROPOSED LOT LINE  
PROPOSED ROADWAY CENTERLINE  
PROPOSED CURB (FACE AND BACK)  
PROPOSED EASEMENT  
PROPOSED ACCESSIBLE RAMP

AGE	PERCENT
18-29	85
30-49	75
50-69	65
70+	55

3

[illegible][illegible]

3

3

3

3

3

Town

[illegible]

JOB NO.:	N/A	DRAWN BY:	JBP
DATE:	JULY 2020	CHECKED BY:	JMK
SCALE:	AS SHOWN	DESIGNED BY:	JBP

4500 MacArthur, Pkwa Plaza Drive, Suite 210 - Fort Worth, Texas 76137 • 817.288.2200

Texas Board of Professional Engineers Registration No. F-43

**JONES & CARTER**

**INTERIM REVIEW**  
Not intended for construction,  
bidding or permit purposes.

Engineer: JON M. KROEHLER, P.E.

P.E. Serial No.: 94247

Date: JUNE 2020

THE TRAILS

SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_

## Exhibit E

# REPRESENTATIVE PRODUCT

Product shown in this presentation is representative in nature. This presentation is not meant to serve as an elevations exhibit.











Representative Photo









































## Legislation Details (With Text)

<b>File #:</b>	2020-196-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/29/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Town Council Workshop & Regular Session Minutes dated June 23, 2020 (L. Vacek).				
<b>Attachments:</b>	<a href="#">(DRAFT)Town Council Workshop Session Minutes-June 23 2020.pdf</a> <a href="#">(DRAFT) Town Council Regular Session Minutes-June 23 2020.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding the Town Council Workshop & Regular Session Minutes dated June 23, 2020 (L. Vacek).

**TOWN OF TROPHY CLUB  
TOWN COUNCIL WORKSHOP SESSION MINUTES  
TUESDAY, JUNE 23, 2020, 5:30 PM**

The Trophy Club Town Council met in a Workshop Session on Tuesday, June 23, 2020. The meeting was held at Town Hall, 1 Trophy Wood Drive in the Training/ EOC Room.

**TOWN COUNCIL MEMBERS PRESENT:**

C. Nick Sanders	Mayor
Philip Shoffner	Mayor Pro Tem
Sean Bone	Council Member, Place 3
Karl Monger	Council Member, Place 4
Michael Geraci	Council Member, Place 5

**STAFF PRESENT:**

Steve Norwood	Town Manager
Wade Carroll	Assistant Town Manager
Leticia Vacek	Town Secretary/RMO
David Dodd	Town Attorney
Patrick Arata	Police Chief
Jack Taylor	Fire Chief
Tommy Uzee	Director Community Development
Tony Jaramillo	Director of Parks and Recreation
Mike Erwin	Finance Manager
Jill Lind	Communications and Marketing Manager
Mike Pastor	Information Services Manager

**ALSO PRESENT:**

Ryland Rowe	Planning & Zoning Board Member
-------------	--------------------------------

**CALL TO ORDER**

Mayor Sanders called the meeting to order at 6pm and noted a quorum with Mayor Pro Tem Shoffner, Council Members Bone, and Geraci. Council Member Monger indicated he would be arriving late.

**Discussion regarding the Town of Trophy Club Overview of Budget (S. Norwood).**

Town Manager Norwood reported the Town's Budget remains in good shape in light of COVID19. He mentioned that many cities have had to make severe cuts this year and the overview will update the Council with preliminary numbers forecasted. Mr. Erwin stated at the closure of Town Hall on March 20, 2020, Mr. Norwood instructed Finance to track all estimated revenues and expenditures which is now an ongoing project. He pointed out that revenues and expenditures should break even as the last estimate of revenues is \$11,213,000 while expenditures are estimated at \$11,276,000. He reported that the General Fund Balance at \$5.2 Million remains flat without dipping into the fund balance. Mr. Erwin stated that sales tax is budgeted at \$978,000 and staff is projecting \$950,000 at year-end. He mentioned the Town of Trophy Club has weathered the effects of FY20 Covid-19 well thus far. Mr. Norwood reported that the General Fund Balance at 47% was very healthy as 45% was budgeted. He added that a yearly budget reflects what is forecast to be spent and an audit reveals what the budget was actually spent on. He added that Tom Thumb's sales were off the chart in March; whereas their April sales declined. He reported that K-5 also reported increased sales. Mr. Norwood stated that it is tough to predict uncertainty but overall, are still doing well.

Council Member Geraci noted transformation occurring in our economy with the number of businesses that now provide online ordering with scheduled pickup. Mr. Norwood added that our area was fortunate to have Amazon due to their staggering sales during this time.

Mr. Erwin stated that 75% of the Town's Revenue is derived from property tax, of which most has been collected.

He mentioned that departments have worked to curtail expenses by identifying cuts and savings to help cycle through the remainder of the budget year. He mentioned that staff is reviewing capital items that can be done next year that were scheduled this year. It was reported that no property tax rate increase was proposed but that a decrease in building permits is expected for FY21. Mr. Erwin mentioned the constraint of working within the new revenue cap of 3.5% (which previously was at 8%) and that 35% of property tax was currently under protest. He noted that before moving forward with what can be some growth in our property tax roll; staff will need to see what occurs with the tax protest. Lastly, he mentioned to keep in mind that staff was waiting for the State Comptroller to finalize the Truth in Taxation to see that outcome. Therefore, staff will leave the Sales Tax flat at \$980,000 which reflects last year's budgeted amount.

Mr. Erwin said that staff hopes to see the Parks Revenue return to normal with day camps, pools, and other activities and services. He added that one benefit this year is that \$60 Million in new construction hit the property tax roll. Mayor Sanders mentioned that was due to PD-30; and should see another increase on the property tax roll next year. Mr. Norwood replied that was correct as a snapshot is taken on January 1. Regarding Expenditures; staff recommended staying at the FY2020 budgeted number with some increases in contract services, IT annual contracts, dispatch services, and salary differences for some departments.

Mr. Norwood mentioned the placeholder of Parkland Dedication Funds in which he has made Council aware. He added that the funds could be used for pickleball courts, trails, repair of play structures; anything park related since it is a dedicated fund that does not impact the general fund or tax rate. Mayor Sanders mentioned the parkland dedication amount from PD-30 in which 1/3 is due after completion. He did not recall if "completion" was defined. Mr. Dodd replied that completion was at the issuance of the certificate of occupancy for multi-family; which is the final phase. Mr. Dodd stated that it sounded as if all properties within PD-30 were contributing to an escrowed account. Council Member Geraci asked of the completion date for PD-30. Mr. Norwood replied completion would be within the next couple of months. Council Member Geraci also asked staff to take into consideration the line of kids waiting to play basketball and tennis in the evenings. Mr. Norwood stated that Council would be informed on these items throughout the budget discussions.

Mayor Pro Tem Shoffner mentioned the internal discussion of being too conservative or not conservative enough. He stated that last budget; PD-30 revenue was not taken into account. Mr. Norwood replied that with Covid; he did not know if some of these businesses were going to open; thus, choosing to be conservative so that Trophy Club is not in a situation as other cities during this time. Mayor Sanders noted that online sales are increasing while others are decreasing; for a net zero. Mr. Norwood added that in McAllen or Brownsville; they are looking at 55% decreases in sales tax while in Trophy Club most all property tax has been collected being the bulk of the Town's Revenue.

Councilmember Geraci mentioned that if we are taking said approach on property tax; we should take into account property tax and an average of taxes collected from Amazon; anything above that amount could be used for projects that need to get done. Mr. Norwood stated that Trophy Club is budgeting every position at 100% being conservation since we do not want to be in a position where we are cutting back services, or laying off people. He referenced the positive plan in place and referenced the next slide showing the healthy General Fund's fund balance at 47%.

Mr. Norwood recommended three pockets with the following percentages that would be utilized to pay cash for projects instead of drawing monies out of the fund balance. 1) IT at 25%; 2) Capital (Parks, PD, EMS) at 25%; 3) Capital Projects (Streets) at 50%. He explained that Council may change the percentages as they see fit. He recommended funds above the 35% threshold be placed in the three recommended pockets and be used to pay cash (pay as you go) instead of drawing down the fund balance which is being done artificially now or worrying about incurring debt.

Mayor Sanders asked if \$300,000 had been allocated from the fund balance for capital projects. Mayor Pro Tem Shoffner mentioned that it was a Capital Replacement Fund (CRF) that was initiated, and did not know why not take the overage (above 35%) and place it in that fund. Mr. Erwin stated that was correct as \$326,000 was budgeted in that line item. Mr. Norwood clarified that our financial policy requires 30% be kept in the fund balance. He added that by going above that percentage and keeping 35% in the fund balance is still greater than what is required. He mentioned that every year, it is known that funds for IT; and Capital Items must be allocated, but the funds will not be restricted.

Mayor Sanders asked if the funds in the Capital Replacement Fund (CRF) were available. Mr. Erwin reported that two transfers are to be made in order to cover capital items and get through the fiscal year while not taking those funds from the Fund Balance.



Mayor Sanders stated that he did not believe that was the intent of the Capital Replacement Fund, as Council should decide when to use the funds. Mayor Pro Tem Shoffner stated that the intent was to place funds into the CRF and when the time comes, Council authorizes the funds; as the fund was started from scratch. Mayor Sanders agreed as that was the intent and if there is a year there is no excess, funds are not added. Mayor Sanders asked staff to change the title of the recommended pockets to "Capital Replacement Fund". Additionally, he asked that towards the end of the fiscal year; Council will make a decision as to the amount and projects to fund. Mr. Erwin stated he was not aware of the manner in which Council wanted to handle it and would make the appropriate adjustments to do so. Mayor Sanders clarified if there were two more transfers to make. Mr. Erwin replied that was correct. Mayor Sanders stated that Council should make a decision to utilize the CRF for the transfer and as to the percentage of funding being recommended from 47% to 35% to fund projects.

Mr. Norwood emphasized that all pots of funds could go back into the fund balance should there be an emergency; and in the end, staff and Council are saying the same thing as far as funding capital projects.

Mayor Pro Tem Shoffner mentioned there was a list of capital replacement items somewhere as this made it easy for Council and staff to ensure there were funds to pay for capital purchases which prevents staff from vying for funding amongst one another. Mayor Sanders stated that he wanted the CRF more detailed than just placing funds into it; using the example of funding "X" amount of cars this year. Councilmember Geraci agreed and mentioned a life-cycle analysis of replacement of cars and roads going forward. Mr. Norwood mentioned that it will be built in such a manner but it may not fully fund some capital costs.

Mr. Erwin reported that on the Capital Projects; there are between \$2M and \$2.5M of unspent bond proceeds from the 2017 Issuance. He stated that our financial advisor will be present tonight to recommend the refunding of the 2010 Bonds. He reported that staff's approach is to take care of the bond proceeds we have now before incurring new debt.

Mr. Carroll referenced the 2017 Projects list. He noted the projects have been re-evaluated and prioritized. Mr. Carroll clarified that none of the streets denoted were full replacements; but some showed sections that are needed. Mayor Pro Tem Shoffner stated that by replacing two street panels on Edgemere would take care of that street for 20 years; same with a replacement panel on Creekmere. He requested a prioritization of the heavily used streets (major thoroughfares) which were his concern. He noted that it was a shame that Meadowbrook Drive was not completely finished. Mayor Sanders added that Trophy Club Drive is a high second. Mayor Pro Tem Shoffner asked staff to take into account the construction occurring throughout and coordinate same. Mr. Carroll agreed, and stated that staff would coordinate said construction projects. He closed by stating that the rest of streets on the list included small panel replacements that would be done in-house. Mayor Sanders thanked staff for the great job on Indian Creek Drive and Trophy Club Drive.

Mr. Norwood made mention of staff's conference call with local hoteliers about travel. He indicated that they did not provide any direction or suggestions. Councilmember Bone asked if they had any recommendations to offer. Mr. Norwood stated that until businesses get going, they just do not know what to do. Mayor Sanders mentioned that they would not get the Deloitte University revenue as Deloitte built four more buildings around the world. He added that they were not certain they would fill those as people have learned to work remotely. Councilmember Geraci referenced the cost of office space at \$300 sqft to build, lease, and operate. Councilmember Monger entered the meeting at this time. Mayor Pro Tem Shoffner noted his drive to downtown Dallas of 31 miles being 31 minutes, no traffic and many in the white-collar sectors still work remotely. Mr. Norwood stated that in asking their sense of when travel would resume; they replied 2022. Mayor Sanders noted that the WoodSprings Suites had a number of cars parked there. Councilmember Geraci recalled when with the Youth Sports; they had 49 teams and the weekend after, they had 62 teams there.

## **ADJOURNMENT**

Mayor Sanders adjourned the meeting at 6:50 pm.

### **ATTEST:**

---

Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO  
Town Council Minutes

---

C. Nick Sanders, Mayor

June 23, 2020

Page 3 of 4

**TOWN OF TROPHY CLUB  
TOWN COUNCIL REGULAR SESSION MINUTES  
TUESDAY, JUNE 23, 2020, 7 P.M.**

The Trophy Club Town Council met in a Regular Session on Tuesday, June 23, 2020. The meeting was held at Town Hall, 1 Trophy Wood Drive, Trophy Club, TX in the Council Chambers.

**TOWN COUNCIL MEMBERS PRESENT:**

C. Nick Sanders	Mayor
Philip Shoffner	Mayor Pro Tem
Sean Bone	Council Member, Place 3
Karl Monger	Council Member, Place 4
Michael Geraci	Council Member, Place 5

**STAFF PRESENT:**

Steve Norwood	Town Manager
Wade Carroll	Assistant Town Manager
Leticia Vacek	Town Secretary/RMO
David Dodd	Town Attorney
Patrick Arata	Police Chief
Jack Taylor	Fire Chief
Tony Jaramillo	Director of Parks and Recreation
Mike Erwin	Finance Manager
Jill Lind	Communications and Marketing Manager
Mike Pastor	Information Services Manager

Mayor Sanders called the meeting to order at 7:01 pm and noted a quorum with Mayor Pro Tem Shoffner, Council Members Bone, Monger, and Geraci.

The Invocation was delivered by Mayor Sanders as Reverend Edlen Cowley was unable to attend. Mayor Sanders asked that all pause to express gratitude for all blessings, for protection, and the wonderful place to live. He prayed for wisdom and guidance to do the right thing for the citizens of Trophy Club.

The Pledges to the American Flag and Texas Flag were led by Council Member Monger.

**PUBLIC COMMENT**

Town Secretary Vacek confirmed no speakers registered for Public Comment.

**ANNOUNCEMENTS AND REPORTS**

**Item 4 - Badge Pinning Ceremony for newly hired Fire Chief Jack Taylor and Firefighter Jason Countryman (S. Norwood)**

Mr. Steve Norwood announced that the badge pinning was a huge honor and this should have been done a few months ago. He added that Chief Taylor brings a wealth of thoughtfulness and creativity to Trophy Club and was glad that he has become part of the Trophy Club organization. He noted that Fire Chief Taylor had big shoes to fill as Wade Carroll built the Fire Department. Mr. Norwood stated that the pinning for Fire Chief Jack Taylor and Firefighter Jason Countryman would take place and called Chief Taylor and his wife, Staci, to the podium for the pinning. Chief Taylor introduced his wife, Staci and their sons, Jack and Nick.

Mayor Sanders recognized Irving Fire Chief Victor Conley. Mr. Conley stated that he was proud that former Irving Assistant Fire Chief Jack Taylor was recently named Trophy Club's Fire Chief. He added that it was a great appointment for the Town of Trophy Club. He added that Chief Taylor graduated from the National Fire Academy's Executive Fire Academy in December, a 4 year program. He stated that while Jack was packing his belongings, his graduation



certificate was taken from its tube for framing. Mr. Conley presented Chief Taylor with his framed graduation certificate. Lastly, he added that Jack is extremely detailed and happy go lucky as he never disappointed him and always exceeded expectation. Fire Chief Taylor summed it up by stating that he and his family were very pleased and proud to be in Trophy Club. He noted he researched the Trophy Club Organization, and the community is what enticed them to make the move. He thanked his family and Steve Norwood for believing in him and for hiring him to lead the Trophy Club Fire Department. He also thanked Irving Fire Chief Victor Conley and his wife, Shanae (Irving City Secretary) for attending and the presentation, which was a great surprise.

At this time, Fire Chief Taylor introduced Firefighter Jason Countryman to the podium. Mr. Countryman introduced his wife Jennifer and their son, Colby. Jennifer Countryman pinned his badge. Chief Taylor stated that Firefighter Countryman was previously working part-time with the Fire Department and noted that he was a trained professional firefighter that led to the promotion of full-time Firefighter. Mayor Sanders spoke on behalf of the Council by stating that he was glad to have Fire Chief Jack Taylor lead the Fire Department and congratulated Firefighter Jason Countryman. He added that it has always been important that the Fire Department maintain a great level of service and thanked them for what they do day in and day out.

#### **Item 5 - Receive Town Manager Norwood's Update (S. Norwood).**

##### **\*American Heart Association Mission; Gold Plus Award for Trophy Club Fire Department**

Mr. Norwood turned the floor over to Fire Chief Taylor who spoke on the Award for the Trophy Club Fire Department. Kristi Esposito was live via teleconference representing the American Heart Association. She reported that last year Trophy Club earned the Silver Award. She announced that a few days ago it was announced that not only had Trophy Club ascended to the Gold Award but was upgraded to the Gold Plus Award. The Gold Plus Award refers to the quality of pre-hospital STEMI care provided. She added that the Gold Plus Award is attributed to the care that one receives when a call is received by the Fire Department and how Fire Personnel are able to diagnose patients in the field and provide immediate appropriate care while determining the specialty healthcare destination. Said award recognizes Trophy Club's Fire Department with the highest standard of care for patients.

Mr. Norwood recognized former Chief Carroll, Chief Taylor and the Fire Department Staff present at the Council Meeting and congratulated them for a job well done.

##### **\*Meadowbrook Lane Update**

Mr. Norwood reported on the Meadowbrook Lane Project. He stated that this is part of the expanded project over the years and into future years. He added that they are preparing to start with the pavement construction next week as they have fallen behind due to the weather and when in a heavy residential area, there are many obstacles. Lastly, he stated that they are moving forward with Phase I.

Mayor Sanders thanked Steve for the report and read a list of Certificates of Occupancy (CoO's) issued thus far and requested that Council be provided a list of CoO's issued for the restaurants and businesses at PD-30.

#### **CONSENTAGENDA**

*All matters listed as Consent Agenda are considered to be routine and will be enacted by one motion. No separate discussion of these items will be held. Only items removed from the consent agenda will be considered individually.*

- 6. Take appropriate action regarding the Town Council Regular Session Minutes dated June 9, 2020 (L. Vacek).**
- 7. Request from Shane Philpott to waive late fees and penalties for The Christian Fellowship in the amount of \$259.35 (S. Norwood)**
- 8. Take appropriate action relating to office copiers' lease not to exceed the amount of \$34,000 (S. Norwood).**

**Motion:**

**Council Member Bone move to approve Consent Items 6 through 8. Council Member Geraci seconded the motion. Motion carried unanimously 5-0-0.**

**INDIVIDUAL ITEMS**

**9. Take appropriate action regarding the Interlocal Agreement (ILA) with Watauga for Fleet Service for the Trophy Club Fire Department (S. Norwood).**

Mr. Norwood reported that the ILA with Watauga is a great partnership for fleet service and turned it over to Fire Chief Taylor. Fire Chief Taylor stated that they had an opportunity to look outside for repairs and maintenance. He stated that the turn-around time for the repair of a truck is the reason to look outside for servicing Trophy Club's Pierce Equipment and Trucks. He added that the City of Watauga wanted to expand their service program; and invited the Fire Department to consider them, affording Trophy Club a cost savings. Councilmember Shoffner asked of the term of the agreement. Fire Chief Taylor replied that it would be an annual automatic renewal until Trophy Club chooses not to renew.

**Motion:**

**Council Member Shoffner moved to approve Item 9. Council Member Bone seconded the motion. Motion carried unanimously 5-0-0.**

**10. Presentation by SAMCO, the Town's Financial Advisor, on refunding some of the Town's currently outstanding debt for interest rate savings and authorizing Town Staff and Financial Advisor to proceed with the Refunding (S. Norwood).**

Mark McLiney with SAMCO Capital Markets, the Town's Financial Advisor, reported that there is an opportunity for the refunding of Trophy Club 2010 Bonds. He stated that he reviewed the two bonds sold in 2010 since interest rates are hitting all-time lows. He explained that he would be recommending the opportunity to pay-off the bonds quicker while providing Trophy Club with more capacity. He mentioned said savings will be realized after the cost of issuance and requested permission to proceed with the refunding. He said that in year one there would be a loss of \$195,000 but would be using the opportunity to pay off the bond. In the following years, yearly savings of \$60,000 for a grand total savings of \$350,000 by 2030 would be the estimate.

Mr. McLiney stated that the estimated savings of \$350,000 was conservative. He noted that the current 11 cent I&S Tax Rate remains the same (since 2014) to pay debt service on the Town's Bonds. He added that the savings will be generated after cost of issuance. If approved; he reported that bids from potential purchasers would be received August 11 with final interest rates for a bond sale that Council would authorize. The closing for the payment and delivery of the bonds would take place on September 15, 2020.

Mayor Sanders referred to the GO Refunding Bonds Series 2010 asking of the original finish date. It was stated that the refunding does not extend the date. Mayor Sanders further inquired of leaving the I&S rate at 11 cents; he asked if all 11 cents would be utilized. Mr. Erwin stated that they would maintain and use the entire 11 cents this year.

**Motion:**

**Mayor Sanders moved to approve item 10. Council Member Monger seconded the motion. Motion carried unanimously 5-0-0.**

**11. Review and provide direction to staff on Future Agenda Items List (S. Norwood).**

Mr. Norwood referenced the list of agenda items distributed to Council. He referenced the list and noted that there are some items that have been on it for several years. He provided a reader's digest version of where the list now stands. Moving forward when an item is suggested; within 2 weeks or a month at latest, staff will respond with a report or email that provides information on the item. Mr. Norwood added that if Council wants to pursue it further, the item would be brought back for additional information, at that time; the information may be sufficient and the item is removed from the list. Mr. Norwood stated that he would like to have the list on the agenda once a month (Monthly List) as he was trying to be concise and simplify the process. Council Member Shoffner asked if an item is requested; will that come back to Council in the form of a report or on the agenda. Mr. Norwood replied that staff would send the report but that the item would still appear on the Monthly List at the next meeting. At that time; the item can be disposed of and removed from the list.

Mayor Pro Tem Shoffner used an example of providing all residents with \$500. Mr. Norwood clarified that he would send the Council a report and bring the item back to the full Council on the Monthly List. Mr. Norwood stated that the item would stay on the list until the Council is satisfied with the report or if the Council chooses to add it to the agenda, at that point, the item is removed from the list.

Mayor Pro Tem Shoffner asked how does the Council deal with items that stay on the list; such as items that are forgotten. Mr. Norwood stated that staff is not going to forget about an item as the Council has the ultimate say on the items.

Mayor Sanders clarified if the list comes back once a month; it will be a complete list of all outstanding items. Mr. Norwood stated that was correct. A question was asked with items that require bidding and seem to linger (i.e. the entry-way monuments) and if that item would stay on the list. Mr. Norwood replied that said items would stay on the list until a contract is approved. He added that he did not have any interest in keeping items on the list for a number of years. Mayor Pro Tem Shoffner noted that in the past, there have been several items with no new information but the main goal is to clear the list. Mr. Norwood agreed and stated that he said it best.

Mayor Sanders referred to Rules of Procedure; Item 7 of the list and asked to add letter (b) to that item on how we process and issue proclamations as he wanted the policy to be clear. He added that the Rules and Procedures are unclear in placing an item from the Monthly Items List, to be placed on the Council Agenda. He asked if Mayor Pro Tem Shoffner wanted to add an item to the agenda from the Monthly List; does the item get placed on the Council Agenda. It was further asked if it would require two Councilmembers to add said item. It was stated that the City Council can place an item for discussion on the agenda utilizing the process outlined in the Town Charter.

Council Member Geraci stated that in order to remove items from the Future Agenda List; several items could filter over to the Capital Improvement Projects, or the Budget Review Process for allocation of funds, and/or to be addressed in FY2022 and beyond.

A discussion ensued regarding the process of adding an item to the Council Agenda from the Monthly Agenda List and if the same process would be followed that is set by Town Charter.

Council Member Bone stated that with regards to placing an item on the Council Agenda from the Monthly Agenda List; the Charter sets out the process for placing items on the agenda. He added that if he could not garner support from his colleagues to do so; then the item is not placed on the agenda. He noted that prevents staff from working on the item, wasting staff time and resources. Mayor Pro Tem Shoffner felt that Council could deal with that in the Rules of Procedure.

Mayor Pro Tem Shoffner added that with regards to the authority issuing proclamations; the Mayor should have that authority especially when there is a time constraint of placing the proclamation on a future Council Agenda. It was mentioned that perhaps some needs to be re-worded in the Rules and Procedures. Mayor Sanders stated that there have been requests by organizations that need a proclamation by a certain date and this addition would address these situations. Mrs. Vacek explained that the Presiding Officer (Mayor) has the authority to issue proclamations as needed. She added that it is not a requirement to place proclamations on the agenda for approval; although it has been past practice. She reiterated that the Mayor may issue proclamations as needed; and when time permits; proclamations will be placed on the agenda in order to call attention and recognition of the message to the community.

Mayor Sanders summed up that staff should proceed as directed on the Future Agenda List and the Rules of Procedure as he would like the processes discussed documented.

#### **EXECUTIVE SESSION**

Mayor Sanders announced that the Council would not recess into executive session.

#### **ADJOURNMENT**

Mayor Sanders adjourned the meeting at 7:59 pm.

#### **ATTEST:**

---

Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO

---

C. Nick Sanders, Mayor

## Legislation Details (With Text)

<b>File #:</b>	2020-199-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/30/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Interlocal Agreement for Shared Governance Communications and Dispatch Services System for the Trophy Club Police and Fire Departments, not to exceed the amount of \$56,000 (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report - Denton Co ILA For Dispatch service 2020-21.pdf</a> <a href="#">ILA Communications-Dispatch Contract 2020-21 with Exhibits.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding the Interlocal Agreement for Shared Governance Communications and Dispatch Services System for the Trophy Club Police and Fire Departments, not to exceed the amount of \$56,000 (S. Norwood).



---

1 Trophy Wood Drive, Trophy Club, TX 76262 | 682.237.2900 | [info@trophyclub.org](mailto:info@trophyclub.org) | [trophyclub.org](http://trophyclub.org)

---

---

**To:** Mayor and Town Council

**From:** Patrick Arata, Police Chief  
Jack Taylor III, Fire Chief

**CC:** Steve Norwood, Town Manager  
Leticia Vacek, Town Secretary

**Re:** Shared Governance Communications & Dispatch Services  
Town Council Meeting, July 28, 2020

---

**Agenda Item:**

Consider and take appropriate action regarding an Interlocal Cooperation Agreement between the Town and Denton County for the Fiscal Year 2020-2021 Shared Governance Communications and Dispatch Services System for the Police Department and Fire/EMS Department; and authorizing the Mayor or his designee to execute all necessary documents (S. Norwood).

**Strategic Link:**

Safety & Security Achieve exceeding high standards for public safety and low crime rate.

**Background and Explanation:**

This Interlocal Agreement is for Police and Fire/EMS dispatch services for FY 2020 - 2021. The agreement states Trophy Club Police Department has a total cost of \$47,489.00 and the Fire/EMS Department has a total cost of \$7,891.00, for a total of \$55,380.00.

**Financial Considerations:**

Impact of \$55,380.00 for Police and Fire/EMS.

**Legal Review:**

The Town Attorney has reviewed this item and concurs with the staff recommendation.

**Board/Commission/ or Committee Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends Council approve the Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System.

**Attachments:**

- Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System

**Council Approval:**

---

**Mayor Nick Sanders, or designee**

STATE OF TEXAS               §  
  §  
COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

---

[ Name of Agency: Town of Trophy Club Fire & Police Departments  
hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1.       **PURPOSE.** The Denton County Sheriff ("Sheriff ") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff s available telecommunications and dispatch services ("Services") during the term of this agreement.

2.       **ADVISORY BOARD.** The Denton County Sheriff s Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff s Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3.       **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning October 1, 2020 and ending on September 30, 2021.

4.       **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.



5. ANNUAL SERVICE FEE. Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit '4'*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OJA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. COUNTY SERVICES AND RESPONSIBILITIES. The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

6.3 The services provided by County include the following:

- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
- 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
- 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
- 6.3.4. providing on-going communication support to the emergency personnel in the field; and
- 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. AGENCY RESPONSIBILITIES. The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR <u>TERMINAL AGENCY AGREEMENT</u>

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Town of Trophy Club Fire & Police Departments
Contact Person	Mayor C. Nick Sanders
Address	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
Telephone	682-237-2900
Email	nsanders@trophyclub.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIYER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
110 West Hickory, Room #207  
Denton, Texas 76201  
(940)349-2820

\_\_\_\_\_  
C. Nick Sanders, Mayor  
\_\_\_\_\_  
Town of Trophy Club  
\_\_\_\_\_  
1 Trophy Wood Dr.  
\_\_\_\_\_  
Trophy Club, TX 76262  
\_\_\_\_\_  
682-237-2900

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

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

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

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Fire Chief Jack Taylor, III.

\_\_\_\_\_  
Police Chief Patrick Arata

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
J. David Dodd III.  
Attorney for Agency



# Exhibit A

## 2020-21 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

<b>Agency:</b>	Town of Trophy Club Fire & Police Departments
Payment Contact Person:	Chief Arata, Chief Taylor and/or April Duvall
Phone Number:	682-237-2900
	<a href="mailto:parata@trophyclub.org">parata@trophyclub.org</a>
	<a href="mailto:jtaylor@trophyclub.org">jtaylor@trophyclub.org</a>
Email(s):	<a href="mailto:aduvall@trophyclub.org">aduvall@trophyclub.org</a>
Address:	1 Trophy Wood Dr.
City, State, Zip	Trophy Club, TX 76262
	\$ 7,891.00 Fire
	\$47,489.00 Police
AGENCY TOTAL AMOUNT DUE	\$ 55,380.00 Total

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options <u>Agency MUST</u> <u>Select One</u> <u>Payment</u> <u>Option</u>	1	<u>One Annual Payment (100%)</u>
	2	<u>Two Payments (50%)</u>
	3	<u>Four Payments (25%)</u>
	4	<u>[ Twelve Monthly Payments</u>
	5	<u>Other Payment Option</u>

## Exhibit B

### TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2020-2021

---

Twenty-Four Hour Terminal Agency    DENTON COUNTY SHERIFF'S OFFICE

---

Non Twenty-Four Hour Terminal Agency

Trophy Club Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

IN witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

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

By: Tracy Murphree

Title: Denton County Sheriff

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

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

By: Patrick Arata

Title: Police Chief

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

## Legislation Details (With Text)

---

<b>File #:</b>	2020-207-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	7/7/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Extension of Proclamation 2020-02 Declaring a Local Disaster for the Town of Trophy Club, Texas (Mayor Sanders).				
<b>Attachments:</b>	<a href="#">Proc. 2020-02 Updated Declaring Local Disaster Amended July 28, 2020.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Extension of Proclamation 2020-02 Declaring a Local Disaster for the Town of Trophy Club, Texas (Mayor Sanders).

**TOWN OF TROPHY CLUB  
PROCLAMATION 2020-02  
Amended March 31, 2020  
Amended April 28, 2020  
Amended May 29, 2020  
Amended July 28, 2020**

**AN EXTENSION OF PROCLAMATION 2020-02 DECLARING A LOCAL DISASTER  
FOR THE TOWN OF TROPHY CLUB, TEXAS ISSUED ON THE 28TH DAY OF  
JULY 2020 THROUGH THE 25TH DAY OF AUGUST 2020.**

**WHEREAS**, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China. Symptoms of COVID-19 include fever, cough, and shortness of breath. Outcomes have ranged from mild to severe illness, and in some cases death; and

**WHEREAS**, on March 11, 2020 the World Health Organization (WHO) declared COVID-19 as a pandemic; and

**WHEREAS**, on March 13, 2020 the President of the United States did find and proclaimed that the COVID-19 outbreak in the United States constitutes a National Emergency; and

**WHEREAS**, on March 13, 2020 the Governor of the State of Texas certified that COVID-19 poses an imminent threat of disaster in the state and declared a state of disaster for all counties in Texas; and

**WHEREAS**, on March 13, 2020 the County Judge of Tarrant County issued a Declaration of Local Disaster due to Public Health Emergency, the Tarrant County Commissioners issued a Renewal of the Declaration of Local Disaster due to a Public Health Emergency on March 17, 2020 and the First Amended Declaration of Local Disaster due to Public Health Emergency was issued on March 18, 2020; and

**WHEREAS**, also on March 17, 2020 the County Judge of Denton County, Texas certified that COVID-19 poses an imminent threat of disaster in Denton County and declared a State of Disaster for all of Denton County; and

**WHEREAS**, the Mayor of the Town of Trophy Club, Texas has determined that extraordinary measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19, and to protect or rehabilitate property; and

**WHEREAS**, the Town of Trophy Club entered into a Joint Resolution with Denton County to form an Interjurisdictional Emergency Management Program, adopted through Trophy Club Resolution 2018-07 allowing the Town of Trophy Club to operate within the Interjurisdictional Emergency Management Plan;

**NOW THEREFORE, BE IT PROCLAIMED BY THE TOWN OF TROPHY CLUB:**

1. That a Local State of Disaster is hereby declared for the Town of Trophy Club, Texas, pursuant to Section 418.108(a) of the Texas Government Code.
2. Pursuant to Section 418.108(b) of the Government Code, this declaration of local disaster shall continue for a period through August 25, 2020 unless continued or renewed by the Town Council.
3. Pursuant to Section 418.108(c) of the Government Code, this declaration of local disaster shall be filed promptly with the Town Secretary, and shall be given prompt and general publicity.
4. Pursuant to Section 418.108(d) of the Government Code, this declaration of local disaster activated the Town of Trophy Club's and Denton County's Interjurisdictional Emergency Management Program.
5. This Declaration enables the Town of Trophy Club to take any action authorized under Federal or State Law and/or the Disaster Declaration from the State of Texas and/or Denton County Commissioners Court adopted by Trophy Club Resolution 2018-07.
6. That this proclamation shall take effect immediately from and after its issuance.

**DECLARED AND ORDERED this 28th day of July 2020.**

---

C. Nick Sanders, Mayor

ATTEST:

---

Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO



## Legislation Details (With Text)

<b>File #:</b>	2020-202-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	7/1/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding an upgrade for the WatchGuard 4RE In-Car Video System and Body Cam Videos for the Trophy Club Police Department, not to exceed the amount of \$30,519.00 (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report - Watchguard - 07-28-20.pdf</a> <a href="#">Trophy Club PD Evidence Library.com.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding an upgrade for the WatchGuard 4RE In-Car Video System and Body Cam Videos for the Trophy Club Police Department, not to exceed the amount of \$30,519.00 (S. Norwood).



---

1 Trophy Wood Drive, Trophy Club, TX 76262 | 682.237.2900 | [info@trophyclub.org](mailto:info@trophyclub.org) | [trophyclub.org](http://trophyclub.org)

---

**To:** Mayor and Town Council

**From:** Mike Pastor, Information Services Manager

**CC:** Steve Norwood, Town Manager  
Leticia Vacek, Town Secretary/RMO

**Re:** Procurement of Watchguard Evidencelibrary.com Cloud Software.  
Town Council Meeting, July 28, 2020

---

**Agenda Item:**

Take appropriate action regarding an upgrade for the WatchGuard 4RE In-Car Video System and Body Cam Videos for the Trophy Club Police Department, not to exceed the amount of \$30,519 (S. Norwood).

**Strategic Link:**

Safety & Security – Achieve exceeding high standards for public safety and low crime rates.  
Infrastructure & Development – Maintain and improve all Town infrastructure.  
Infrastructure & Development – Collaborate effectively with other governmental entities.  
Administrative & Financial Services – Exercise fiscal discipline in all Town operations.  
Administrative & Financial Services – Provide high value technology and information services.

**Background and Explanation:**

We are requesting to upgrade the current Watchguard video server to a cloud version for \$30,519 with offsetting costs. There is also a 5% contingency included in that cost. By migrating to the cloud storage, we can store an unlimited amount of video recordings using approved retention policies. Evidencelibrary.com is a secure CJIS-compliant storage with encryption with local and geo-redundant storage options and provide data durability and high availability. With cloud-share, we can now share evidence in a secure environment while retaining full access controls with anyone who has an email address. There are no access or storage fees for district attorneys, court systems, media or other agencies.

We are looking to fund this project by offsetting savings on several other projects.

Watchguard server upgrade = \$15,000 (07-640-83700-301)  
Watchguard software support prorated refund = \$3,461 (01-640-60800)  
Change our cloud backup provider, savings = \$10,000 (01-640-60800)

Other projected savings = \$4,000 (07-640-83700-301)  
Total savings = \$32,461

It meets all our purchasing guidelines, purchased with cost savings, and is a sole source purchase.

**Financial Considerations:**

Financial considerations information

**Legal Review:**

Not applicable.

**Board/Commission/or Committee Recommendation:**

Not applicable.

**Staff Recommendation:**

Staff recommends approval of the procurement of Watchguard evidencelibrary.com cloud software.

**Attachments:**

- Trophy Club PD EvidenceLibrary.com 6-18-20.pdf

**Town Council Approval:**

---

**Mayor C. Nick Sanders or designee**



## 4RE/VISTA Price Quote

CUSTOMER: Trophy Club Police Department

ISSUED: 6/18/2020 12:25 PM

EXPIRATION: 6/30/2020 8:00 PM

,  
,,  
,,,

**TOTAL PROJECT ESTIMATED AT:  
\$29,065.00**

ATTENTION: Patrick Arata

SALES CONTACT: Izzy Valdovino

PHONE: 682-237-2955

DIRECT:

E-MAIL:

E-MAIL: izzy.v@motorolasolutions.com

### EvidenceLibrary.com

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-SHD	Evidencelibrary.com, Software and Hosting, Unlimited Shared, Annually per device	10.00	\$695.00	\$0.00	\$6,950.00

#### Server Hardware and Software

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-UPL-SRV-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	1.00	\$4,500.00	\$0.00	\$4,500.00
					<b>\$11,450.00</b>

### EvidenceLibrary.com

#### Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	27.00	\$495.00	\$0.00	\$13,365.00
					<b>\$13,365.00</b>

### 4RE and VISTA Proposal

#### WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-ONS-400	4RE System Setup, Configuration, Testing and Training (WG-TS)	1.00	\$2,500.00	\$0.00	\$2,500.00
BRK-DV1-MIC-100	Video Migration from EL4 to ELC. 13TB.	1.00	\$1,500.00	\$0.00	\$1,500.00
Freight	Shipping/Handling and Processing Charges	1.00	\$250.00	\$0.00	\$250.00
					<b>\$4,250.00</b>

415 E. Exchange Parkway • Allen, TX • 75002  
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778  
[www.WatchGuardVideo.com](http://www.WatchGuardVideo.com)



## 4RE/VISTA Price Quote

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
<b>Total Amount</b>	<b>\$29,065.00</b>

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: \_\_\_\_\_ DATE: \_\_\_\_\_



## Legislation Details (With Text)

<b>File #:</b>	2020-204-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	7/6/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Interlocal Agreement/Commercial Lease for Real Property Annex & Parks Maintenance Building from the Municipal Utility District (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report - ILA for real property.pdf</a> <a href="#">072020 Redline Agt Real Property Matters.pdf</a> <a href="#">072020 Redline Lease.pdf</a> <a href="#">2020-0720 Revised ILA Real Property Matters.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding the Interlocal Agreement/Commercial Lease for Real Property Annex & Parks Maintenance Building from the Municipal Utility District (S. Norwood).

---

**To: Mayor and Town Council**

**From: Steve Norwood, Town Manager**

**CC: Leticia Vacek, Town Secretary**

**Re: ILA for Lease of Real Property Annex & Parks Maintenance Building  
July 28, 2020**

---

**Agenda Item:**

Take appropriate action regarding the Interlocal Agreement/Commercial Lease for Real Property Annex & Parks Maintenance Building from the Municipal Utility District (S. Norwood).

**Strategic Link:**

This item relates primarily to the following strategic priorities and goals of the Town's strategy map.

Administrative and Financial Services – Exercise fiscal discipline in all Town operations

**Background and Explanation:**

At our February 1, 2020 Council Goals Retreat, one of the top items that was agreed upon was the exchange of properties between the Town and the MUD. The MUD has a desire to use the Annex Building adjacent to their offices and the Town has a desire to use the Parks Maintenance Building, adjacent to the wastewater plant and country club maintenance barn. Since February there have been several meetings to discuss the details of the property swap with a two member committee from both the Town and the MUD. The Town was represented by Mayor Sanders and Mayor Pro Tem Shoffner. The MUD was represented by Board Chairman Greg Wilson and Bill Rose. After several months of negotiations and meetings the agreement is now ready to be considered by the Town Council. This past Monday evening, the MUD approved the agreement with some minor changes. We also have this ILA posted for our joint meeting on Thursday, July 30<sup>th</sup> with the MUD to consider the Fire Department budget, just in case some issues come up next Tuesday, and we need further discussion with the MUD Board.

Some of the highlights of the agreement are:

- No monies exchange between the Town and MUD. It's a 99 year lease.

- The Town will continue paying the annual debt on the annex building....approximately \$34,000 thru 2024. The annex building is on MUD property.
- An access road, not to exceed 30' in width will run north and south between the Parks building and the Country Club maintenance building in order to gain access to MUD property just to the north, which is heavily treed. It is unlikely that this road will ever be constructed, but is part of the agreement. The MUD would pay 100% of the costs of this access road.
- The improvement of the extension of Junction Way would go to the rear of the wastewater plant. Currently the road is unimproved, except for a small portion up to the TC Country Club building. This is a priority for the Town and MUD. Costs would be equally shared among the different entities.
- The Town would have 100% use of the Parks maintenance building along with currently vacant property to the north, and up to the recently acquired treed property to the north.

Two items where less than total agreement were shared:

- Waiving of tree mitigation fees were agreed upon provided that the Town continues usage of the Parks Maintenance building.....if it's terminated then the waiver would expire. There was discussion on whether this should go with the agreement, or the ownership of the property.
- The treed property to the north would be zoned Governmental Use (GU), there was some disagreement with the MUD regarding the Town rezoning their property without the MUD's consent.

#### **Financial Considerations:**

The ILA does not call for the exchange of any money for the execution of the agreement.

#### **Legal Review:**

Town Attorney David Dodd has reviewed the agreement and finds no need for further amendment.

#### **Board/Commission/ or Committee Recommendation:**

Not applicable

#### **Staff Recommendation:**

Staff recommends approval of the ILA with the Trophy Club Municipal Utility District #1 for Lease of Real Property Annex & Parks and Maintenance Building.

#### **Attachments:**

- Redline Agreement Real Property Matters.pdf
- Redline Lease.pdf
- 2020-0720 Revised ILA Real Property Matters.pdf

#### **Town Council Approval:**

---

**Mayor C. Nick Sanders or designee**

## AGREEMENT REGARDING REAL PROPERTY MATTERS

STATE OF TEXAS                   §  
   §  
COUNTIES OF TARRANT       §  
AND DENTON                     §

This **Agreement Regarding Real Property Matters** (“Agreement”) is made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between **Trophy Club Municipal Utility District No. 1**, a conservation and reclamation district of the State of Texas created and operating under Chapters 49 and 54 of the Texas Water Code (the “District”) and **Town of Trophy Club, Texas**, a Texas home rule municipality (the “Town”). The District and the Town are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### RECITALS

1. WHEREAS, the District and Town have previously entered certain leases and agreements relating to the lease, occupancy and use of real property;

2. WHEREAS, the needs and priorities of the Parties have changed since such agreements were entered into, and the Parties desire to terminate such agreements and enter into new agreements to reflect their current needs and priorities;

3. WHEREAS, Section 49.225 of the Texas Water Code authorizes a water district to lease any of its property, real or personal, to any person under terms and provisions that the board determines to be advantageous to the district;

4. WHEREAS, Section 49.226(b) of the Texas Water Code authorizes property owned by a water district to be released, exchanged or transferred to a municipality upon terms and conditions deemed necessary or advantageous to the district; and

5. WHEREAS, pursuant to the foregoing statutory authority, the Parties desire to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I. DEFINITIONS**

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement have the meanings set out below:

- (a) “Agreement” means this Agreement Regarding Real Property Matters and all exhibits hereto.
- (b) “Annex Building” means the building constructed by the Town on the District Tract is identified on Exhibit “A”.

- (c) “Annex Building Debt” means debt of any kind issued or incurred by the Town to fund construction of, or otherwise related to, the Annex Building, including without limitation, any bonds, notes, certificates of obligation or other evidence of indebtedness.
- (d) “District Access Corridor” means the 30-foot wide area of the Wastewater Facility Tract on which the District contemplates the construction of roadway improvements to facilitate access to the rear of the Wastewater Facility Tract, said corridor being identified on **Exhibit “B”**.
- (e) “District Tract” means Lot 2, Block 1, MUNICIPAL UTILITY DISTRICT NO. 1 COMPLEX, an addition to the Town of Trophy Club, Denton County, Texas, by a plat filed February 12, 2010, and recorded as Instrument Number 2010-22, of the Plat Records of Denton County, Texas.
- (f) “Junction Way Extension” means the public road to be funded by the Parties and constructed by the Town to improve access to the Maintenance Building and Wastewater Facility Tract. The location of the Junction Way Extension is identified on **Exhibit “D”** and shall be an extension of “Junction Way.”
- (g) “Maintenance Building” means the existing storage and maintenance building constructed by the District and located on the Wastewater Facility Tract, as identified on **Exhibit “C”**.
- (h) “Maintenance Building Agreement” means that certain “Interlocal Cooperation Agreement Payment Contribution Agreement” dated October 16, 2006 entered into between the Town and the District setting forth the terms and conditions pursuant to which the Parties agreed the Town would be entitled to fifty percent (50%) of the use and occupancy of the Maintenance Building.
- (i) “Maintenance Building Lease Tract” means the real property that is the subject of, and more particularly described in, the Maintenance Building Lease.
- (j) “Maintenance Building Lease” means the Lease Agreement substantially in the form attached hereto as **Exhibit “E”** pursuant to which the District shall lease the Maintenance Building Lease Tract and Maintenance Building to the Town.
- (k) “Police Building Lease” means that certain “Lease Agreement” dated September 26, 1995 entered into between the Town and the District setting forth the terms and conditions pursuant to which the District leased to the Town the Police Building for a period of 99 years for the purposes of police administration and services, court services, jail and detention, parking and other uses consistent with the foregoing.
- (l) “Police Building” means the building that is the subject of the Police Building Lease and was located on the District Tract.
- (m) “Wastewater Facility Tract” means the tract of land owned by the District on which the District’s wastewater treatment plant facility is located, as more particularly identified in **Exhibit “F”**.



## **ARTICLE II. POLICE BUILDING MATTERS**

**Section 2.01 Demolition of Police Building.** The Parties acknowledge that as of the Effective Date of this Agreement, the Town has demolished the Police Building and removed all associated waste materials from the District Tract. The Parties approve such demolition and removal for all purposes.

**Section 2.02 Soil Importation.** Within sixty (60) days after the Effective Date, the Town shall import and deposit soil to level the surface of the District Tract in the area where the Police Building was located. All such soil shall be nonhazardous and shall comply with all applicable regulatory requirements.

**Section 2.03 Termination of Police Building Lease.** The Police Building Lease is hereby terminated for all purposes.

## **ARTICLE III. ANNEX BUILDING MATTERS**

**Section 3.01 Release of Claim to Annex Building.** The Town hereby releases any claim or interest of any kind or nature in and to the Annex Building. The Town acknowledges and agrees that the Annex Building is a permanent improvement to the District Tract and is therefore owned by the District. Upon receipt of written request by the District, the Town agrees to promptly execute any instrument requested by the District to evidence its release of any ownership or claim in and to the Annex Building.

**Section 3.02 Annex Building Debt.** The Town shall remain responsible for the Annex Building Debt, if any, and nothing herein shall be construed to transfer responsibility for payment of any Annex Building Debt from the Town to the District.

**Section 3.03 Removal of Property from Annex Building.** The Town shall remove its personal property from the Annex Building within sixty (60) days after the Effective Date of this Agreement.

## **ARTICLE IV. MAINTENANCE BUILDING AND WASTEWATER FACILITY TRACT MATTERS**

**Section 4.01 Termination of Maintenance Building Agreement.** The Maintenance Building Agreement is hereby terminated.

**Section 4.02 Maintenance Building Lease.** Simultaneously with the execution of this Agreement, the Parties shall execute the Maintenance Building Lease substantially in the form attached hereto.

**Section 4.03 Design of Junction Way Extension.** Promptly after execution of this Agreement by the Parties, the Town will authorize its engineering consultants to prepare the plans and specifications for the Junction Way Extension. The road improvements shall be prepared in accordance with all applicable local, state and federal regulatory requirements for a public road.

**Section 4.04 Construction of Junction Way Extension.** The Town shall design and complete construction of the Junction Way Extension within twelve (12) months after the Effective Date.

**Section 4.05 Ownership, Operation and Maintenance of Road.** Upon final completion of construction, the Junction Way Extension, the Town shall be responsible for ownership, operation, maintenance and repair of the Junction Way Extension.

**Section 4.06 District Use and Access.** The District, together with its employees, representatives, agents and contractors shall have full and complete use of the Junction Way Extension at all times.

**Section 4.07 Cost of Design.** The Town will advance and pay the cost of the design and construction of the Junction Way Extension, subject to its right to reimbursement from the District in accordance with the terms of this Agreement.

**Section 4.08 Reimbursement of Junction Way Extension Costs.** Upon final completion of construction of the Junction Way Extension, the Town will prepare and send to the District an invoice identifying the total out-of-pocket costs incurred by the Town for design and construction of the Junction Way Extension. The invoice shall include copies of all pay applications and invoices for which payment was made by the Town to third parties for design and construction of the Junction Way Extension and for which reimbursement is sought from the District. The District shall be responsible for payment of one-half of the total out-of-pocket costs funded by the Town for design and construction of the Junction Way Extension, less any funding or reimbursement received by the Town from Trophy Club Country Club or other third party (such that the total net cost to the Town and the District shall be equal). The District shall provide reimbursement for its share of costs within thirty (30) days after receipt of the complete invoice for payment and supporting detail.

**Section 4.09 District Access Corridor.** The Town agrees to fully cooperate with the District to facilitate the dedication of right-of-way by the District and construction of a public road within the District Access Corridor. The District shall be responsible for all costs and expenses related to design and construction of any road within the District Access Corridor. The timing for construction of the road shall be within the sole and absolute discretion of the District. The Town shall fully cooperate with, and shall grant, all approvals sought by the District for construction of the roadway. The Town specifically agrees that the final roadway width shall not exceed thirty (30) feet in width. The Parties hereby agree that in the event the Maintenance Building Lease includes any portion of the District Access Corridor, such lease shall automatically be revised to exclude the District Access Corridor at such time as the District proceeds with construction of the road.

**Section 4.10 Tree Mitigation.** The Town releases the District and its contractors, agents and representatives of any and all tree mitigation requirements and tree removal restrictions otherwise applicable to the Wastewater Facility Tract (including tree replacement and payment obligations of any kind). The provisions of this Section 4.10 shall continue for so long as the District retains ownership of the Wastewater Facility Tract and shall survive expiration or termination of this Agreement.

**Section 4.11 Maintenance Building Insurance.** The District will be responsible for all insuring the Maintenance Building and all authorized improvements constructed thereon.

**Section 4.12 Maintenance Building Improvements and Repairs.** As more fully set forth in the Maintenance Building Lease, the Town shall not modify or improve the Maintenance Building or Maintenance Building Lease Tract without the prior written consent of the District. Any improvements to the Maintenance Building or Maintenance Building Lease Tract constructed by the Town that are approved by the District shall be owned by the District for all purposes. The Town will be responsible for maintenance of the Maintenance Building and Maintenance Building Lease Tract and shall maintain such properties in a state of good repair. Without limitation, the Town shall maintain in proper condition the air conditioning and heating systems, wiring, lighting and landscaping. The Town shall not undertake any improvements on, or modifications to, the Maintenance Building Lease Tract that would impair the District's ability to construct a public roadway within the District Access Corridor.

**Section 4.13 Zoning Matters.** In the event the Town changes the zoning of the Wastewater Facility

Tract without the consent of the District, then this Agreement and the Maintenance Building Lease shall terminate for all purposes.

## **ARTICLE V. NOTICES**

**Section 5.01 Notice.** With respect to any notices, submissions or any other communication required hereunder (in any case, a “Notice”), to either Party, such Notice shall be delivered in one of the following ways: (i) by hand delivery, marked for same day delivery, to the address of the recipient party specified below; (ii) by deposit of the Notice, marked for next day delivery, with Federal Express, Airborne or other overnight courier acceptable to the recipient party, to the address of the recipient party specified below; (iii) by deposit of the Notice, sent certified mail, return receipt requested, in an official depository for the United States Mail, to the address of the recipient party specified below or (iv) by telecopy transmission sent to the facsimile number listed below, receipt of which is verified electronically or otherwise.

Notices properly sent by telecopy are deemed delivered upon verified receipt. Hand-delivered Notices shall be deemed delivered when received at the specified address. Notices sent by overnight courier shall be deemed delivered the day following deposit with such overnight courier (when deposited in time for next day delivery), unless actual receipt is required by the terms of this Agreement. Notices sent by the United States certified mail, return receipt requested, shall be deemed delivered two (2) days following such deposit, unless actual receipt is required by the terms of this Agreement. Notices shall be sent to the party to whom intended to be given at the address or number set forth below, with a copy of such Notice given to such party's attorney at the address or number set forth below:

If to District:

Trophy Club Municipal Utility District No. 1  
100 Municipal Drive  
Trophy Club, Texas 76262

If to Town:

Town of Trophy Club  
1 Trophy Wood Drive  
Trophy Club, TX 76262-9700

Each of the above-listed addressees may change its address and number for notice purposes, or change notice addresses to their respective successors and assigns, by delivering to the other addressees a written notice of change of address and number, in a manner specified in this paragraph for delivery of Notices. However, no such change of address or number shall be effective against another addressee until written notice of such change is actually received by such addressee.

## **ARTICLE VI. DEFAULT AND REMEDIES**

**Section 6.01 Notice and Opportunity to Cure.** If either Party (referred to herein as the “Defaulting

*Party*”) fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a “*Default*”) then the other Party (referred to herein as the “*Non-Defaulting Party*”) may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the “*Default Notice*”) which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

**Section 6.02 Remedies.** If the Defaulting Party fails or refuses to timely comply with any of its respective obligations hereunder, the Non-Defaulting Party will have the option, after providing the Default Notice and opportunity to cure, to enforce this Agreement by any remedy at law or in equity to which it may be entitled; or to terminate this Agreement.

**Section 6.03 Cross Default.** Any default under this Agreement that is not timely cured after the Default Notice shall constitute a default under the Maintenance Building Lease and in addition to any other remedies available at law or in equity, the Non-Defaulting Party may terminate the Maintenance Building Lease.

## **ARTICLE VII. GENERAL PROVISIONS**

**Section 7.01 Attorneys’ Fees.** If any Party initiates legal proceedings to seek adjudication of an alleged Default under or breach of this Agreement, the prevailing Party will be entitled to recover reasonable and necessary attorneys’ fees from the non-prevailing Party.

**Section 7.02 Term.** The term of this Agreement begins on the Effective Date and, unless earlier terminated, will continue until the expiration of the Maintenance Building Lease.

**Section 7.03 Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, and any assignment without such consent shall be void.

**Section 7.04 Headings.** Article and section headings used in this Agreement are for reference and identification only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. The words “herein,” “hereunder,” “hereto,” “hereof,” or “herewith” as used in this Agreement shall refer to this entire Agreement and not just to the sentence, paragraph or section in which such word is used.

**Section 7.05 Entire Agreement.** This Agreement, together with the exhibits, contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be varied, amended, or superseded except by written agreement between the Parties hereto.

**Section 7.06 Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 7.07 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 7.08 Counterpart Execution.** This Agreement may be executed in multiple counterparts, including, without limitation, facsimile counterparts, each of which shall constitute an original, and all of which, taken together shall constitute one and the same agreement.

**Section 7.09 Day, Business Day.** Any reference to “day” or “days” in this Agreement shall, unless the context clearly requires otherwise, mean calendar days. Any reference to “business days” shall mean calendar days excluding Saturdays, Sundays and federally-recognized holidays.

**[The remainder of this page intentionally left blank.-**



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original effective as of the last date of execution below (“Effective Date”).

**DISTRICT:**

**Trophy Club Municipal Utility District No. 1**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
District Secretary

**TOWN:**

**Town of Trophy Club, Texas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Exhibit “A”**  
**Aerial Depicting Annex Building**

**Exhibit “B”**  
**Drawing Depicting District Access Corridor**

**Exhibit “C”**  
**Aerial Identifying Maintenance Building**

**Exhibit “D”**  
**Map Identifying Location of Junction Way Extension**



**Exhibit “E”**  
**Form of Maintenance Building Lease**

**Exhibit “F”**  
**Depiction of Wastewater Facility Tract**

## COMMERCIAL LEASE (Maintenance Building)

This Commercial Lease (this “Lease”) made and entered into as of the last date of execution below (the “Effective Date”) by and between **Trophy Club Municipal Utility District No. 1**, a conservation and reclamation district and political subdivision of the State of Texas created and operating in accordance with Chapters 49 and 54 of the Texas Water Code, as Landlord (“Landlord”), and **Town of Trophy Club, Texas**, a Texas home rule municipality, as Tenant (“Tenant”).

1. **PREMISES.** Landlord hereby leases to Tenant the real property and building more particularly described on **Exhibit “A”** attached hereto (the “Premises”). The parties acknowledge that the Premises may include all or a portion of an area identified as the “District Access Corridor” in that certain “Agreement Regarding Real Property Matters” executed simultaneously herewith by Landlord and Tenant. At such time as Landlord elects to proceed with construction of the District Access Corridor, the Premises shall automatically be revised to exclude the District Access Corridor in its entirety.

2. **TERM.** The term of this Lease shall commence the first day of the month subsequent to the Effective Date (the “Commencement Date”), and shall continue thereafter for a term of ninety-nine (99) years (the “Term”) unless terminated prior thereto under the terms and conditions set forth in this Lease. ~~Except for any termination arising out of a default in accordance with Sections 18 and 19 below, this Lease may not be terminated except by written agreement of both parties.~~

3. **RENT.** Except as provided below with respect to the first payment, Tenant shall pay Landlord rent for the Premises equal to \$1 per annum for each year that this Lease remains in effect. Tenant shall pay the first rent payment of \$1 to Landlord on or before the first day of the month subsequent to the Effective Date as rent for the remainder of calendar year 2020, and each subsequent annual rental payment shall be due and paid by Tenant to Landlord in full on or before January 1 of each subsequent year that this Lease remains in effect.

4. **SECURITY DEPOSIT.** Tenant will not pay a security deposit to Landlord under this Lease.

5. **UTILITIES.** Tenant will pay for all utility charges applicable to the Premises. Landlord shall not be liable for any unavailability, stoppage, interruption or failure of any such services or any damages to persons, property or business resulting therefrom.

6. **INSURANCE.** Landlord shall maintain insurance for the Premises for the duration of this Lease. Tenant may, but shall have no obligation to, secure insurance for the Premises or any personal property located therein.

7. **IMPROVEMENT OR ALTERATION OF PREMISES.**

7.1 Tenant may not alter any locks or any security devices on the Premises without Landlord’s prior written consent. If Landlord authorizes the changing, addition, or re-keying of any locks or other security devices at Tenant’s expense, Tenant must immediately deliver the new keys and access devices to Landlord.

7.2 Tenant may not alter, improve, or add to the Premises without the prior written authorization of Landlord. Any such alternations, improvements or additions authorized by Landlord shall be owned by Landlord.

7.3 Tenant shall undertake no action within the Premises that would impair the ability of Landlord to construct a public roadway within the “District Access Corridor” as identified in that certain “Agreement Regarding Real Property Matters” executed simultaneously herewith by Landlord and Tenant.

8. **REPAIRS AND MAINTENANCE.**

8.1 Tenant agrees to maintain in proper condition and make all necessary incidental repairs to the interior of the Premises, including, but not limited to, air conditioning, lighting, wiring, plumbing and the interiors of the walls, floors, ceilings, doors, windows, window glass, fittings, fixtures and furnishings. Tenant is solely responsible for the repair and maintenance of its personal property. Tenant shall also be responsible for maintaining the real property that constituting the Premises in a state of condition and repair.

8.2 Tenant has inspected the Premises and accepts it in its present (as-is) condition. Landlord has made no express or implied warranties as to the condition of the Premises.

9. **USE OF PREMISES BY LANDLORD AND TENANT.**

9.1 The Premises may be used by Tenant only for storage of materials and equipment by Tenant related to Tenant’s municipal functions. The Premises may not be used by any third party for any purposes.

9.2 Tenant may not use or permit any part of the Premises to be used for any activity that is a nuisance or is offensive, noisy, or dangerous, or that interferes with the use and enjoyment of neighboring properties including Landlord’s access to, use and operation of its wastewater treatment plant facility. Tenant shall not use, allow or permit any hazardous materials or environmental contaminants to be in the Premises.

9.3 Until such time as Landlord constructs a new maintenance and storage building, Landlord and its employees and agents shall have the right to enter, use and occupy any portion of the Premises located outside of the existing building for the storage of materials, vehicles and equipment.

10. **ACCESS AND INSPECTION.** Landlord, and its servants and agents shall have the right to enter the Premises during normal business hours in which a representative of Tenant is present for the purpose of examining or inspecting the Premises to see that Tenant is complying with all of its obligations hereunder or making required repairs thereto.

11. **MOVE-OUT CONDITION.** At the time of termination of this Lease, Tenant will return all keys and access devices to Landlord, and shall surrender the Premises in the same condition as when received, except for normal wear and tear. Tenant will leave the Premises in clean condition, free of trash, debris and personal property. If Tenant leaves any personal property in the Premises after Tenant surrenders possession of the Premises, Landlord may: (i) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (ii) retain such personal property as forfeited property to Landlord. Any permitted leasehold improvements shall become part of the Building and shall remain upon and be surrendered with the Premises, unless otherwise provided by this Lease.

12. **SECURITY, INDEMNITY AND WAIVER.** Tenant acknowledges and agrees that Landlord will not, and is not required to, provide security for Tenant and Tenant’s personal property, or for Tenant’s employees, guests, invitees or representatives that may be present on or within the Premises. To the extent authorized under applicable laws, Tenant waives any and all claims against Landlord for injury

or damage to persons or property arising out of any event, occurrence or condition on or around the Premises. TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, TENANT AGREES TO DEFEND, INDEMNIFY, AND HOLD LANDLORD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LANDLORD RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIMS, COSTS, DAMAGES, LIABILITY, OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY INJURIES OR DAMAGE OCCURRING ON THE PREMISES TO TENANT, ITS AGENTS, EMPLOYEES, CUSTOMERS, INVITEES, GUESTS, CONTRACTORS, AND ANY OTHERS WHO ENTER UPON THE PREMISES IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE LANDLORD RELEASED PARTIES FOR DAMAGES TO OR LOSS OF GOODS, WARES, INVENTORY, AND MERCHANDISE IN AND UPON THE PREMISES AND FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CLAIMED BY TENANT, OR TENANT'S AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND THIRD PERSONS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE PREMISES.

13. **ASSIGNMENT AND SUBLETTING.** Tenant, for itself, its successors, legal representatives and assigns, expressly covenants that Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage or otherwise encumber this Lease or sublet the Premises without the prior written consent of Landlord.

14. **DESTRUCTION OF PREMISES.** In case of the total destruction of the Premises by any cause whatsoever, so as to render the Premises untenable or unfit for Tenant's occupancy, then in any such event, the lease of the Premises hereunder shall cease and terminate as of the date of such damage or destruction, unless Tenant chooses to repair all or a portion of such destruction, in which case all rights and obligations of the Parties shall continue unaffected.

15. **RISK OF LOSS.** All property placed in the Premises by Tenant, or Tenant's agents, servants, employees, invitees, licensees and guests, shall be at the sole and only risk of Tenant, and Landlord shall not be responsible to Tenant, nor Tenant's agents, servants, employees, invitees, licensees and guests for any damage or loss thereof, or for any fire, theft, burglary or other damages thereof.

16. **COMPLIANCE WITH LAWS.** Landlord and Tenant shall comply with all laws, orders, ordinances, regulations and rules of all governmental authorities having jurisdiction with respect to the occupancy, use or manner of use of the Premises.

17. **QUIET ENJOYMENT.** Subject to the terms and conditions of this Lease, if Tenant observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the entire term hereof.

18. **DEFAULT- AND TERMINATION.**

18.1 If Landlord fails to comply with this Lease within thirty (30) days after Tenant notifies Landlord in writing of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

~~18.2 If Landlord does not actually receive~~ If Tenant fails to correct any rent or other payment when due default under this Lease after it is due, Tenant will be in default. ~~If Tenant fails to comply with this lease for any other reason~~ within 30 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default. In the event of such default that is not cured, Landlord may terminate this Lease or exercise any of the rights set forth in Section 18.3 below.

18.3 If Tenant is in default, Landlord may after not less than 30 days' prior written notice and opportunity to cure: (i) re-enter the Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages. Under such circumstances, Landlord may remove all persons and personal property from the Premises and Premises and such property may be removed and stored at the cost of Tenant. The taking of possession by Landlord shall not constitute an eviction or terminate this Lease, unless Landlord so elects; (ii) terminate Tenant's right to occupy the Premises by providing Tenant with at least three (3) days written notice; and/or (iii) accelerate all rents which are payable during the remainder of this Lease or any renewal period without notice or demand. If Tenant is in default, Tenant will be liable for:

- (i) Any lost rent;
- (ii) Repairs to the Premises for use beyond normal wear and tear;
- (iii) All Landlord's costs associated with collection of rent;
- (iv) Cost of removing Tenant's equipment or fixtures left on the Premises;
- (v) Cost to remove any trash, debris, personal property, or materials left by Tenant in the Premises;
- (vi) Cost to replace any unreturned keys or access devices; and
- (vii) Any other recovery to which Landlord may be entitled under this Lease or under the laws of the State of Texas.

18.4 Except for any termination arising out of a default by Tenant that is not cured after not less than 30 day's prior written notice and opportunity to cure; a total destruction of the Premises in accordance with Section 14; a cross-default under Section 19 below; or as provided in that certain "Agreement Regarding Real Property Matters" executed by the parties simultaneously herewith, this Lease may not be terminated except by written agreement of both parties.

18.5 This Lease may be terminated at any time by Tenant upon sixty (60) days prior written notice to Landlord; provided, however, that no rent shall be refunded in the event of such termination.

19. **CROSS-DEFAULT.** Any default by Tenant of that certain "Agreement Regarding Real Property Matters" executed by the parties simultaneously herewith that is not timely cured in accordance with the provisions of said agreement shall constitute a default under this Lease for which Landlord may exercise any remedies set forth herein, including termination of this Lease and repossession of the Premises.

20. **HOLDOVER.** If Tenant fails to vacate the Premises and Premises at the time this Lease ends, Tenant will become a tenant-at-will and must vacate the Premises and Premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this Lease. Rent for any holdover period will be \$1000 per month, as calculated on a daily basis, and will be immediately due and payable without notice or demand.



21. **COST OF LITIGATION.** In the event of any litigation between the parties hereto involving this Lease or the respective rights of the parties hereunder, the party who is unsuccessful in such litigation shall pay to the successful party reasonable attorney's fees, court costs and expenses of such litigation incurred by such successful party.

22. **NOTICES.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Lease will be in writing and will be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by any recognized over-night courier, or hand delivery addressed as follows:

If to Landlord: Trophy Club Municipal Utility District No. 1  
100 Municipal Drive  
Trophy Club, Texas 76262

If to Tenant: Town of Trophy Club  
1 Trophy Wood Drive  
Trophy Club, Texas 76262-9700

Either party may designate by written notice a new address to which any notice, demand, request or communication may thereafter be given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above will be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile transmission) the answer back being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

23. **ENTIRE AGREEMENT.** This Lease and the agreements, instruments and documents contemplated by this Lease represent the parties' entire agreement with respect to the subject matter of this Lease and such other agreements, instruments and documents and supersede and replace any prior agreement or understanding with respect to that subject matter. This Lease may not be amended or supplemented except pursuant to a written instrument signed by the party against whom such amendment or supplement is to be enforced. Nothing contained in this Lease will be deemed to create any agency, joint venture, partnership or similar relationship between the parties to this Lease.

24. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Lease will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

25. **SEVERABILITY.** If any of the provisions of this Lease are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Lease, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable. Notwithstanding the foregoing or any other provision of this Lease to the contrary, in the event that Tenant's obligation to pay rent (as adjusted from time to time under the terms of this Lease) is deemed invalid or unenforceable, then this Lease shall terminate for all purposes.

26. **THIRD PARTIES.** Except as expressly set forth or referred to in this, nothing in this Lease is intended or will be construed to confer upon or give to any party other than the parties to this Lease and their successors and assigns, if any, any rights or remedies under or by reason of this Lease.

27. **WAIVER.** No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise of any other rights.

28. ~~**TERMINATION.** This Lease may be terminated by Tenant upon sixty (60) days prior written notice to Landlord; provided, however, that no rent shall be refunded in the event of such termination.~~

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Lease on the date and the year first above written.

**LANDLORD:**

**TROPHY CLUB MUNIICPAL UTILITY DISTRICT  
NO. 1**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Secretary

**TENANT:**

**TOWN OF TROPHY CLUB**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Exhibit “A”**

**Description of Premises**

## AGREEMENT REGARDING REAL PROPERTY MATTERS

STATE OF TEXAS                   §  
   §  
COUNTIES OF TARRANT       §  
AND DENTON                     §

This **Agreement Regarding Real Property Matters** (“Agreement”) is made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between **Trophy Club Municipal Utility District No. 1**, a conservation and reclamation district of the State of Texas created and operating under Chapters 49 and 54 of the Texas Water Code (the “District”) and **Town of Trophy Club, Texas**, a Texas home rule municipality (the “Town”). The District and the Town are individually referred to herein as a “Party” and collectively referred to herein as the “Parties.”

### RECITALS

1. WHEREAS, the District and Town have previously entered certain leases and agreements relating to the lease, occupancy and use of real property;

2. WHEREAS, the needs and priorities of the Parties have changed since such agreements were entered into, and the Parties desire to terminate such agreements and enter into new agreements to reflect their current needs and priorities;

3. WHEREAS, Section 49.225 of the Texas Water Code authorizes a water district to lease any of its property, real or personal, to any person under terms and provisions that the board determines to be advantageous to the district;

4. WHEREAS, Section 49.226(b) of the Texas Water Code authorizes property owned by a water district to be released, exchanged or transferred to a municipality upon terms and conditions deemed necessary or advantageous to the district; and

5. WHEREAS, pursuant to the foregoing statutory authority, the Parties desire to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I. DEFINITIONS**

**Section 1.01 Definitions.** In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement have the meanings set out below:

- (a) “Agreement” means this Agreement Regarding Real Property Matters and all exhibits hereto.
- (b) “Annex Building” means the building constructed by the Town on the District Tract is identified on Exhibit “A”.

- (c) “Annex Building Debt” means debt of any kind issued or incurred by the Town to fund construction of, or otherwise related to, the Annex Building, including without limitation, any bonds, notes, certificates of obligation or other evidence of indebtedness.
- (d) “District Access Corridor” means the 30-foot wide area of the Wastewater Facility Tract on which the District contemplates the construction of roadway improvements to facilitate access to the rear of the Wastewater Facility Tract, said corridor being identified on **Exhibit “B”**.
- (e) “District Tract” means Lot 2, Block 1, MUNICIPAL UTILITY DISTRICT NO. 1 COMPLEX, an addition to the Town of Trophy Club, Denton County, Texas, by a plat filed February 12, 2010, and recorded as Instrument Number 2010-22, of the Plat Records of Denton County, Texas.
- (f) “Junction Way Extension” means the public road to be funded by the Parties and constructed by the Town to improve access to the Maintenance Building and Wastewater Facility Tract. The location of the Junction Way Extension is identified on **Exhibit “D”** and shall be an extension of “Junction Way.”
- (g) “Maintenance Building” means the existing storage and maintenance building constructed by the District and located on the Wastewater Facility Tract, as identified on **Exhibit “C”**.
- (h) “Maintenance Building Agreement” means that certain “Interlocal Cooperation Agreement Payment Contribution Agreement” dated October 16, 2006 entered into between the Town and the District setting forth the terms and conditions pursuant to which the Parties agreed the Town would be entitled to fifty percent (50%) of the use and occupancy of the Maintenance Building.
- (i) “Maintenance Building Lease Tract” means the real property that is the subject of, and more particularly described in, the Maintenance Building Lease.
- (j) “Maintenance Building Lease” means the Lease Agreement substantially in the form attached hereto as **Exhibit “E”** pursuant to which the District shall lease the Maintenance Building Lease Tract and Maintenance Building to the Town.
- (k) “Police Building Lease” means that certain “Lease Agreement” dated September 26, 1995 entered into between the Town and the District setting forth the terms and conditions pursuant to which the District leased to the Town the Police Building for a period of 99 years for the purposes of police administration and services, court services, jail and detention, parking and other uses consistent with the foregoing.
- (l) “Police Building” means the building that is the subject of the Police Building Lease and was located on the District Tract.
- (m) “Wastewater Facility Tract” means the tract of land owned by the District on which the District’s wastewater treatment plant facility is located, as more particularly identified in **Exhibit “F”**.



## **ARTICLE II. POLICE BUILDING MATTERS**

**Section 2.01 Demolition of Police Building.** The Parties acknowledge that as of the Effective Date of this Agreement, the Town has demolished the Police Building and removed all associated waste materials from the District Tract. The Parties approve such demolition and removal for all purposes.

**Section 2.02 Soil Importation.** Within sixty (60) days after the Effective Date, the Town shall import and deposit soil to level the surface of the District Tract in the area where the Police Building was located. All such soil shall be nonhazardous and shall comply with all applicable regulatory requirements.

**Section 2.03 Termination of Police Building Lease.** The Police Building Lease is hereby terminated for all purposes.

## **ARTICLE III. ANNEX BUILDING MATTERS**

**Section 3.01 Release of Claim to Annex Building.** The Town hereby releases any claim or interest of any kind or nature in and to the Annex Building. The Town acknowledges and agrees that the Annex Building is a permanent improvement to the District Tract and is therefore owned by the District. Upon receipt of written request by the District, the Town agrees to promptly execute any instrument requested by the District to evidence its release of any ownership or claim in and to the Annex Building.

**Section 3.02 Annex Building Debt.** The Town shall remain responsible for the Annex Building Debt, if any, and nothing herein shall be construed to transfer responsibility for payment of any Annex Building Debt from the Town to the District.

**Section 3.03 Removal of Property from Annex Building.** The Town shall remove its personal property from the Annex Building within sixty (60) days after the Effective Date of this Agreement.

## **ARTICLE IV. MAINTENANCE BUILDING AND WASTEWATER FACILITY TRACT MATTERS**

**Section 4.01 Termination of Maintenance Building Agreement.** The Maintenance Building Agreement is hereby terminated.

**Section 4.02 Maintenance Building Lease.** Simultaneously with the execution of this Agreement, the Parties shall execute the Maintenance Building Lease substantially in the form attached hereto.

**Section 4.03 Design of Junction Way Extension.** Promptly after execution of this Agreement by the Parties, the Town will authorize its engineering consultants to prepare the plans and specifications for the Junction Way Extension. The road improvements shall be prepared in accordance with all applicable local, state and federal regulatory requirements for a public road.

**Section 4.04 Construction of Junction Way Extension.** The Town shall design and complete construction of the Junction Way Extension within twelve (12) months after the Effective Date.

**Section 4.05 Ownership, Operation and Maintenance of Road.** Upon final completion of construction, the Junction Way Extension, the Town shall be responsible for ownership, operation, maintenance and repair of the Junction Way Extension.

**Section 4.06 District Use and Access.** The District, together with its employees, representatives, agents and contractors shall have full and complete use of the Junction Way Extension at all times.

**Section 4.07 Cost of Design.** The Town will advance and pay the cost of the design and construction of the Junction Way Extension, subject to its right to reimbursement from the District in accordance with the terms of this Agreement.

**Section 4.08 Reimbursement of Junction Way Extension Costs.** Upon final completion of construction of the Junction Way Extension, the Town will prepare and send to the District an invoice identifying the total out-of-pocket costs incurred by the Town for design and construction of the Junction Way Extension. The invoice shall include copies of all pay applications and invoices for which payment was made by the Town to third parties for design and construction of the Junction Way Extension and for which reimbursement is sought from the District. The District shall be responsible for payment of one-half of the total out-of-pocket costs funded by the Town for design and construction of the Junction Way Extension, less any funding or reimbursement received by the Town from Trophy Club Country Club or other third party (such that the total net cost to the Town and the District shall be equal). The District shall provide reimbursement for its share of costs within thirty (30) days after receipt of the complete invoice for payment and supporting detail.

**Section 4.09 District Access Corridor.** The Town agrees to fully cooperate with the District to facilitate the dedication of right-of-way by the District and construction of a public road within the District Access Corridor. The District shall be responsible for all costs and expenses related to design and construction of any road within the District Access Corridor. The timing for construction of the road shall be within the sole and absolute discretion of the District. The Town shall fully cooperate with, and shall grant, all approvals sought by the District for construction of the roadway. The Town specifically agrees that the final roadway width shall not exceed thirty (30) feet in width. The Parties hereby agree that in the event the Maintenance Building Lease includes any portion of the District Access Corridor, such lease shall automatically be revised to exclude the District Access Corridor at such time as the District proceeds with construction of the road.

**Section 4.10 Tree Mitigation.** The Town releases the District and its contractors, agents and representatives of any and all tree mitigation requirements and tree removal restrictions otherwise applicable to the Wastewater Facility Tract (including tree replacement and payment obligations of any kind). The provisions of this Section 4.10 shall continue for so long as the District retains ownership of the Wastewater Facility Tract and shall survive expiration or termination of this Agreement.

**Section 4.11 Maintenance Building Insurance.** The District will be responsible for all insuring the Maintenance Building and all authorized improvements constructed thereon.

**Section 4.12 Maintenance Building Improvements and Repairs.** As more fully set forth in the Maintenance Building Lease, the Town shall not modify or improve the Maintenance Building or Maintenance Building Lease Tract without the prior written consent of the District. Any improvements to the Maintenance Building or Maintenance Building Lease Tract constructed by the Town that are approved by the District shall be owned by the District for all purposes. The Town will be responsible for maintenance of the Maintenance Building and Maintenance Building Lease Tract and shall maintain such properties in a state of good repair. Without limitation, the Town shall maintain in proper condition the air conditioning and heating systems, wiring, lighting and landscaping. The Town shall not undertake any improvements on, or modifications to, the Maintenance Building Lease Tract that would impair the District's ability to construct a public roadway within the District Access Corridor.

**Section 4.13 Zoning Matters.** In the event the Town changes the zoning of the Wastewater Facility

Tract without the consent of the District, then this Agreement and the Maintenance Building Lease shall terminate for all purposes.

## **ARTICLE V. NOTICES**

**Section 5.01 Notice.** With respect to any notices, submissions or any other communication required hereunder (in any case, a “Notice”), to either Party, such Notice shall be delivered in one of the following ways: (i) by hand delivery, marked for same day delivery, to the address of the recipient party specified below; (ii) by deposit of the Notice, marked for next day delivery, with Federal Express, Airborne or other overnight courier acceptable to the recipient party, to the address of the recipient party specified below; (iii) by deposit of the Notice, sent certified mail, return receipt requested, in an official depository for the United States Mail, to the address of the recipient party specified below or (iv) by telecopy transmission sent to the facsimile number listed below, receipt of which is verified electronically or otherwise.

Notices properly sent by telecopy are deemed delivered upon verified receipt. Hand-delivered Notices shall be deemed delivered when received at the specified address. Notices sent by overnight courier shall be deemed delivered the day following deposit with such overnight courier (when deposited in time for next day delivery), unless actual receipt is required by the terms of this Agreement. Notices sent by the United States certified mail, return receipt requested, shall be deemed delivered two (2) days following such deposit, unless actual receipt is required by the terms of this Agreement. Notices shall be sent to the party to whom intended to be given at the address or number set forth below, with a copy of such Notice given to such party's attorney at the address or number set forth below:

If to District:

Trophy Club Municipal Utility District No. 1  
100 Municipal Drive  
Trophy Club, Texas 76262

If to Town:

Town of Trophy Club  
1 Trophy Wood Drive  
Trophy Club, TX 76262-9700

Each of the above-listed addressees may change its address and number for notice purposes, or change notice addresses to their respective successors and assigns, by delivering to the other addressees a written notice of change of address and number, in a manner specified in this paragraph for delivery of Notices. However, no such change of address or number shall be effective against another addressee until written notice of such change is actually received by such addressee.

## **ARTICLE VI. DEFAULT AND REMEDIES**

**Section 6.01 Notice and Opportunity to Cure.** If either Party (referred to herein as the “Defaulting”

*Party*”) fails to comply with its obligations under this Agreement or is otherwise in breach or default under this Agreement (collectively, a “*Default*”) then the other Party (referred to herein as the “*Non-Defaulting Party*”) may not invoke any rights or remedies with respect to the Default until and unless: (i) the Non-Defaulting Party delivers to the Defaulting Party a written notice (the “*Default Notice*”) which specifies all of the particulars of the Default and specifies the actions necessary to cure the Default; and (ii) the Defaulting Party fails to cure, within ten (10) days after the Defaulting Party's receipt of the Default Notice, any matters specified in the Default Notice which may be cured solely by the payment of money or the Defaulting Party fails to commence the cure of any matters specified in the Default Notice which cannot be cured solely by the payment of money within a reasonable period of time after the Defaulting Party's receipt of the Default Notice or fails to thereafter pursue curative action with reasonable diligence to completion.

**Section 6.02 Remedies.** If the Defaulting Party fails or refuses to timely comply with any of its respective obligations hereunder, the Non-Defaulting Party will have the option, after providing the Default Notice and opportunity to cure, to enforce this Agreement by any remedy at law or in equity to which it may be entitled; or to terminate this Agreement.

**Section 6.03 Cross Default.** Any default under this Agreement that is not timely cured after the Default Notice shall constitute a default under the Maintenance Building Lease and in addition to any other remedies available at law or in equity, the Non-Defaulting Party may terminate the Maintenance Building Lease.

## **ARTICLE VII. GENERAL PROVISIONS**

**Section 7.01 Attorneys’ Fees.** If any Party initiates legal proceedings to seek adjudication of an alleged Default under or breach of this Agreement, the prevailing Party will be entitled to recover reasonable and necessary attorneys’ fees from the non-prevailing Party.

**Section 7.02 Term.** The term of this Agreement begins on the Effective Date and, unless earlier terminated, will continue until the expiration of the Maintenance Building Lease.

**Section 7.03 Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, and any assignment without such consent shall be void.

**Section 7.04 Headings.** Article and section headings used in this Agreement are for reference and identification only and are not intended to in any way limit or amplify the terms and provisions of this Agreement. The words “herein,” “hereunder,” “hereto,” “hereof,” or “herewith” as used in this Agreement shall refer to this entire Agreement and not just to the sentence, paragraph or section in which such word is used.

**Section 7.05 Entire Agreement.** This Agreement, together with the exhibits, contains the entire agreement of the Parties with respect to the subject matter hereof, and may not be varied, amended, or superseded except by written agreement between the Parties hereto.

**Section 7.06 Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 7.07 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

**Section 7.08 Counterpart Execution.** This Agreement may be executed in multiple counterparts, including, without limitation, facsimile counterparts, each of which shall constitute an original, and all of which, taken together shall constitute one and the same agreement.

**Section 7.09 Day, Business Day.** Any reference to “day” or “days” in this Agreement shall, unless the context clearly requires otherwise, mean calendar days. Any reference to “business days” shall mean calendar days excluding Saturdays, Sundays and federally-recognized holidays.

**[The remainder of this page intentionally left blank.-**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original effective as of the last date of execution below ("Effective Date").

**DISTRICT:**

**Trophy Club Municipal Utility District No. 1**

By: Steve Flynn

Name: Steve Flynn

Title: President, Board of Directors

Date: July 21, 2020

Austin Segal  
District Secretary

**TOWN:**

**Town of Trophy Club, Texas**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Exhibit “A”**  
**Aerial Depicting Annex Building**




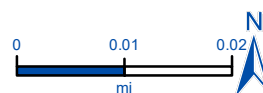


Exhibit A

Legend

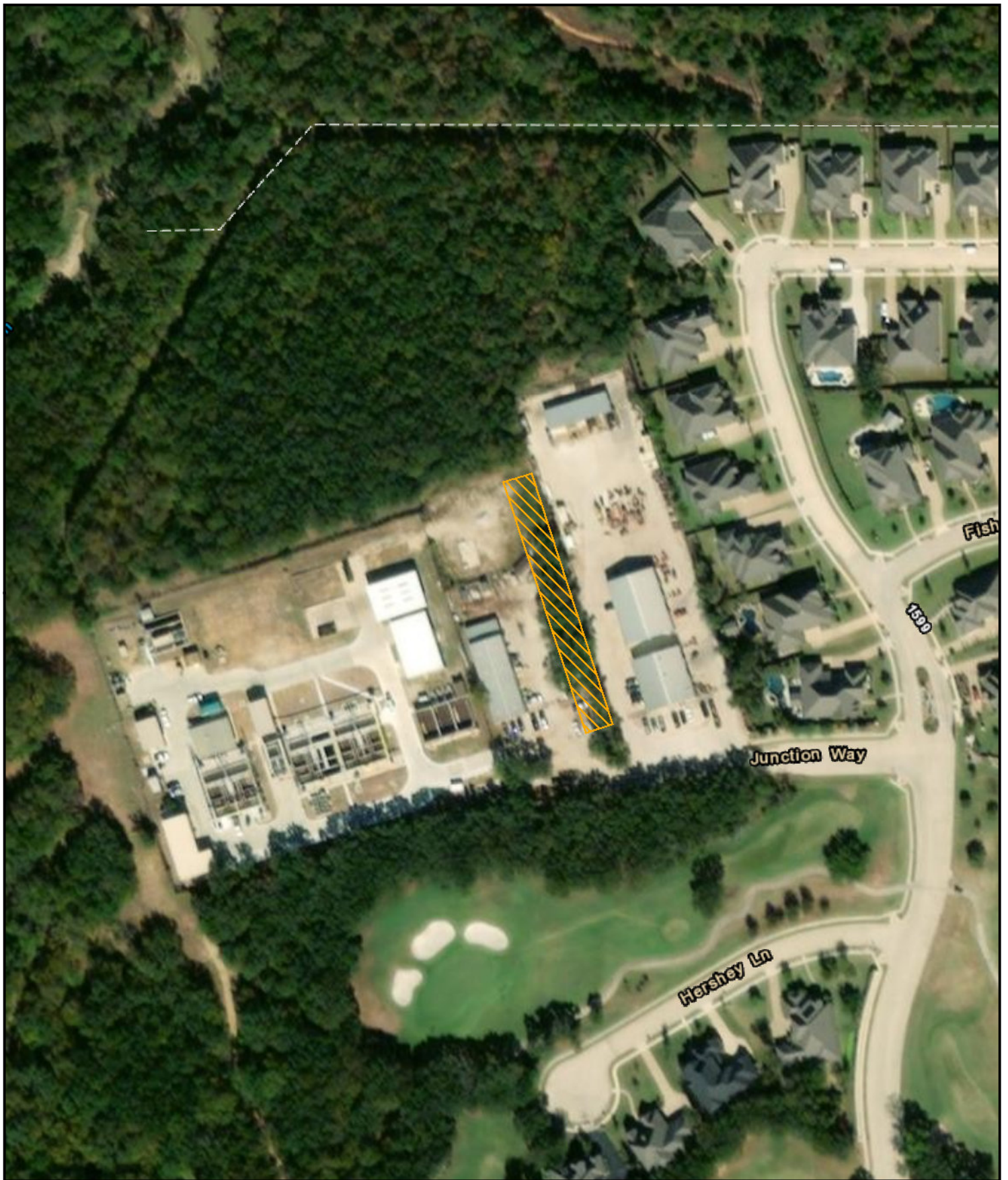
drawGraphics\_poly

 User drawn polygons



**Exhibit “B”**  
**Drawing Depicting District Access Corridor**






## Exhibit B

### Legend

drawGraphics\_poly

 User drawn polygons



**Exhibit “C”**  
**Aerial Identifying Maintenance Building**






## Exhibit C

### Legend

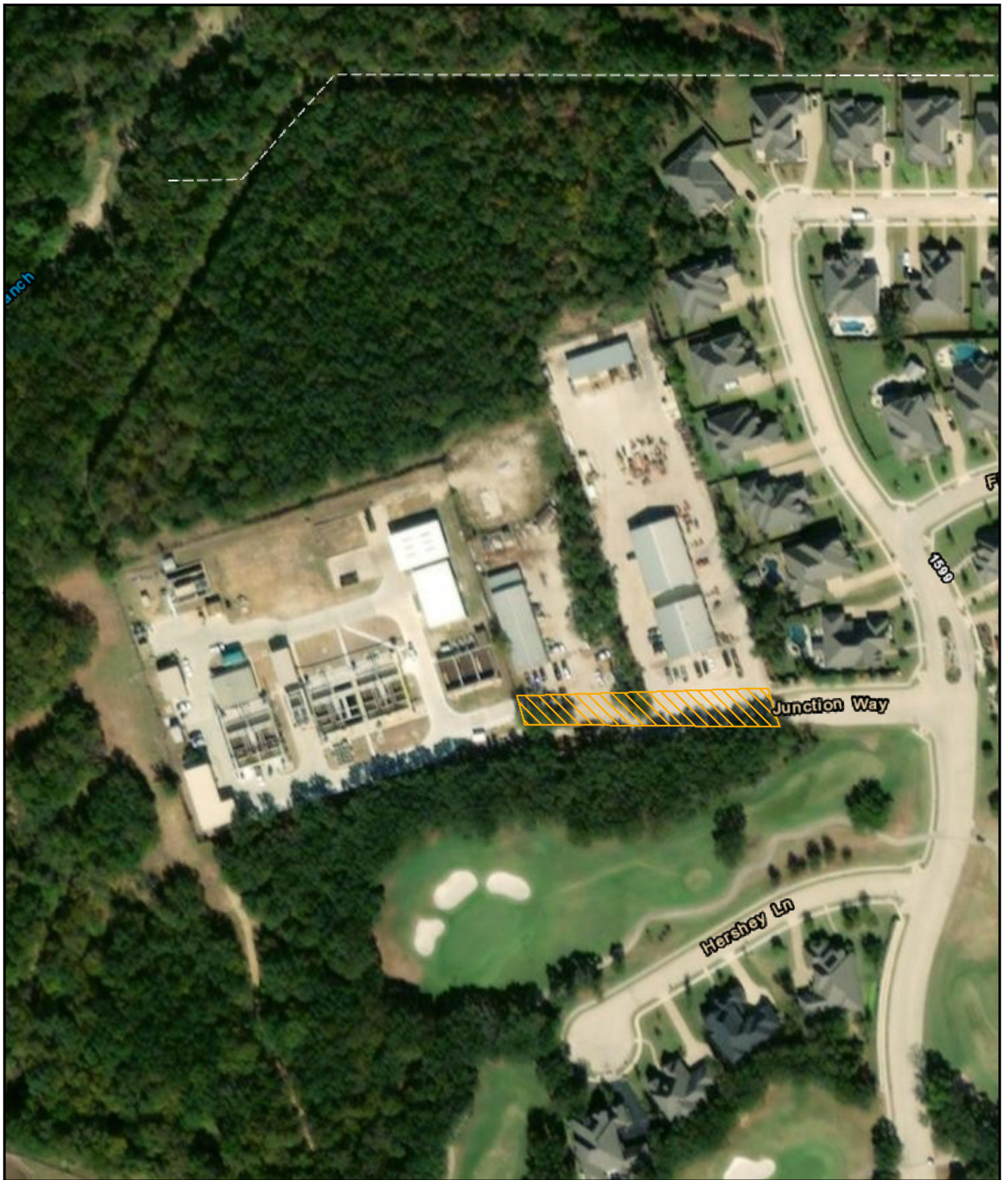
drawGraphics\_poly

 User drawn polygons



**Exhibit “D”**  
**Map Identifying Location of Junction Way Extension**






## Exhibit D

### Legend

drawGraphics\_poly

 User drawn polygons





**Exhibit “E”**  
**Form of Maintenance Building Lease**

## **COMMERCIAL LEASE (Maintenance Building)**

This Commercial Lease (this “Lease”) made and entered into as of the last date of execution below (the “Effective Date”) by and between **Trophy Club Municipal Utility District No. 1**, a conservation and reclamation district and political subdivision of the State of Texas created and operating in accordance with Chapters 49 and 54 of the Texas Water Code, as Landlord (“Landlord”), and **Town of Trophy Club, Texas**, a Texas home rule municipality, as Tenant (“Tenant”).

1. **PREMISES.** Landlord hereby leases to Tenant the real property and building more particularly described on **Exhibit “A”** attached hereto (the “Premises”). The parties acknowledge that the Premises may include all or a portion of an area identified as the “District Access Corridor” in that certain “Agreement Regarding Real Property Matters” executed simultaneously herewith by Landlord and Tenant. At such time as Landlord elects to proceed with construction of the District Access Corridor, the Premises shall automatically be revised to exclude the District Access Corridor in its entirety.

2. **TERM.** The term of this Lease shall commence the first day of the month subsequent to the Effective Date (the “Commencement Date”), and shall continue thereafter for a term of ninety-nine (99) years (the “Term”) unless terminated prior thereto under the terms and conditions set forth in this Lease.

3. **RENT.** Except as provided below with respect to the first payment, Tenant shall pay Landlord rent for the Premises equal to \$1 per annum for each year that this Lease remains in effect. Tenant shall pay the first rent payment of \$1 to Landlord on or before the first day of the month subsequent to the Effective Date as rent for the remainder of calendar year 2020, and each subsequent annual rental payment shall be due and paid by Tenant to Landlord in full on or before January 1 of each subsequent year that this Lease remains in effect.

4. **SECURITY DEPOSIT.** Tenant will not pay a security deposit to Landlord under this Lease.

5. **UTILITIES.** Tenant will pay for all utility charges applicable to the Premises. Landlord shall not be liable for any unavailability, stoppage, interruption or failure of any such services or any damages to persons, property or business resulting therefrom.

6. **INSURANCE.** Landlord shall maintain insurance for the Premises for the duration of this Lease. Tenant may, but shall have no obligation to, secure insurance for the Premises or any personal property located therein.

7. **IMPROVEMENT OR ALTERATION OF PREMISES.**

7.1 Tenant may not alter any locks or any security devices on the Premises without Landlord’s prior written consent. If Landlord authorizes the changing, addition, or re-keying of any locks or other security devices at Tenant’s expense, Tenant must immediately delivery the new keys and access devices to Landlord.

7.2 Tenant may not alter, improve, or add to the Premises without the prior written authorization of Landlord. Any such alternations, improvements or additions authorized by Landlord shall be owned by Landlord.

7.3 Tenant shall undertake no action within the Premises that would impair the ability of Landlord to construct a public roadway within the “District Access Corridor” as identified in that certain “Agreement Regarding Real Property Matters” executed simultaneously herewith by Landlord and Tenant.

8. **REPAIRS AND MAINTENANCE.**

8.1 Tenant agrees to maintain in proper condition and make all necessary incidental repairs to the interior of the Premises, including, but not limited to, air conditioning, lighting, wiring, plumbing and the interiors of the walls, floors, ceilings, doors, windows, window glass, fittings, fixtures and furnishings. Tenant is solely responsible for the repair and maintenance of its personal property. Tenant shall also be responsible for maintaining the real property that constituting the Premises in a state of condition and repair.

8.2 Tenant has inspected the Premises and accepts it in its present (as-is) condition. Landlord has made no express or implied warranties as to the condition of the Premises.

9. **USE OF PREMISES BY LANDLORD AND TENANT.**

9.1 The Premises may be used by Tenant only for storage of materials and equipment by Tenant related to Tenant’s municipal functions. The Premises may not be used by any third party for any purposes.

9.2 Tenant may not use or permit any part of the Premises to be used for any activity that is a nuisance or is offensive, noisy, or dangerous, or that interferes with the use and enjoyment of neighboring properties including Landlord’s access to, use and operation of its wastewater treatment plant facility. Tenant shall not use, allow or permit any hazardous materials or environmental contaminants to be in the Premises.

9.3 Until such time as Landlord constructs a new maintenance and storage building, Landlord and its employees and agents shall have the right to enter, use and occupy any portion of the Premises located outside of the existing building for the storage of materials, vehicles and equipment.

10. **ACCESS AND INSPECTION.** Landlord, and its servants and agents shall have the right to enter the Premises during normal business hours in which a representative of Tenant is present for the purpose of examining or inspecting the Premises to see that Tenant is complying with all of its obligations hereunder or making required repairs thereto.

11. **MOVE-OUT CONDITION.** At the time of termination of this Lease, Tenant will return all keys and access devices to Landlord, and shall surrender the Premises in the same condition as when received, except for normal wear and tear. Tenant will leave the Premises in clean condition, free of trash, debris and personal property. If Tenant leaves any personal property in the Premises after Tenant surrenders possession of the Premises, Landlord may: (i) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (ii) retain such personal property as forfeited property to Landlord. Any permitted leasehold improvements shall become part of the Building and shall remain upon and be surrendered with the Premises, unless otherwise provided by this Lease.

12. **SECURITY, INDEMNITY AND WAIVER.** Tenant acknowledges and agrees that Landlord will not, and is not required to, provide security for Tenant and Tenant’s personal property, or for Tenant’s employees, guests, invitees or representatives that may be present on or within the Premises. To the extent authorized under applicable laws, Tenant waives any and all claims against Landlord for injury

or damage to persons or property arising out of any event, occurrence or condition on or around the Premises. TO THE MAXIMUM EXTENT AUTHORIZED BY LAW, TENANT AGREES TO DEFEND, INDEMNIFY, AND HOLD LANDLORD, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "LANDLORD RELEASED PARTIES") HARMLESS FROM AND AGAINST ANY CLAIMS, COSTS, DAMAGES, LIABILITY, OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, FOR ANY INJURIES OR DAMAGE OCCURRING ON THE PREMISES TO TENANT, ITS AGENTS, EMPLOYEES, CUSTOMERS, INVITEES, GUESTS, CONTRACTORS, AND ANY OTHERS WHO ENTER UPON THE PREMISES IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE PREMISES. TENANT FURTHER AGREES TO WAIVE ALL CLAIMS AGAINST THE LANDLORD RELEASED PARTIES FOR DAMAGES TO OR LOSS OF GOODS, WARES, INVENTORY, AND MERCHANDISE IN AND UPON THE PREMISES AND FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY CLAIMED BY TENANT, OR TENANT'S AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND THIRD PERSONS ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH TENANT'S USE AND OCCUPANCY OF THE PREMISES.

13. **ASSIGNMENT AND SUBLETTING.** Tenant, for itself, its successors, legal representatives and assigns, expressly covenants that Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage or otherwise encumber this Lease or sublet the Premises without the prior written consent of Landlord.

14. **DESTRUCTION OF PREMISES.** In case of the total destruction of the Premises by any cause whatsoever, so as to render the Premises untenable or unfit for Tenant's occupancy, then in any such event, the lease of the Premises hereunder shall cease and terminate as of the date of such damage or destruction, unless Tenant chooses to repair all or a portion of such destruction, in which case all rights and obligations of the Parties shall continue unaffected.

15. **RISK OF LOSS.** All property placed in the Premises by Tenant, or Tenant's agents, servants, employees, invitees, licensees and guests, shall be at the sole and only risk of Tenant, and Landlord shall not be responsible to Tenant, nor Tenant's agents, servants, employees, invitees, licensees and guests for any damage or loss thereof, or for any fire, theft, burglary or other damages thereof.

16. **COMPLIANCE WITH LAWS.** Landlord and Tenant shall comply with all laws, orders, ordinances, regulations and rules of all governmental authorities having jurisdiction with respect to the occupancy, use or manner of use of the Premises.

17. **QUIET ENJOYMENT.** Subject to the terms and conditions of this Lease, if Tenant observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the entire term hereof.

18. **DEFAULT AND TERMINATION.**

18.1 If Landlord fails to comply with this Lease within thirty (30) days after Tenant notifies Landlord in writing of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

18.2 If Tenant fails to correct any default under this Lease within 30 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default. In the event of such default that is not cured, Landlord may terminate this Lease or exercise any of the rights set forth in Section 18.3 below.

18.3 If Tenant is in default, Landlord may after not less than 30 days' prior written notice and opportunity to cure: (i) re-enter the Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages. Under such circumstances, Landlord may remove all persons and personal property from the Premises and Premises and such property may be removed and stored at the cost of Tenant. The taking of possession by Landlord shall not constitute an eviction or terminate this Lease, unless Landlord so elects; (ii) terminate Tenant's right to occupy the Premises by providing Tenant with at least three (3) days written notice; and/or (iii) accelerate all rents which are payable during the remainder of this Lease or any renewal period without notice or demand. If Tenant is in default, Tenant will be liable for:

- (i) Any lost rent;
- (ii) Repairs to the Premises for use beyond normal wear and tear;
- (iii) All Landlord's costs associated with collection of rent;
- (iv) Cost of removing Tenant's equipment or fixtures left on the Premises;
- (v) Cost to remove any trash, debris, personal property, or materials left by Tenant in the Premises;
- (vi) Cost to replace any unreturned keys or access devices; and
- (vii) Any other recovery to which Landlord may be entitled under this Lease or under the laws of the State of Texas.

18.4 Except for any termination arising out of a default by Tenant that is not cured after not less than 30 day's prior written notice and opportunity to cure; a total destruction of the Premises in accordance with Section 14; a cross-default under Section 19 below; or as provided in that certain "Agreement Regarding Real Property Matters" executed by the parties simultaneously herewith, this Lease may not be terminated except by written agreement of both parties.

18.5 This Lease may be terminated at any time by Tenant upon sixty (60) days prior written notice to Landlord; provided, however, that no rent shall be refunded in the event of such termination.

19. **CROSS-DEFAULT.** Any default by Tenant of that certain "Agreement Regarding Real Property Matters" executed by the parties simultaneously herewith that is not timely cured in accordance with the provisions of said agreement shall constitute a default under this Lease for which Landlord may exercise any remedies set forth herein, including termination of this Lease and repossession of the Premises.

20. **HOLDOVER.** If Tenant fails to vacate the Premises and Premises at the time this Lease ends, Tenant will become a tenant-at-will and must vacate the Premises and Premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this Lease. Rent for any holdover period will be \$1000 per month, as calculated on a daily basis, and will be immediately due and payable without notice or demand.

21. **COST OF LITIGATION.** In the event of any litigation between the parties hereto involving this Lease or the respective rights of the parties hereunder, the party who is unsuccessful in such litigation shall pay to the successful party reasonable attorney's fees, court costs and expenses of such litigation incurred by such successful party.

22. **NOTICES.** All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Lease will be in writing and will be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by any recognized over-night courier, or hand delivery addressed as follows:

If to Landlord: Trophy Club Municipal Utility District No. 1  
100 Municipal Drive  
Trophy Club, Texas 76262

If to Tenant: Town of Trophy Club  
1 Trophy Wood Drive  
Trophy Club, Texas 76262-9700

Either party may designate by written notice a new address to which any notice, demand, request or communication may thereafter be given, served or sent. Each notice, demand, request or communication that is mailed, delivered or transmitted in the manner described above will be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile transmission) the answer back being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

23. **ENTIRE AGREEMENT.** This Lease and the agreements, instruments and documents contemplated by this Lease represent the parties' entire agreement with respect to the subject matter of this Lease and such other agreements, instruments and documents and supersede and replace any prior agreement or understanding with respect to that subject matter. This Lease may not be amended or supplemented except pursuant to a written instrument signed by the party against whom such amendment or supplement is to be enforced. Nothing contained in this Lease will be deemed to create any agency, joint venture, partnership or similar relationship between the parties to this Lease.

24. **COUNTERPARTS.** This Lease may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will be deemed to be a single agreement. This Lease will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

25. **SEVERABILITY.** If any of the provisions of this Lease are determined to be invalid or unenforceable, such invalidity or unenforceability will not invalidate or render unenforceable the remainder of this Lease, but rather the entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable. Notwithstanding the foregoing or any other provision of this Lease to the contrary, in the event that Tenant's obligation to pay rent (as adjusted from time to time under the terms of this Lease) is deemed invalid or unenforceable, then this Lease shall terminate for all purposes.




26. **THIRD PARTIES.** Except as expressly set forth or referred to in this, nothing in this Lease is intended or will be construed to confer upon or give to any party other than the parties to this Lease and their successors and assigns, if any, any rights or remedies under or by reason of this Lease.

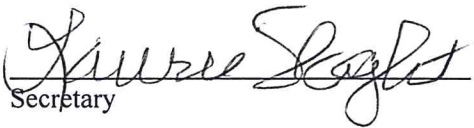
27. **WAIVER.** No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise or the exercise of any other rights.

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Lease on the date and the year first above written.

**LANDLORD:**

**TROPHY CLUB MUNICIPAL UTILITY DISTRICT  
NO. 1**

By:   
Name: Steve Flynn  
Title: President, Board of Directors  
Date: July 21, 2020

  
Secretary

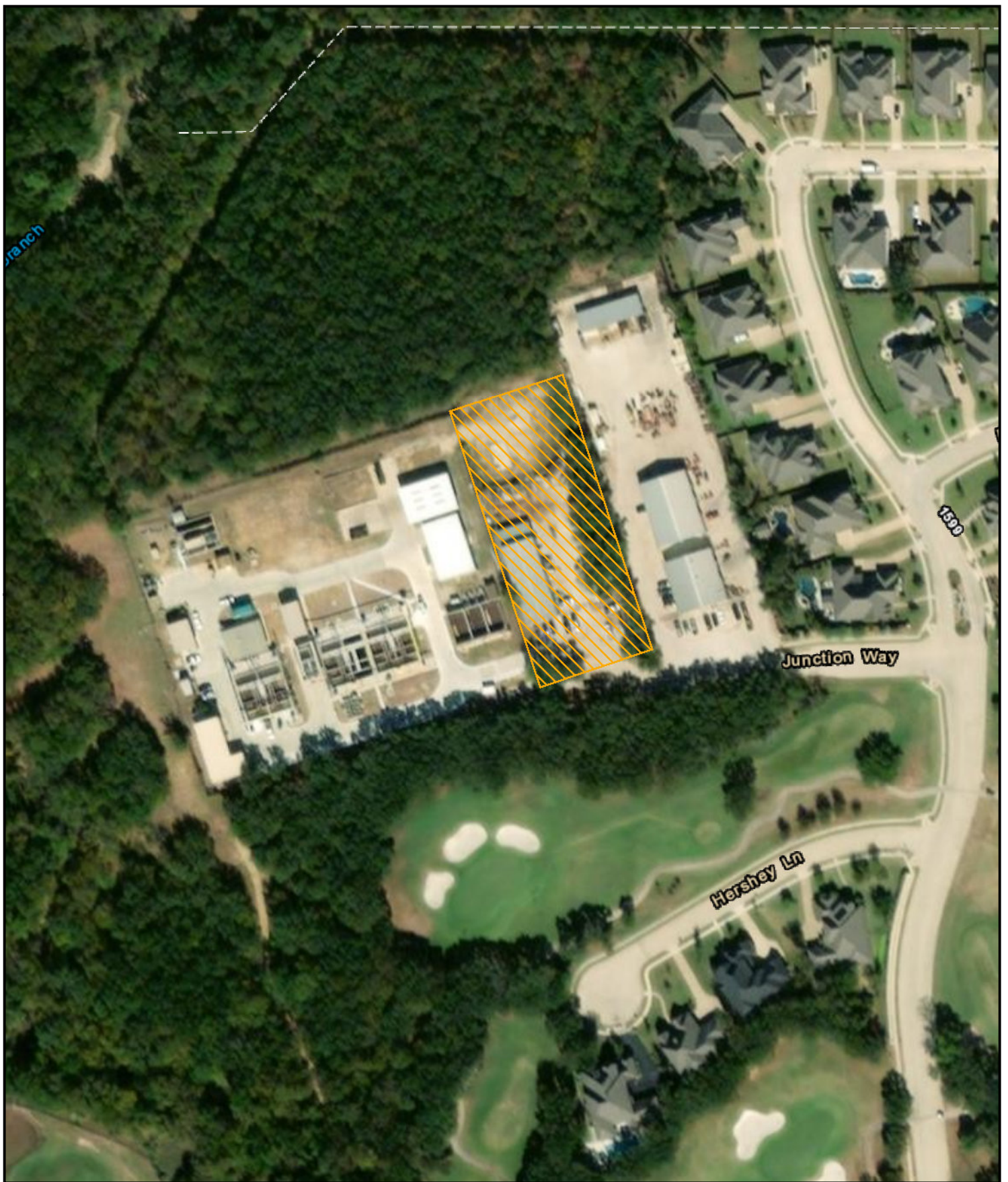
**TENANT:**

**TOWN OF TROPHY CLUB**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Exhibit “A”**


**Description of Premises**



## Exhibit A - Commercial Lease

### Legend

drawGraphics\_poly

 User drawn polygons



**Exhibit “F”**  
**Depiction of Wastewater Facility Tract**






## Exhibit F

### Legend

drawGraphics\_poly

 User drawn polygons





## Legislation Details (With Text)

<b>File #:</b>	2020-191-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/29/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Conduct a Public Hearing regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).				
<b>Attachments:</b>	<a href="#">CCPD FY 21 - Proposed Budget.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Conduct a Public Hearing regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).

<b>CCPD Fund</b>	<b>FY 2018 ACTUAL</b>	<b>FY 2019 ACTUAL</b>	<b>FY 2020 APPROVED</b>	<b>FY 2020 ESTIMATE</b>	<b>FY 2021 PROPOSED</b>	<b>FY 2022 PROJECTED</b>
<b>Beginning Fund Balance</b>	<b>\$ 61,373</b>	<b>\$ 77,610</b>	<b>\$ 130,510</b>	<b>\$ 79,228</b>	<b>\$ 110,856</b>	<b>\$ 65,457</b>
<b>Revenue</b>						
Sales Tax	\$ 224,102	\$ 244,325	\$ 235,819	\$ 237,500	\$ 245,000	\$ 252,350
Grant Revenue	-	-	-	2,301	-	-
Interest Income	7	-	-	-	-	-
Interest Income	-	-	-	3,200	-	-
<b>Total Revenue</b>	<b>\$ 224,109</b>	<b>\$ 244,325</b>	<b>\$ 235,819</b>	<b>\$ 243,001</b>	<b>\$ 245,000</b>	<b>\$ 252,350</b>
<b>Expenditures</b>						
<b>Personnel</b>						
Salaries	\$ -	\$ -	\$ -	-	-	-
Overtime	-	-	20,040	2,476	20,040	21,260
Longevity	-	-	-	-	-	-
Stipend	-	-	-	-	-	-
Retirement	-	-	2,657	-	2,729	2,819
Social Security Taxes	-	-	1,242	-	1,242	1,318
Medicare Taxes	-	-	291	-	291	308
Workers' Compensation	-	-	446	198	446	446
<b>Total Personnel</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 24,677</b>	<b>\$ 2,674</b>	<b>\$ 24,748</b>	<b>\$ 26,152</b>
<b>Services &amp; Supplies</b>						
Professional Outside Services	\$ -	\$ 13,783	\$ 26,000	\$ 26,350	\$ 26,000	\$ 4,700
Schools & Training	-	19,260	15,400	15,400	15,400	-
Qualifying Expenses	-	17,218	18,250	18,249	18,250	-
Uniforms	4,804	4,028	6,000	5,021	6,000	1,000
Small Equipment	9,401	46,960	44,900	44,899	50,000	26,000
<b>Total Services &amp; Supplies</b>	<b>\$ 14,205</b>	<b>\$ 101,248</b>	<b>\$ 110,550</b>	<b>\$ 109,919</b>	<b>\$ 115,650</b>	<b>\$ 26,000</b>
<b>Capital</b>						
Capital Outlay	\$ 46,236	\$ 40,297	\$ 47,500	\$ 47,500	\$ 150,000	\$ 45,000
<b>Total Capital</b>	<b>\$ 46,236</b>	<b>\$ 40,297</b>	<b>\$ 47,500</b>	<b>\$ 47,500</b>	<b>\$ 150,000</b>	<b>\$ 45,000</b>
<b>Total Expenditures</b>	<b>\$ 60,441</b>	<b>\$ 141,545</b>	<b>\$ 182,727</b>	<b>\$ 160,092</b>	<b>\$ 290,398</b>	<b>\$ 97,152</b>
<b>Other Sources (Uses)</b>						
Transfer Out	\$ (147,431)	\$ (49,881)	\$ (51,281)	\$ (51,281)	\$ -	\$ (153,681)
<b>Total Other Sources (Uses)</b>	<b>\$ (147,431)</b>	<b>\$ (49,881)</b>	<b>\$ (51,281)</b>	<b>\$ (51,281)</b>	<b>\$ -</b>	<b>\$ (153,681)</b>
<b>Net Increase (Decrease)</b>	<b>\$ 16,237</b>	<b>\$ 52,900</b>	<b>\$ 1,811</b>	<b>\$ 31,628</b>	<b>\$ (45,398)</b>	<b>\$ 1,517</b>
<b>Ending Fund Balance</b>	<b>\$ 77,610</b>	<b>\$ 130,510</b>	<b>\$ 132,321</b>	<b>\$ 110,856</b>	<b>\$ 65,457</b>	<b>\$ 66,974</b>

## Legislation Details (With Text)

<b>File #:</b>	2020-203-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	7/6/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).				
<b>Attachments:</b>	<a href="#">CCPD FY 21 - Proposed Budget.pdf</a>				

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding the Crime Control and Prevention District's Budget for Fiscal Year 2020-2021 (S. Norwood).

## Legislation Details (With Text)

<b>File #:</b>	2020-200-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	7/1/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/28/2020	<b>Final action:</b>			
<b>Title:</b>	<p>Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council will convene into executive session to discuss the following:</p> <p>Section 551.074 Personnel Matters to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee (S. Norwood)</p> <p>1) Parks and Recreation Board</p>				

### Attachments:

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

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

Section 551.074 Personnel Matters to discuss or deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee (S. Norwood)

- 1) Parks and Recreation Board

## Legislation Details (With Text)

---

**File #:** 2020-198-T    **Version:** 1    **Name:**

**Type:** Agenda Item    **Status:** Draft

**File created:** 6/29/2020    **In control:** Town Council

**On agenda:** 7/28/2020    **Final action:**

**Title:** Take appropriate action regarding a Resolution of the Town Council appointing one applicant for the Parks & Recreation Board (L. Vacek).

**Attachments:** [RES 2020-12 - Filling Vacancy for P&R Board.pdf](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Take appropriate action regarding a Resolution of the Town Council appointing one applicant for the Parks & Recreation Board (L. Vacek).

**TOWN OF TROPHY CLUB, TEXAS  
RESOLUTION NO. 2020-12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TROPHY CLUB, TEXAS, FILLING ONE (1) VACANT POSITION FOR THE PARKS & RECREATION BOARD; REAFFIRMING EXISTING APPOINTMENTS AND CHAIRPERSON; DESIGNATING TERMS OF SERVICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Trophy Club, Texas, benefits by having its citizens involved in local government through service on Boards, Commissions, and Corporations; and

**WHEREAS**, the Trophy Club Town Council is responsible for making appointments to the Boards, Commissions, and Corporations serving the Town; and

**WHEREAS**, a vacancy was created by the resignation of Joel Morace whose term will expire September 2020; and

**WHEREAS**, the Appointment Sub-Committee comprised of Mayor Sanders, Mayor Pro Tem Shoffner and Councilmember Geraci interviewed applicants; and the Town Council hereby fills one (1) vacant position for the remainder of an unexpired term;

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

**Section 1.** That the Town Council hereby appoints\_\_\_\_\_to the Parks and Recreation Board to fill the one (1) vacant position for the remainder of the unexpired term ending on September 30, 2020 with the addition of a full term beginning September 2020 and ending September 2022.

**PASSED and APPROVED** by the Town Council of the Town of Trophy Club, Texas on this 28th day of July 2020.

\_\_\_\_\_  
C. Nick Sanders, Mayor  
Town of Trophy Club, Texas

ATTEST:

\_\_\_\_\_  
Leticia Vacek, TRMC/CMC/MMC  
Town Secretary/RMO

RES 2020-12