



A G E N D A

**REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
TUESDAY, JANUARY 22, 2019, at 6:00 P.M.
HIGHLAND VILLAGE CITY COUNCIL CHAMBERS
1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS**

**Convene Meeting in Open Session
Training Room – 6:00 P.M.**

EARLY WORK SESSION

1. **Receive an Update on Possible Development of a Residential Overlay District in Highland Village**
2. **Receive a Presentation and Discuss the City's Legislative Program for the 86th Texas Legislative Session**
3. **Clarification of Consent or Action Items listed on today's City Council Regular Meeting Agenda of January 22, 2019**

(Items discussed during Early Work Session may be continued or moved to Open Session and/or Late Work Session if time does not permit holding or completing discussion of the item during Early Work Session)

**CLOSED SESSION
Training Room**

4. **Hold a closed meeting in accordance with the following sections of the Texas Government Code:
(a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**

**OPEN SESSION
City Council Chambers – 7:30 P.M.**

5. **Call to Order**
6. **Prayer to be led by Councilmember Jon Kixmiller**
7. **Pledge of Allegiance to the U.S. and Texas flags to be led by Councilmember Jon Kixmiller: *"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."***

8. **Visitor Comments** *(Anyone wishing to address the City Council must complete a Speakers' Request form and return it to the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action on items not posted on the agenda. Action on your statement can only be taken at a future meeting. In order to expedite the flow of business and to provide all visitors the opportunity to speak, the Mayor may impose a three (3) minute limitation on any person addressing the City Council. A thirty (30) minute time allotment is set for this section, and the remaining speakers will be heard at the end of the Action Agenda.)*
9. **City Manager/Staff Reports**
 - **HVTV Update**
10. **Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety**
 - **Recognition of Donald Strange, Public Works Street and Code Manager, for earning the Certified Public Works Professional Manager designation from the American Public Works Association (APWA)**

CONSENT AGENDA

All of the items on the Consent Agenda are considered for approval by a single motion and vote without discussion. Each Councilmember has the option of removing an item from this agenda so that it may be considered separately and/or adding any item from the Action Agenda to be considered as part of the Consent Agenda items.

11. **Consider Approval of Minutes of the Regular City Council Meeting held on January 8, 2019**
12. **Consider Resolution 2019-2792 authorizing the Purchase of Three (3) Ford F-Series Trucks for the Public Works Department from Silsbee Ford through the City's Cooperative Purchasing Agreement with the State of Texas Purchasing Co-op ("GoodBuy")**
13. **Consider Resolution 2019-2793 authorizing the City Manager to Enter into Interlocal Cooperation Agreements with Denton County for Ambulance and Fire Protection Services**
14. **Consider Resolution 2019-2794 ordering a General Municipal Election to be held on May 4, 2019 for the Purpose of Electing Councilmembers to Places 3, 5 and 7; Authorizing a Joint Election with other Denton County Political Subdivisions; and Authorizing a Contract for Election Services with Denton County**
15. **Consider Resolution 2019-2795 approving the City's Legislative Program for the 86th Texas Legislative Session**
16. **Consider Resolution 2019-2796 authorizing the City Manager to execute an Untreated Water Purchase Contract with the City of Dallas from Copperas Branch Lake, a Tributary of Lake Lewisville, to provide water for Irrigation and Recreational Uses at Doubletree Ranch Park**
17. **Receive Budget Reports for Period Ending November 30, 2018**

ACTION AGENDA

- 18. Take action, if any, on matters discussed in closed session in accordance with the following sections of the Texas Government Code:
 - (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)

- 19. Consider Resolution 2019-2797 authorizing the City Manager to Enter into a Fire and Emergency Services Automatic Aid Agreement with the Town of Flower Mound for Automatic Aid Paramedic Engine Response

LATE WORK SESSION

(Items may be discussed during Early Work Session, Time Permitting)

- 20. Discuss cancelling the March 12, 2019 City Council Meeting

- 21. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)

- 22. Adjournment

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE PUBLIC BULLETIN BOARD AT THE MUNICIPAL COMPLEX, 1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS IN ACCORDANCE WITH THE *TEXAS GOVERNMENT CODE, CHAPTER 551*, ON THE 18TH DAY OF JANUARY, 2019 NOT LATER THAN 5:00 P.M.



Angela Miller, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (972) 899-5132 or Fax (972) 317-0237 for additional information.

Removed from posting on the _____ day of _____, 2019 at
_____ am / pm by _____.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 1

MEETING DATE: 01/22/19

SUBJECT: Receive an Update and Discuss the Use of Alternate Exterior Building Materials Specific to Residential Structures as it relates to Possible Development of a Residential Overlay District in Highland Village

PREPARED BY: Scott Kriston, Director of Public Works

BACKGROUND:

General discussion regarding the use of alternate exterior building materials on residential structures within certain designated areas of Highland Village as presented by Scott Kriston.

At the October 23, 2018, Planning and Zoning meeting, the Commission was presented with a request to consider an alternate exterior building material of Hardi Cement Fiberboard siding for the property at 418 Post Oak Drive. The applicant had requested they be allowed to use 100% of the material on the exterior of their new proposed home. At that meeting, the Commission recommended sending the item forward to City Council for approval. City Council approved the alternate building material. During the discussion of the item, the City Council directed City Staff to review the City's current zoning regulations to consider whether an Overlay Ordinance should be adopted for designated areas in the City to allow for the use of alternate exterior building materials other than the masonry materials as required by the City's Comprehensive Zoning Ordinance and/or allow less than 80% coverage of residential structures in masonry materials.

IDENTIFIED NEED/S:

General discussion and any direction to City staff on whether to proceed forward with this item.

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

On December 18, 2018, staff and consultant made a presentation regarding exterior building materials specific to residential structures and discussed possible overlay district and took Commissioner comments.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

N/A

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 2

MEETING DATE: 01/22/19

SUBJECT: 2019 State Legislative Program

**PREPARED BY: Michael Leavitt, City Manager
Laurie Mullens, Director of Marketing & Communication**

COMMENTS:

The 86th Texas Legislature convened in January and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Highland Village. City Staff has prepared the City's legislative program, setting the city's priorities and key issues for the 86th Texas legislative session. The Legislative Program is included in this packet for Council review and approval. Staff and Council will present the City's legislative program to our legislators at Denton County Days on February 18-19.

Our legislative priorities are divided into six main categories:

1. Local Authority – Public Right of Ways
2. Local Revenue Caps, Revenue Reduction and Online Sales Tax
3. Public Safety
4. Transportation and DCTA
5. Water
6. Parks Funding

The common theme to all six categories is Highland Village's belief that cities are the level of government most connected to, and thus most accountable to, the people they serve; as a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans.

Within each broad Legislative Agenda topic, there is a list giving the city's position on multiple sub-topics, some of them very specific to legislation filed for this session or in previous sessions. Because the legislative priorities are represented by six main topics, there is flexibility to allow emerging legislative issues to be addressed through one or more of those topics.

This item is for informational purposes; there is an item on the regular agenda for formal action relating to the 2019 Legislative Program.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 10

MEETING DATE: 01/22/19

SUBJECT: Mayor and Council Reports on Items of Community Interest

PREPARED BY: Karen Bradley, Administrative Assistant to City Secretary

COMMENTS

Pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety.

- Recognition of Donald Strange, Public Works Street and Code Manager, for earning the Certified Public Works Professional Manager designation from the American Public Works Association (APWA)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 11

MEETING DATE: 01/22/19

SUBJECT: Consider Approval of Minutes of the Regular City Council Meeting held on January 8, 2019

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

Minutes are approved by a majority vote of Council at the Council meetings and listed on the Consent Agenda.

IDENTIFIED NEED/S:

Council is encouraged to call the City Secretary's Office prior to the meeting with suggested changes. Upon doing so, staff will make suggested changes and the minutes may be left on the Consent Agenda in order to contribute to a time efficient meeting. If the change is substantial in nature, a copy of the suggested change will be provided to Council for consideration prior to the vote.

OPTIONS & RESULTS:

The City Council should review and consider approval of the minutes. Council's vote and approval of the minutes reflect agreement with the accuracy of the minutes.

PROGRESS TO DATE: (if appropriate)

The City Manager has reviewed the minutes and given approval to include the minutes in this packet.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

To approve the minutes of the January 8, 2019 City Council meeting.

**MEETING MINUTES OF THE REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
HELD AT THE HIGHLAND VILLAGE MUNICIPAL COMPLEX
LOCATED AT 1000 HIGHLAND VILLAGE ROAD
TUESDAY, JANUARY 8, 2019**

Mayor Charlotte J. Wilcox called the meeting to order at 6:00 p.m.

Roll Call

Present:	Charlotte J. Wilcox	Mayor
	Jon Kixmiller	Councilmember
	Michael Lombardo	Councilmember
	Barbara Fleming	Deputy Mayor Pro Tem
	Fred Busche	Mayor Pro Tem
	Robert A. Fiester	Councilmember
	Daniel Jaworski	Councilmember
Staff Members:	Michael Leavitt	City Manager
	Kevin Laughlin	City Attorney
	Ken Heerman	Assistant City Manager
	Angela Miller	City Secretary
	Doug Reim	Chief of Police
	Travis Nokes	Deputy Fire Chief
	Phil Lozano	Parks and Recreation Director
	Fince Espinoza	Parks Operations & Project Manager
	Laurie Mullens	Director of Marketing & Communications
	Andrew Boyd	Media Specialist
	Karen Bradley	Administrative Assistant

EARLY WORK SESSION

1. Receive a Presentation regarding a Possible Donation from the Highland Village Parks Foundation to Renovate the Entry and Surrounding Area into Kids Kastle at Unity Park

City Manager Michael Leavitt reported the Highland Village Parks Foundation (Foundation) was established almost 20 years ago and that its Board of Directors (Board) has recently discussed dissolving the Foundation. Foundation President Mr. Austin Adams contacted Mr. Leavitt to discuss potentially donating some of the remaining Foundation funds to the City for a unique, signature park project - one that is currently not funded and that would not otherwise be considered in the immediate future. After their discussion, Mr. Leavitt and City staff identified the surrounding area at Kids Kastle and its entry points as being in need of improvements.

Improvements are currently funded for the pond and Kids Kastle renovation projects, which are scheduled to take place later this year. However the current configuration of amenities and circulation at the park does not allow for optimal traffic flow and use. The area between the small dog park and the Kids Kastle is in need of renovation to improve ADA access, programming, rental opportunities, curb appeal, circulation, provide for a food truck slip, add much-needed storyboards, and establish inviting entry points that will draw people into the space.

Mr. Leavitt and Parks and Recreation Director Phil Lozano met with Mr. Adams and proposed a potential signature park project, who concurred with staff's recommendation. City staff hired la terra studio to provide three (3) conceptual designs, which were presented to the Highland Village Parks Foundation Board. Mr. Lozano reported the Foundation has approximately \$200,000 in cash on hand, with potentially allocating \$100,000 towards this project.

Mr. Brad Multon from la terra studio presented the three (3) conceptual designs to Council. Option C was the preferred design, which has a conceptual cost estimate of \$182,050. Mr. Leavitt reminded everyone this would be a great opportunity to tie the different elements of the park together and to tell its story/history. Mayor Wilcox asked Mr. Adams if the Foundation could fund the project. Mr. Adams stated he is the President of the Foundation's Board, with three other Board members and they are considering reorganizing or dissolving the Foundation, but that discussion has not yet been concluded. He reported the Foundation has approximately \$200,000 that has come from donations and efforts of the Board. He voiced his excitement about the proposed project but added that the Board will ultimately make the final decision on funding. He added that the Foundation has assisted Studio B for a number of years and is not sure if some funding will go to them. Councilmember Jaworski asked if the Foundation's commitment to Studio B preclude it from committing the full \$200,000. Mr. Adams stated not necessarily and that he believes this is a worthwhile project but the Board has not yet made its decision.

Mayor Wilcox stated she would love to see this project move forward but asked if the Foundation would consider funding the full \$200,000? Mr. Adams stated the City, City Councilmembers and the community have historically been creative in getting projects done and would be surprised if the community doesn't find a way to fund the project. Mayor Wilcox then asked what amount of funding the board might be considering. Mr. Adams said he believed \$100,000 was the original amount that had been considered, but that a decision also needed to be made regarding Studio B.

Council suggested funding the project in next year's budget or out of a contingency fund. Mr. Leavitt asked the Council if they would like the City to enter into an agreement with the Foundation to fund a potential project. He stated if Council wishes to move forward, staff can start reviewing concept plans and potentially include as an alternate package with the bid for the Unity Park project. Mayor Wilcox stated there is excitement around the project and that it is a very noble gesture of the Foundation, but would also like to know the funding amount in order to know how to move forward. Deputy Mayor Pro Tem Fleming asked if Mr. Adams could report to the Foundation that Council is excited about the idea and to let staff know what is decided. Mr. Adams reported he has a Foundation meeting scheduled on Sunday, January 13 and that he would report to the Board everyone is enthusiastic about the Option C concept and the City wants to work with the Foundation to facilitate a donation to maximize the funding that would be available for such a project.

2. Receive an Update on the Copperas Branch Park Master Plan and Unity Park Bond Projects

Mr. Brad Moulton for la terra studio presented an update on the master planning process for Copperas Branch Park. Mr. Moulton reported there is the northern portion and now, with the addition to the south, they are looking at how to join these to create one large park. He stated an inventory analysis of the site will be compiled and made available during the public meetings. The next step in the planning process is to have stakeholder interviews which includes a workshop early in the master planning phase that gives the design team the opportunity to meet and talk to stakeholders to learn their vision and experiences, which will be used as a basis to form the master plan. Next steps include

holding a community wide workshop and getting input from “Bang the Table”, which allows for web-based community engagement.

Mr. Lozano provided a short update on the softball field, pond renovation and Kids Kastle replacement for Unity Park.

3. Clarification of Consent or Action Items listed on today’s City Council Regular Meeting Agenda of January 8, 2019

Relating to Agenda Item #15, Mayor Wilcox suggested moving this item to the Consent Agenda.

CLOSED SESSION

4. Hold a closed meeting in accordance with the following sections of the Texas Government Code:

- (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**

Council did not meet in Closed Session.

Early Work Session ended at 7:06 p.m.

OPEN SESSION

5. Call to Order

Mayor Wilcox called the meeting to order at 7:30 p.m.

Roll Call

Present:	Charlotte J. Wilcox	Mayor
	Jon Kixmiller	Councilmember
	Michael Lombardo	Councilmember
	Barbara Fleming	Deputy Mayor Pro Tem
	Fred Busche	Mayor Pro Tem
	Robert A. Fiester	Councilmember
	Daniel Jaworski	Councilmember

Staff Members:	Michael Leavitt	City Manager
	Kevin Laughlin	City Attorney
	Ken Heerman	Assistant City Manager
	Angela Miller	City Secretary
	Doug Reim	Chief of Police
	Mark Stewart	Assistant Chief of Police
	Phil Lozano	Parks and Recreation Director
	Laurie Mullens	Director of Marketing & Communications
	Andrew Boyd	Media Specialist

6. Prayer to be led by Mayor Charlotte J. Wilcox

Mayor Wilcox gave the invocation.

7. Pledge of Allegiance to the U.S. and Texas flags to be led by Mayor Charlotte J. Wilcox

Mayor Wilcox led the pledges.

8. Visitor Comments

No one wished to speak.

9. City Manager/Staff Reports

- **HVTV Update**

The HVTV Update shared the Ask the Animal Control Officer (ACO) segment which focused on what to do if a coyote is in your yard and the Factual Phil segment which provided information on the responsibilities of City Council and how to file for a place on the ballot for the May 2019 election.

10. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety

Mayor Wilcox congratulated the Parks & Recreation Department on its successful Christmas in the Park event, and thanked the Fire Department for its ever-popular Santa in Your Neighborhood visits. Mayor Wilcox also sent condolences to the Farness family for the recent passing of Bill.

- **Swearing in and Pinning of Police Officer Zachary Forschen**

Police Chief Reim swore in Officer Zackary Forschen.

- **Presentation of a Capital Credit Check from CoServ to the City of Highland Village**

Tracee Elrod, CoServ's Area Manager for Business and Government Relations, presented the City with a capital credit check in the amount of \$38,032.40. Brazos Energy also retired their capital credits this year, which increased the capital credit check over what was received in previous years.

CONSENT AGENDA

Mayor Pro Tem Busche requested Agenda Item #15 be moved up to the Consent Agenda; Mayor Wilcox moved the item up on the agenda.

11. Consider Approval of Minutes of the Regular City Council Meeting held on December 11, 2018

12. Consider Ordinance 2018-1259 amending the Code of Ordinances Article 14.06 relating to the Time Allowed for Placing Political Signs at Polling Locations on City Owned or Controlled Property (2nd and final read)

13. **Receive Budget Reports for Period Ending October 31, 2018**
15. **Consider Resolution 2019-2791 authorizing the City Manager to Negotiate and - Execute a Contract Agreement with Recovery Systems, Inc. d/b/a Pro-Tow Wrecker Services for Wrecker and Related Services**

Motion by Deputy Mayor Pro Tem Fleming, seconded by Mayor Pro Tem Busche, to approve Consent Agenda Items #11 through #13, and #15. Motion carried 7-0.

ACTION AGENDA

14. **Take action, if any, on matters discussed in closed session in accordance with the following sections of the Texas Government Code:**
 - (a) **Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**

NO ACTION TAKEN

Council did not meet in Closed Session.

15. **Consider Resolution 2019-2791 authorizing the City Manager to Negotiate and - Execute a Contract Agreement with Recovery Systems, Inc. d/b/a Pro-Tow Wrecker Services for Wrecker and Related Services**

This item was moved to the Consent Agenda.

16. **Consider Resolution 2019-2789 amending the Doubletree Ranch Park Facility Use Fee Schedule**

APPROVED (7 – 0)

Mr. Lozano reported City staff was directed by Council to review the user fees associated with Doubletree Ranch Park. He stated City staff performed a survey within a ten (10) mile radius of Doubletree Ranch Park of venues that provided similar rental usage and saw that our fees were less than the average amounts being charged. City staff has presented the results of the facility usage fee survey and discussed changes for Doubletree Ranch Park and the Robert and Lee DuVall Center Facilities with the Parks and Recreation Advisory Board. The Parks and Recreation Advisory Board approved 5-0 to recommend to City Council fee amendments for Doubletree Ranch Park Facilities. Mr. Lozano added that City staff would like to review and evaluate the fees in another year.

Motion by Deputy Mayor Pro Tem Fleming, seconded by Mayor Wilcox, to approve Resolution 2019-2789 amending the Doubletree Ranch Park Facility Use Fee Schedule. Motion carried 7-0.

17. **Consider Resolution 2019-2790 naming the Dog Park located at Unity Park**

APPROVED (7 – 0)

Mr. Lozano reported the dog park at Unity Park officially opened in April 2017 for use by the general public. Since its opening, the dog park has always been referred to as “The Dog Park at Unity.” Late last year, the City Council requested that staff explore naming options to officially name the dog park.

Mr. Lozano stated the Parks and Recreation Advisory Board met in a work session to discuss official naming of the dog park. At their regular meeting in December, the Parks and Recreation Advisory Board voted 5-0 to recommend Council name the dog park as "Kanine Kastle" as it is located adjacent to the Kids Kastle play area at Unity Park. Councilmember Lombardo suggested the spelling be "K-9 Kastle".

Motion by Councilmember Lombardo, seconded by Councilmember Jaworski, to approve Resolution 2019-2790 designating "K-9 Kastle" as the official name of the dog park at Unity Park. Motion carried 7-0.

LATE WORK SESSION

- 18. Status Reports on Current Projects and Discussion on Future Agenda Items (A Councilmember may inquire about a subject of which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.)**

Deputy Mayor Pro Tem Fleming asked about the recent work to the retaining wall on Highland Shores Boulevard. Mr. Leavitt reported the ground shifted causing the wall to buckle. He stated the Highland Shores HOA is having the repairs done.

Mr. Leavitt reported there will be an item on the agenda for the next City Council meeting relating to the City's Legislative Program for the 86th Texas Legislative Session. He asked Council to contact him or the City Secretary if they have any specific items to add.

- 19. Adjournment**

Mayor Wilcox adjourned the meeting at 8:03 p.m.

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

**CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING**

AGENDA# 12

MEETING DATE: 01/22/19

SUBJECT: Consider Resolution 2019-2792 authorizing Purchase of Three Ford F-Series Trucks from Silsbee Ford through the City's Cooperative Purchasing Agreement with the State of Texas Purchasing Co-Op "GOODBUY"

PREPARED BY: Scott Kriston, Director of Public Works

BACKGROUND:

During the budget process, the Fleet Maintenance division works with each division in evaluating their present vehicle and equipment inventory and need for the upcoming budget year. The City criteria for vehicle replacement is based on vehicle mileage of approximately 100,000 miles, repair history and age of vehicle. Equipment replacement is based on the repair history, age, hours of service and increased needs for each division.

IDENTIFIED NEED/S:

In this fiscal budget year 2019-2020, under the equipment replacement schedule, staff identified the equipment that has met the city's criteria for replacement. Equipment being replaced will be sold at auction.

PROGRESS TO DATE: (if appropriate)

In the process of taking bids as required by state law, City staff found that in working with the State of Texas Purchasing Co-Op "GOODBUY", vehicles meeting or exceeding all specifications for the vehicles could be purchased for the best price. GOODBUY fees are included in the total price.

GOODBUY obtained the needed vehicles through Silsbee Ford.

<u>Division</u>	<u>Quantity</u>	<u>Description</u>	<u>Cost</u>
Streets	1	2019 Extended-CAB Model Long-Wheel-Base	\$47,778.45
		Total Streets Purchase Cost	\$47,778.45
Drainage	1	2017 F-350 Crew-CAB 4x2	\$67,396.30
		Total Drainage Purchase Cost	\$67,396.30
Utility	1	2019 Extended-CAB Model Long-Wheel-Base	\$47,800.35
		Total Utility Purchase Cost	\$47,800.35
		<u>TOTAL</u>	\$162,975.10

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

Approved in FY 2019-2020 Vehicle / Equipment Replacement Budget.

RECOMMENDATION:

To approve Resolution 2019-2792.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2792

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING THE PURCHASE OF THREE FORD F-SERIES TRUCKS FROM SILSBEE FORD THROUGH THE CITY'S COOPERATIVE PURCHASING AGREEMENT WITH THE STATE OF TEXAS PURCHASING CO-OP (GOODBUY); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to its review of the City's vehicle and equipment in accordance with the City's replacement policies, City Administration has identified the need to replace three vehicles for the Public Works Department; and

WHEREAS, City Administration, while in the process of soliciting bids in accordance with state law, determined that the purchase of the equipment and vehicles that comply with City specifications can be made for the lowest price from Silsbee Ford, through the City's cooperative purchasing agreement with the State of Texas Co-Op ("GOODBUY") and

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to authorize the above-described purchase;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to purchase two (2) 2019 Extended Cab Model Long Wheel Base Ford F-Series vehicles and one (1) 2017 Ford F-350 Crew Cab vehicle through the City's cooperative purchasing agreement with GOODBUY in the amount of \$162,975.10.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON THIS 22ND DAY OF JANUARY 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/9/19:105316)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 13	MEETING DATE: 01/22/19
SUBJECT:	Consider Resolution 2019-2793 authorizing the City Manager to Enter into Interlocal Cooperation Agreements with Denton County for Fire Protection Services and Ambulance Services
PREPARED BY:	Travis Nokes, Interim Fire Chief Angela Miller, City Secretary

BACKGROUND:

The City of Highland Village received Interlocal Cooperation Agreements from Denton County to provide ambulance services and fire protection services to specified unincorporated areas of Denton County. The terms of the agreements are for the period of October 1, 2018 through September 30, 2019.

IDENTIFIED NEED/S:

The Interlocal Cooperation Agreements between Denton County and all municipalities are essential to inter-agency emergency services throughout the County.

OPTIONS & RESULTS:

The City of Highland Village participation in the Interlocal Cooperation Agreements promotes harmony and good will between all municipalities and Denton County and provides for Emergency Operations continuity between all participating jurisdictions.

PROGRESS TO DATE: (if appropriate)

The Interlocal Cooperation Agreements are the same as previous agreements and have been reviewed by the Fire Department staff and the City Attorney.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

Per the Interlocal Cooperation Agreements, Denton County agrees to pay an estimated fee of \$8,662 for ambulance services. Similarly, Denton County will pay \$10,000 upon execution of the agreement for fire protection services and an additional \$550 per fire call, estimating one (1) fire call for a total of \$550. The total estimated payment for fire protection services is to be \$10,550.

RECOMMENDATION:

To approve Resolution 2019-2793.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2793

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO INTERLOCAL COOPERATION AGREEMENTS WITH DENTON COUNTY FOR AMBULANCE AND FIRE PROTECTION SERVICES TO UNINCORPORATED AREAS OF DENTON COUNTY DURING FISCAL YEAR 2018-2019; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Denton County has requested the City of Highland Village enter into Interlocal Cooperation Agreements to provide Ambulance and Fire Protection Services to unincorporated areas of Denton County for the Fiscal Year 2018-2019; and

WHEREAS, the provision of such services provides a benefit to the citizens of Denton County; and

WHEREAS, the City Council of the City of Highland Village finds it in the public interest to enter into the above described agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City into the Interlocal Cooperation Agreements with Denton County for ambulance and fire protection services for Fiscal Year 2018-2019.

SECTION 2. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 22nd day of January, 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/15/19:105405)

THE COUNTY OF DENTON

§
§
§
§

**CITY OF HIGHLAND VILLAGE
FIRE DEPARTMENT**

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE**

THIS AGREEMENT, which has an effective date of October 1, 2018, is made and entered into by and between Denton County a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Highland Village, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **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; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Highland Village; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2018, and ending on September 30, 2019.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Highland Village in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$8,662.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4813 per capita; said sum computes to \$8,143.47.
2. A fixed sum of \$255.5911 per ambulance transport. There were no transports made by **AGENCY** in fiscal year 2018.
3. A fixed sum based on .75 rural miles in the agreed operating territory; said sum computes to \$518.44.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Each emergency transport made shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. A list of emergency transports shall be submitted monthly by the **AGENCY**. Emergency transport forms not timely submitted shall not be considered for payment. Completed emergency transport forms may be submitted by personal delivery, U.S. Mail, facsimile or email to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to

the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

This Agreement and 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. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

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 of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY:

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

BY: _____
Mary Horn
Denton County Judge

AGENCY:

City of Highland Village
Highland Village Fire Department
1200 Highland Village Road
Highland Village, Texas 75077

BY: _____
Name _____
Title _____

Acting on behalf of and by
the authority of the Denton County
Commissioners Court of Denton, Texas

Acting on behalf of and by the
authority of the City of Highland Village

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
City Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

**APPROVED AS TO FORM AND
LEGALITY:**

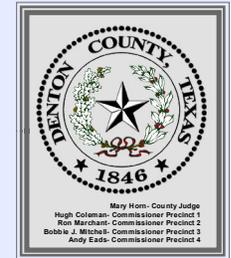
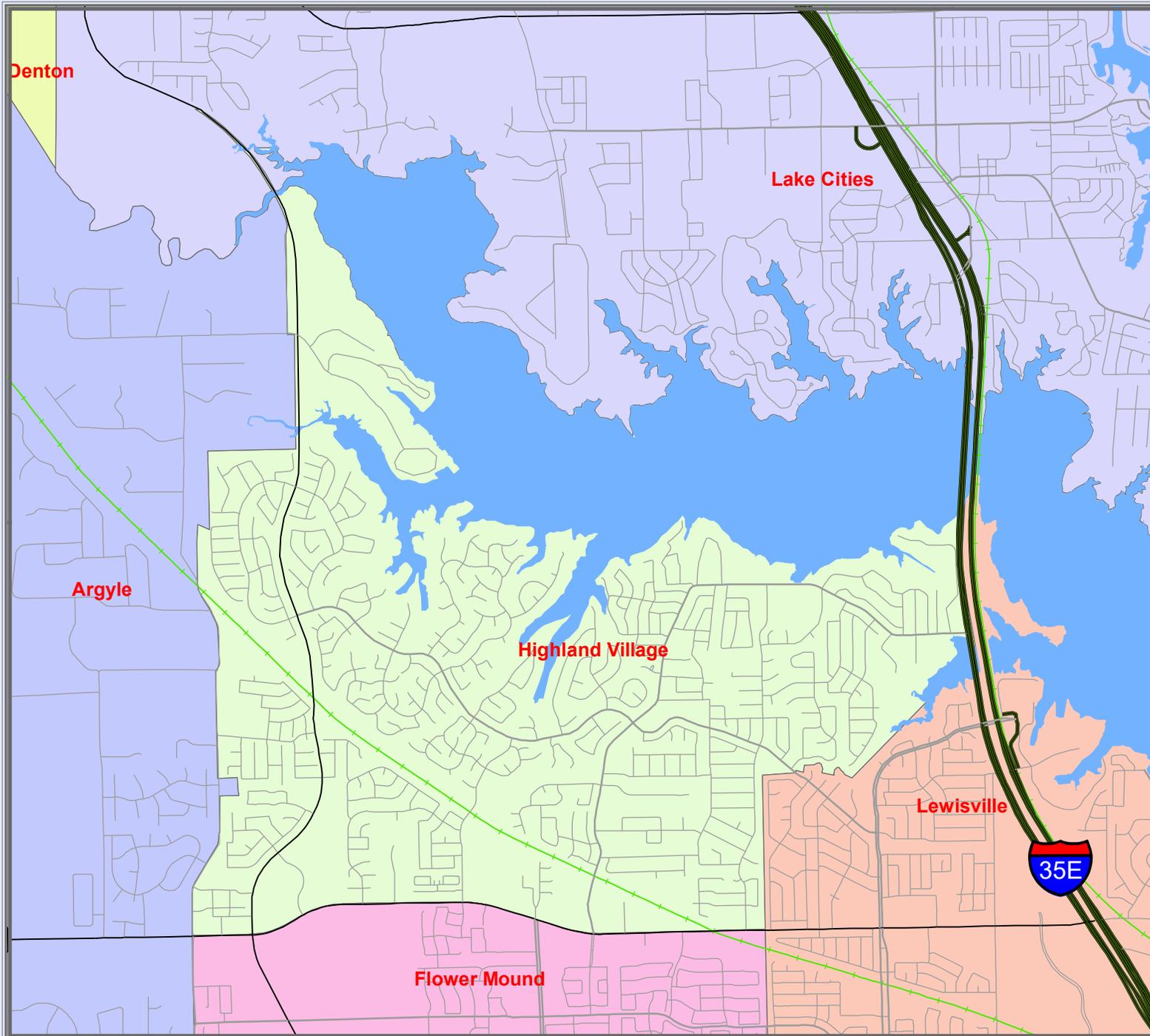
BY: _____
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to
accomplish and pay the obligation of Denton County under this Agreement.

James Wells, Denton County Auditor

DENTON COUNTY Highland Village EMS District



Legend

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

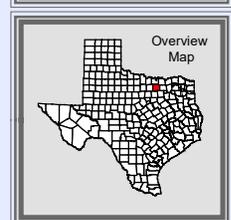
Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 30,999
 Sanger 2,000- 9,999
 Ponder 1-2,000

1 inch = 0.6 miles
 October 22, 2016

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
 LANDMARKMAP GIS: gis.dentoncounty.com
 E-MAIL: gis@dentoncounty.com



THE COUNTY OF DENTON

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**CITY OF HIGHLAND VILLAGE
FIRE DEPARTMENT**

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of October 1, 2018, is made and entered into by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as "the **COUNTY**," and the City of Highland Village Fire Department, a municipal corporation, located in Denton County, Texas, hereinafter referred to as "the **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; and

WHEREAS, the **AGENCY** is a municipal corporation, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Highland Village; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2018, and ending September 30, 2019.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Highland

Village in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as "*Highland Village*" as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 701 Kimberly Drive, Suite A101, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or her designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$550.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2018, to September 30, 2019. The **COUNTY** anticipates the **AGENCY** to run approximately **1** fire calls for a total funding of **\$550.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$10,550.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

This Agreement and 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. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

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 fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

COUNTY

Denton County, Texas
110 West Hickory Street, 2nd Floor
Denton, Texas 76201

AGENCY

City of Highland Village
Highland Village Fire Department
1200 Highland Village Road
Highland Village, Texas 75077

By _____
Mary Horn
Denton County Judge

By _____
Name _____
City Manager

Acting on behalf of and by the
authority of Denton County
Commissioners Court of
Denton County, Texas

Acting on behalf of and by the
authority of the City of Highland Village

DATED: _____

DATED: _____

ATTEST:

ATTEST:

BY: _____
Denton County Clerk

BY: _____
City Secretary

APPROVED AS TO CONTENT:

BY: _____
Denton County Fire Marshal

APPROVED AS TO FORM:

BY: _____
Assistant District Attorney

**APPROVED AS TO FORM AND
LEGALITY:**

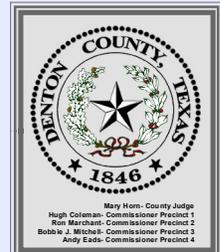
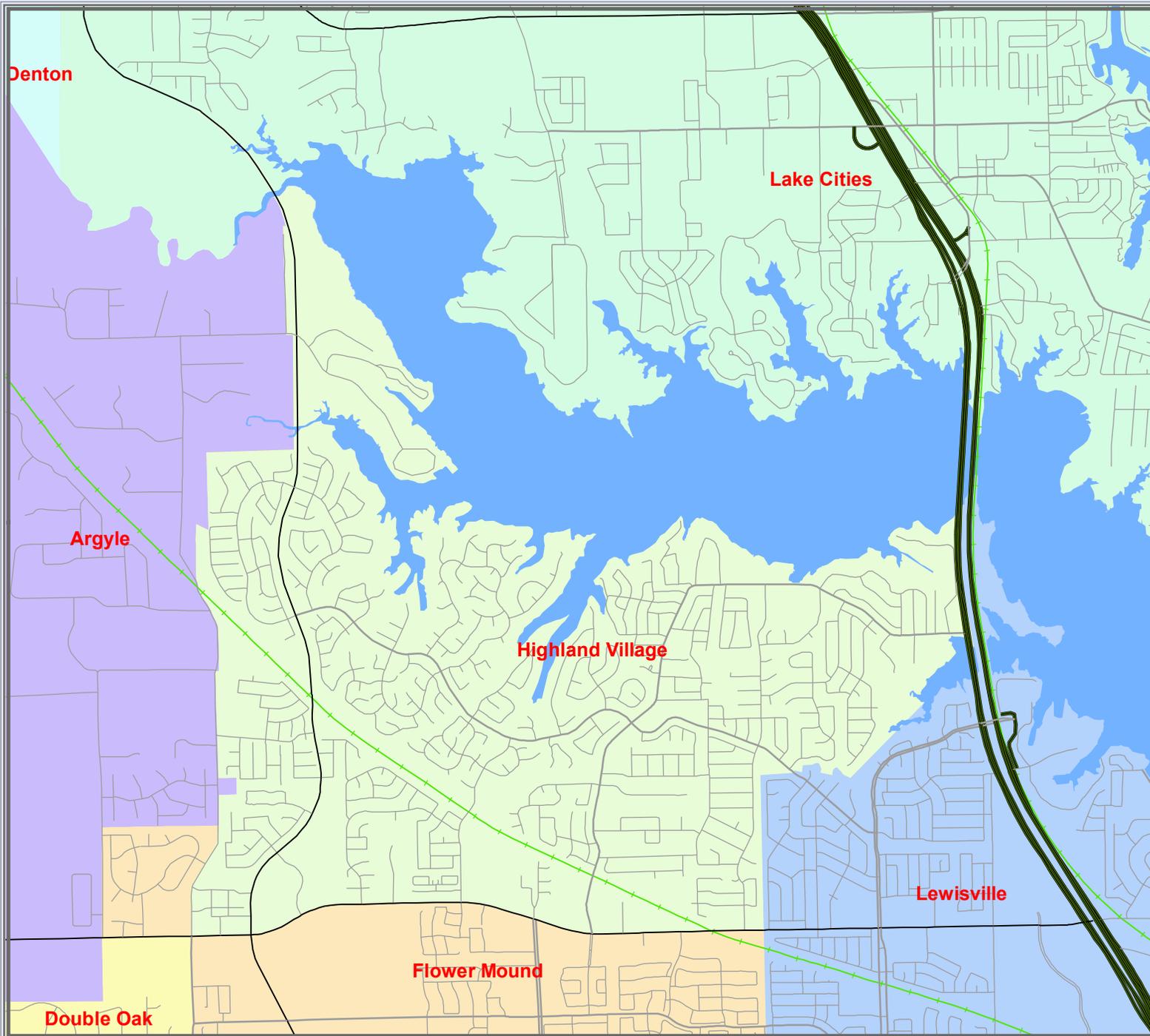
BY: _____
City Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Denton County under this Contract/Agreement.

James Wells, Denton County Auditor

DENTON COUNTY Highland Village Fire District



Legend

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population

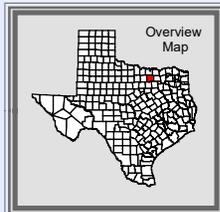
Denton > 100,000
Lewisville 40,000-100,000
Covington 10,000-30,999
Sanger 2,000-9,999
Fossil - 1,000

1 inch = 0.6 miles
October 22, 2018

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
LANDMARK MAP GIS: gis.dentoncounty.com
E-MAIL: gis@dentoncounty.com



DEPARTMENT OF TECHNOLOGY SERVICES

DENTON COUNTY

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14

MEETING DATE: 01/22/19

SUBJECT: Consider Resolution 2019-2794 authorizing a General Municipal Election to be held May 4, 2019 for the Purpose of Electing Councilmembers to Places 3, 5, and 7; authorizing a Joint Election with other Denton County Political Subdivisions; and contracting for Election Services with Denton County

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

Pursuant to the City Charter and Texas Election Code, the City's general election is to be held on the uniform election date on the first Saturday in May. The Charter further requires that the offices of Councilmember Places 3, 5, and 7 be elected at the general election in odd-numbered years.

The City Secretary's Office is responsible for conducting municipal elections as prescribed by the Texas Election Code. In accordance with Section 271.002 of the Texas Election Code, the City's election will be conducted jointly with other political subdivisions of Denton County. The proposed resolution calls for the May 4, 2019 general election for the offices of Councilmembers to Places 3, 5, and 7, establishes an election day voting location, provides for the appointment of election officials, provides for early voting and election day procedures, authorizes a joint election agreement and authorizes a contract for election services with Denton County.

IDENTIFIED NEED/S:

The Council is required to call an election no later than 78 days prior to Election Day. The City Charter requires an election be held for the identified offices on May 4, 2019.

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

Denton County Elections Administrator Frank Phillips will serve as the administrator of the Joint Election, with each participating entity remaining responsible for decisions and actions as required by law.

The contract provides for the following:

- Denton County will coordinate, supervise and conduct the Joint Election pursuant to provisions of the Texas Election Code;
- All election officials, including the Early Voting Clerk, shall be officials appointed by Denton County;
- Denton County will procure, prepare and distribute supplies and equipment for Early Voting and Election Day;
- Denton County shall be responsible for appointment of presiding judge and alternate judge for each polling location;
- Early Voting will be conducted jointly with all participating entities beginning April 22, 2019 and concluding April 30, 2019 at the locations and times established by the County. Highland Village voters may vote early at any joint early voting location;
- Early Voting by personal appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate/eScan voting system;
- Denton County shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to joint participants, candidates, press and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Denton County web site;
- Denton County is general custodian of the voted ballots and all records of the Joint Election;
- Runoff election, if needed, will be conducted on Saturday, June 8, 2019.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The City's general election is funded in the Fiscal Year 2018-2019 budget.

RECOMMENDATION:

To approve Resolution No. 2019-2794.

CITY OF HIGHLAND VILLAGE

RESOLUTION NO. 2019-2794

A RESOLUTION AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICE OF COUNCILMEMBER PLACES 3, 5, AND 7; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the City of Highland Village, as set forth by the Texas Election Code, is required to be held on May 4, 2019, at which time the voters will elect persons to City Council Places 3, 5, and 7; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Denton County, Texas; and

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to call the foregoing election and to enter into a contract with Denton County to conduct said election jointly with other Denton County government entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. A general municipal election is hereby ordered to be held on the 4th day of May, 2019 for the purpose of allowing the qualified voters of the City of Highland Village to elect a person to serve in the offices of Councilmember Places 3, 5, and 7.

SECTION 2. The election will be conducted jointly with other political subdivisions in Denton County on May 4, 2019, pursuant to Chapters 31 and 271, Texas Election Code.

SECTION 3. The election precinct and voting place of said elections shall be as follows:

City Voting Precinct
Highland Village Municipal Complex
1000 Highland Village Road
(Includes County voting precincts 3002, 3003, 3004, and 3005)

Election polls shall open at 7:00 a.m. and close at 7:00 p.m.

SECTION 4. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 5. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office, 701 Kimberly Drive, Suite A101, Denton, Texas 76208 beginning on April 22, 2019 and continuing through April 30, 2019 at the times set forth below:

Early Election Dates

Times When Polls Are Open

Monday through Saturday
April 22, 2019 through April 27, 2019

8:00 a.m. until 5:00 p.m.

Monday and Tuesday
April 29, 2019 and April 30, 2019

7:00 a.m. until 7:00 p.m.

In addition, all qualified and registered voters may vote by early appearance at the Highland Village Municipal Complex, 1000 Highland Village Road, Highland Village, Texas 75077 at the dates and times set forth below:

**Highland Village Municipal Complex
1000 Highland Village Road
Highland Village, TX 75077**

Early Election Dates

Time When Polls Are Open

Monday through Saturday
April 22, 2019 through April 27, 2019

8:00 a.m. until 5:00 p.m.

Monday and Tuesday
April 29, 2019 and April 30, 2019

7:00 a.m. until 7:00 p.m.

SECTION 6. Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Denton County Election Administrator.

SECTION 7. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections
P.O. Box 1720
Denton, TX 76202

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 23, 2019.

SECTION 8. The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 9. Should a runoff election be required following the canvass of the May 4, 2019, elections for any of the offices to be elected in the foregoing elections, the Council hereby orders that a runoff election be held with respect to said office(s) on Saturday, June 8, 2019. The polling place on Election Day for the runoff election shall be held at the Highland Village Municipal Complex at 1000 Highland Village Road, Highland Village, Texas, 75077 and the hours of voting shall be between 7:00 a.m. and 7:00 p.m.

Should a runoff election be necessary, early voting by personal appearance shall be held at the same locations set out in Section 6 hereof at the dates and times set forth below:

Early Voting Dates

Time when Polls Are Open

Tuesday through Saturday
May 28, 2019 through June 1, 2019

8:00 a.m. until 5:00 p.m.

Monday and Tuesday
June 3, 2019 and June 4, 2019

7:00 a.m. until 7:00 p.m.

SECTION 10. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 11. The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Denton County as the authorized representative of the City.

SECTION 12. The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 13. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED THIS THE 22ND DAY OF JANUARY 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/15/19:105403)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 15

MEETING DATE: 01/22/19

SUBJECT: Consider Resolution 2019-2795 approving the City's 2019 State Legislative Program

**PREPARED BY: Michael Leavitt, City Manager
Laurie Mullens, Director of Marketing & Communication**

BACKGROUND:

The 86th Texas Legislature convened in January and is expected to consider legislation on a wide range of issues with a direct impact on municipal government in general and on Highland Village. City Staff has prepared the City's legislative program, setting the city's priorities and key issues for the 86th Texas legislative session. The Legislative Program is included in this packet for Council review and approval. Staff and Council will present the City's legislative program to our legislators at Denton County Days on February 18-19, 2019.

IDENTIFIED NEED/S:

Our legislative priorities are divided into six main categories:

1. Local Authority – Public Right of Ways
2. Local Revenue Caps, Revenue Reduction and Online Sales Tax
3. Public Safety
4. Transportation and DCTA
5. Water
6. Parks Funding

The common theme to all six categories is Highland Village's belief that cities are the level of government most connected to, and thus most accountable to, the people they serve; as a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans.

OPTIONS & RESULTS:

Within each broad Legislative Agenda topic, there is a list giving the city's position on multiple sub-topics, some of them very specific to legislation filed for this session or in previous sessions. Because the legislative priorities are represented by six main topics, there is flexibility to allow emerging legislative issues to be addressed through one or more of those topics.

RECOMMENDATION:

To approve Resolution 2019-2795 approving the City's 2019 State Legislative Program.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2795

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS APPROVING THE CITY'S LEGISLATIVE PROGRAM FOR THE 86th TEXAS LEGISLATURE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the 86th Texas Legislature which convened in January 2019, and its committees will consider many issues and take action affecting the City of Highland Village; and

WHEREAS, the City Council of the City of Highland Village desires to adopt its 2019 State Legislative Program for the 86th Texas Legislature.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City of Highland Village's 2019 Legislative Program for the 86th Texas Legislature, attached hereto as Exhibit "A" and incorporated herein by reference, is adopted and approved.

SECTION 2. The Mayor and City Council, City Manager or their designees are authorized to communicate the items included in the City's Legislative Program to the members of the Texas Legislature.

SECTION 3. The Mayor and City Manager are authorized to sign any and all letters, petitions, and/or other documents on behalf of the City in order to promote the City's Legislative Program.

SECTION 4. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 22nd day of January 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

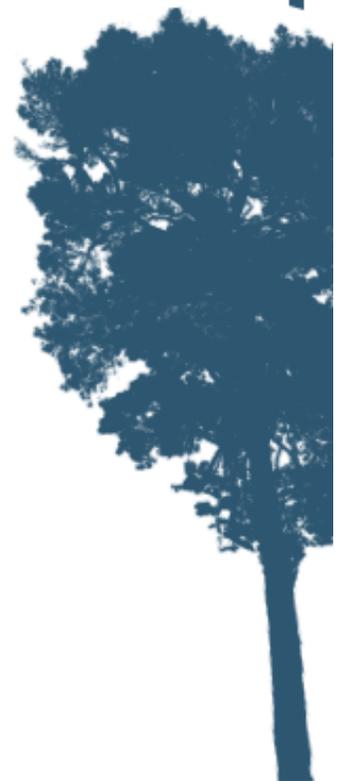
APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/18/19:105474)

CITY OF HIGHLAND VILLAGE 2019 LEGISLATIVE PRIORITIES FOR THE 86TH SESSION OF THE TEXAS LEGISLATURE

HIGHLAND
VILLAGE



2019 LEGISLATIVE PRIORITIES

FOR THE 86TH SESSION OF THE TEXAS LEGISLATURE



City of Highland Village Council



Mayor Charlotte Wilcox
cwilcox@highlandvillage.org



Mayor Pro Tem Fred Busche
fbusche@highlandvillage.org



Deputy Mayor Pro Tem
Barbara Fleming
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Jon Kixmiller
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Mike Lombardo
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Robert Fiester
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Daniel Jaworski
djaworski@highlandvillage.org

The City of Highland Village is a Home Rule Charter City, operating under a Council-Manager form of government. All members of Council are elected at-large, under a place system, and serve two-year terms.

Highland Village City Council adopted its 2019 Legislative Agenda on January 22, 2019, setting the City's priorities and key issues for the 86th Texas Legislative Session. Our Legislative Priorities are divided into six main categories:

- i. Local Authority - Public Rights-of-Way
- ii. Local Revenue Caps, Revenue Reduction, and Online Sales Tax
- iii. Public Safety
- iv. Transportation & DCTA
- v. Water
- vi. Parks Funding

The common theme to all six categories is Highland Village's belief that cities are the level of government most connected to, and thus most accountable to, the people they serve. As a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans.

Within each broad Legislative Agenda category, there is a list giving the City's position on multiple sub-topics, some of them very specific to legislation filed for this session or in previous sessions. Because the Legislative Priorities are represented by six main categories, there is flexibility to allow emerging legislative issues to be addressed through one or more of those categories.

i. Local Authority - Public Rights-of-Way

Cities are the level of government that is closest to the people it serves. Therefore, cities are the level of government best able to identify the needs of a community as well as the appropriate means to address those needs. While state government should be a resource for cities, decision-making authority should be placed at the municipal level whenever reasonable.

Some corporate interests continue to seek exemptions from local control over public rights-of-way. Highland Village will fight at the state and federal levels to preserve municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use. The public should not be asked to subsidize for-profit businesses by allowing those businesses free use of public property (including rights-of-way) to generate their profit. Access charges for using a public right-of-way are in essence a rental payment for property, similar to rent a business might pay for office space or lease payments for major equipment. It is an expected cost of doing business and should be treated as such. Reducing the ability of cities to maintain rights-of-way, or to collect reasonable payments for commercial use of rights-of-way, would transfer unfair economic burden to taxpayers in violation of long-standing Texas legal standards.



- » **OPPOSING** any legislation that would erode authority over land users.
- » **OPPOSING** any legislation that would erode or invalidate a city's ability to establish and enforce reasonable business regulations.
- » **SUPPORTING** continuation of existing eminent domain authority and related tools used for planning and development of projects serving a valid public purpose.
- » **OPPOSING** any legislation that would change the current two dates per year on which local elections can be held, unless it is to give cities additional flexibility.
- » **PRESERVING** municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use.
- » **MAINTAINING** the ability of municipal government to participate in utility rate cases on behalf of their residents.

ii. Local Revenue Caps, Revenue Reduction, and Online Sales Tax

Highland Village has operated in a fiscally conservative manner for years, and as a result many of the legislative proposals currently being considered would have had minimal impact on the City during the past decade. In 2017, a Community Service Survey was conducted and we found that overall the residents in the City of Highland Village have a very good appreciation and satisfaction towards the many aspects the City has to offer. Respondents expressed high levels of satisfaction with the service provided by different departments, especially from the Police Department, Parks and Recreation Department, and the Fire Department. More than half of the respondents (65%) are satisfied with the level of City services received in return for what residents are paying for property taxes. Applying an arbitrary statewide solution to a perceived problem, that is not typical of the majority of Texas cities, would go against the stated desires of Highland Village residents.

Cities provide the majority of government services that impact millions of Texans everyday; yet, unlike other parts of the country, Texas cities receive minimal funding from the federal and state government. As such, cities should not be expected to provide a wide range of important services and serve as a fundraising arm for the state. To the extent possible, local revenue should primarily benefit local taxpayers. Highland Village opposes any measure that would re-

direct existing local revenue to the state, or would impose unfunded mandates that create additional work for cities without new funding. This includes opposing any new or expanded fees that would be collected by local municipal courts on behalf of the state.

Certificates of Obligation provide cities and counties the flexibility to issue debt on a shorter timeline. This enables them to take advantage of favorable interest rates, or an opportunity to acquire a property, to make emergency repairs after a disaster, or to address a critical public need without having to wait for the next uniform election date on the calendar. There is sufficient accountability, as voters have the option to petition for an election on whether the Certificates should be issued, with the bar set relatively low for the petition requirements to call for an election. The process for issuing debt, by law, has extraordinary levels of transparency and accountability. Texas cities need to maintain flexibility in financing public improvements because every city has different needs and resources.

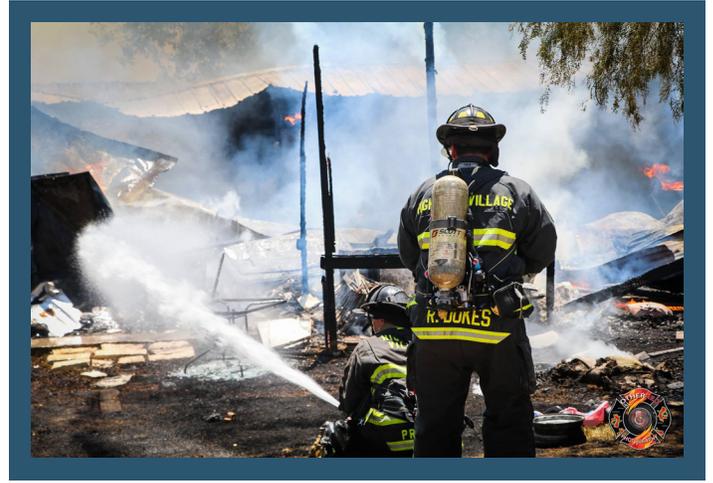
Assessing sales tax on both physical and online retailers creates a level playing field for businesses; exempting certain types of businesses from those levies would give them unfair competitive advantage with long-term negative impacts on commercial properties across Texas. The original reasoning for exempting online purchases from sales tax are no longer valid because online retail sales have become a well-established and thriving marketplace that no longer needs a public subsidy. For those, and other reasons, the 2018 United States Supreme Court ruling that sanctioned online sales tax collection should be honored and no effort should be made to permanently eliminate sales tax for online transactions. We call on the State Comptroller to work with cities on a fair and equitable way to distribute the local share of online sales taxes collected. We also ask the Comptroller to review the excessive fees currently being charged to cities for processing of sales tax collections and seek to adopt a fee structure that better reflects the cost of the service being provided.

- » **OPPOSING** any measure that would re-direct existing local revenue to the state.
- » **OPPOSING** any legislation that would increase or expand appraisal caps.
- » **OPPOSING** any legislation that would erode local taxing authority, including measures that would create new obstacles to funding sources or that would restrict the use of existing revenue streams.
- » **OPPOSING** any legislation that would erode the concept of “true market” appraisals.
- » **SUPPORTING** legislation that would close the “dark box” loophole being used by some large retailers to artificially devalue commercial properties for tax purposes.
- » **OPPOSING** any increased state fees, or reallocation of existing fees, on municipal court fines and proceedings, or any legislation that would have the effect of requiring municipal courts to collect revenue for the state.
- » **OPPOSING** any legislation that would permanently eliminate sales tax for online transactions.
- » **OPPOSING** any legislation that would create new sales tax exemptions, expand current exemptions, or expand the annual “sales tax holiday.”
- » **SUPPORTING** measures that would expand allowable uses of PEG fee revenue.
- » **MAINTAIN** Certificates of Obligation as a viable financing mechanism.



iii. Public Safety

Police, Fire, and Emergency Medical Services are among the most important services a city provides to its residents. Those services often represent the majority of a municipality's budget. State agencies and resources can be valuable, but should not be applied in such a way as to interfere with local efforts.



- » ENACTING a statewide prohibition on texting while operating a motor vehicle.
- » PROVIDING adequate funding of state law enforcement agencies on public lakes.
- » DISCONTINUING the redirection of dedicated telephone taxes to purposes other than 9-1-1 services.
- » OPPOSING efforts to legalize recreational use of marijuana in Texas.
- » OPPOSING any legislation that would subject local police to criminal charges for enforcing federal firearms laws, or subject any city that allows such enforcement to a lawsuit by the state's Attorney General or to punitive reductions in state funding.
- » MAKING it an offense for a person to post on a publicly accessible website the residence address or telephone number of an individual the actor knows is a public servant or a member of a public servant's family or household.
- » SEEKING assistance from the state in the form of opt-in programs to help local governments protect electronic databases from criminal breach, including state funding mechanisms to assist with cyber security priorities.
- » OPPOSING proposed state and federal regulations that would increase the maximum size of long-haul trucks on public highways.
- » OPPOSING legislation that would permit First Responders other than certified Peace Officers to carry a firearm while on the job.

iv. Transportation & DCTA

Transportation is a key factor in the future viability of our community. Roads provide a vital network that connects Highland Village to the region and state. Effective public transit options represent a responsible and reliable way to provide workers with access to employment centers.



Interstate 35E through Dallas and Denton counties is one of the most congested highways in Texas, causing delays that negatively impact tens of thousands of Texas commuters. This also has a dampening impact on current and prospective business development. A comprehensive reconstruction of Interstate 35E is planned, but only the smaller first phase has been funded (and completed in early 2017). The larger second phase has not been scheduled nor funded at this time. The economic vitality of communities along Interstate 35E, including Highland Village, relies on an interstate with sufficient capacity and safety measures. Full funding for the second phase of Interstate 35E should be considered a top priority.

The current DCTA board was originally created by statute as a guiding body that included representation from communities throughout Denton County. However, only voters in the three cities approved a half-cent sales tax to fund public transit.

This means the DCTA budget is being approved by a non-elected Board of Directors that includes a majority of members who represent communities that do not pay into the system. The three funding cities want to change this odd system of “representation without taxation” and limit voting board membership to the three funding cities plus two representatives appointed by Denton County.

Highland Village collects and remits to DCTA approximately \$1M per year in sales tax revenue. Yet, Highland Village’s one member on the Board of Directors can routinely be outvoted by a board majority that comes from communities that do not contribute financially in any way and have no tangible stake in the success of DCTA services.

The three cities also want the ability to appoint current City Council members to the DCTA Board of Directors. Current law does not allow that, unlike the governing boards of DART and other transit bodies around the state where cities do have that option. This could give cities more relevant input into DCTA budgeting and decision-making.

- » IDENTIFYING and securing full and timely funding for the second phase of Interstate 35E reconstruction.
- » SUPPORTING implementation of the Texas Bullet Train High-Speed Rail Project connecting Dallas-Fort Worth with Houston.
- » PROVIDING increased and consistent state funding to build and maintain a high-quality, efficient highway system.
- » ENDING the diversion of transportation revenues to non-transportation purposes.
- » INCREASING state investment in public transit, including regional rail service.
- » PROVIDING greater flexibility for cities to fund local transportation projects, including potential new state funding sources for important local and regional roads.
- » PRESERVING municipal authority to manage and maintain public rights-of-way, including the right to seek adequate compensation for their use.
- » OPPOSING legislation that impedes local authorities from adopting, implementing, or considering ordinances that regulate traffic controls and safety in their communities.

v. Water

Future viability requires the ability to provide for the long-term water supply needs of residents and businesses in Highland Village, North Texas, and statewide. This must include both maintaining current water supplies and developing new water sources.

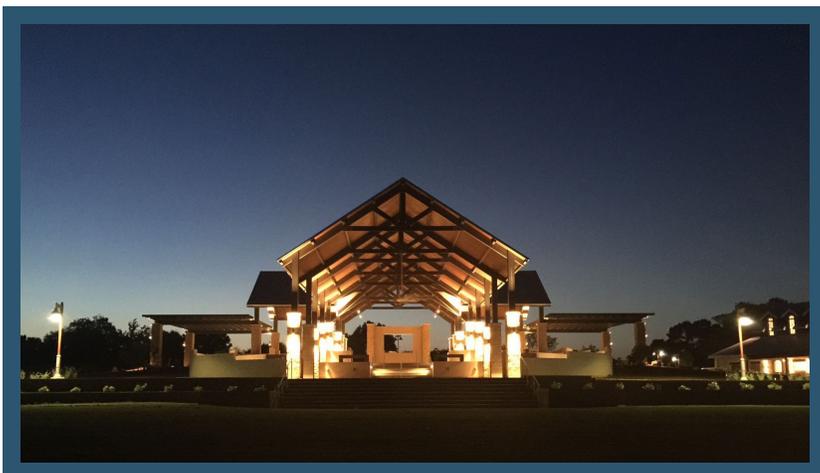
- » **OPPOSING** any legislation that would undermine city original jurisdiction, and oppose any efforts to make local water rates subject to approval by any state agency.
- » **ESTABLISHING** and enforcing water conservation standards at the local level, not at the state or federal level unless adequate ongoing funding is provided.
- » **OPPOSING** state “tap fees” or other state fees on municipal water systems.
- » **FULLY** funding the State Water Plan, and creating future state funding sources.
- » **OPPOSING** any legislation that might restrict Highland Village’s ability to continue providing a safe and reliable local water supply.
- » **WORKING** with state, regional partners, and other cities to identify and secure options for new water sources.



vi. Parks Funding

Public parks are popular recreation options for Texans, and multiple studies have shown that a well-maintained park system has a positive economic impact on both the community and state. Reduced state funding of parks not only threatens the viability of state parks, but it also has a direct negative impact on local parks that Texans value and love.

- » **ENCOURAGING** the state to adequately fund the maintenance and operation of state parks, recreation areas, natural areas, and monuments; and ensuring those facilities are widely and readily available to the public.
- » **EXPANDING** state and federal funding to assist with creating, maintaining, and operating local parks. Dedicating sports goods sales tax revenues for use in state and local parks that would directly benefit parks, recreation, open space, trails, and tourism.
- » **ENSURING** that parks and recreation agencies are included as eligible partners and beneficiaries in any strategy or guideline aimed at benefiting healthy lifestyles, increasing physical activity, conservation, or preservation.
- » **RESTORING** full funding to the Local Park Grant Program.
- » **EXPANDING** options for parks, recreation, open source, and trails on utility corridors, to include waiving all liability for those purposes to the utilities.



QUESTIONS? WE HAVE ANSWERS

PLEASE FEEL FREE TO CONTACT US ANYTIME.



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CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 16

MEETING DATE: 01/22/19

SUBJECT: Consider Resolution 2019-2796 authorizing the City Manager to Execute an Untreated Water Purchase Contract with the City of Dallas to provide water for Irrigation and Recreational Uses at Doubletree Ranch Park

PREPARED BY: Phil Lozano, Director of Parks and Recreation

BACKGROUND:

Doubletree Ranch Park was designed to use sources of raw water as a first choice for irrigation watering of the soccer fields and other landscaped areas of the park in order to minimize using potable (treated) water.

The irrigation water source is supplied from the pond just south of the Grand Lawn. The secondary source of water that will be utilized to replenish the pond will come from Copperas Branch Lake, a tributary of Lake Lewisville. The City of Dallas owns the water rights within Copperas Branch Lake.

The City presently has a raw water contract with the City of Dallas, the term of which ends in February 2019. The proposed new agreement is for a five year term with options for two additional five-year extensions. The other terms of the proposed contract are substantially the same as the current contract. However, City Administration was able to negotiate a substantial reduction in the minimum “take or pay” water quantity that will result in savings to the City during years with greater rain amounts that require less irrigation using the Dallas water supply.

IDENTIFIED NEED/S:

In order to purchase the raw water, we are required to enter into an Untreated Water Purchase Contract with the City of Dallas.

OPTIONS & RESULTS:

Failing to enter the proposed agreement increases the likelihood that the City will be required to use potable water for irrigation of the park soccer fields and landscape areas.

PROGRESS TO DATE: (if appropriate)

The City of Dallas has provided a new contract which the city’s attorney and staff have reviewed and agreed.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

As the purchaser, we will be required to pay for the minimum quantity of water as stated in our contract, which is 55,000 gallons. The current rate is \$0.8572 per 1000 gallons for a cost to the City of Highland Village of \$47.146 Dollars.

RECOMMENDATION:

To approve Resolution 2019-2796.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2796

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE AN UNTREATED WATER PURCHASE CONTRACT WITH THE CITY OF DALLAS TO PROVIDE WATER FOR IRRIGATION AND RECREATIONAL USES AT DOUBLETREE RANCH PARK; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the operation of Doubletree Ranch Park (“the Park”) requires irrigation of substantial areas of groundcover and landscaped areas; and

WHEREAS, the City can realize substantial savings and efficiencies if it can obtain and use water necessary for irrigating the Park from Lewisville Lake; and

WHEREAS, the City has previously contracted with the City of Dallas, the owner of the water rights in Lewisville Lake, to purchase, pump, and use raw water from Lewisville Lake for irrigation and recreational purposes at the Park, which agreement ends in February 2019; and

WHEREAS, City Administration has negotiated a new five-year agreement with the City of Dallas for water to be used for the operation of the Park; and

WHEREAS, the City Council of the City of Highland Village finds it to be in the public interest to authorize the execution of said agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to execute an Untreated Water Purchase Contract with the City of Dallas to purchase not less than 55,000 gallons and not more than 04 million gallons of raw water from Lewisville Lake at the rates established by the City of Dallas from time to time, said water to be used for irrigation and recreation purposes at Doubletree Ranch Park.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED THIS THE 22ND DAY OF JANUARY 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/14/19:105394)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 17

MEETING DATE: 01/22/19

SUBJECT: Receive Budget Reports for Period Ending November 30, 2018

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

In accordance with the City Charter, Section 6.12, paragraph D, a budget report is submitted monthly for Council Review.

The budget report submitted for November represents the second report in the Fiscal Year.

IDENTIFIED NEED/S:

N/A

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

N/A

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

Council to receive the budget reports for the period ending November 30, 2018.

General Fund Summary

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget (Includes Budget Amendments)	Year to Date	Variance	% Received
Property Tax	\$ 10,858,485	\$ 10,858,485	\$ 597,452	\$ (10,261,033)	6%
Sales Tax	2,787,241	2,787,241	27,850	(2,759,391)	1%
Franchise Fees	1,685,326	1,685,326	13,833	(1,671,493)	1%
Licensing & Permits	519,407	519,407	66,208	(453,199)	13%
Park/Recreation Fees	264,595	264,595	18,698	(245,897)	7%
Public Safety Fees	40,000	40,000	6,179	(33,821)	15%
Rents	131,408	131,408	11,529	(119,879)	9%
Municipal Court	97,920	97,920	13,795	(84,125)	14%
Public Safety Charges for Svc	473,237	473,237	92,745	(380,492)	20%
Interest Income	184,000	184,000	32,894	(151,106)	18%
Miscellaneous	140,550	140,550	4,772	(135,778)	3%
Total Revenues	\$ 17,182,169	\$ 17,182,169	\$ 885,957	\$ (16,296,212)	5%

Other Sources					
Transfers In	\$ 534,000	\$ 534,000	\$ -	\$ (534,000)	0%
Total Available Resources	\$ 17,716,169	\$ 17,716,169	\$ 885,957	\$ (16,830,212)	

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office	\$ 707,882	\$ 707,882	\$ 78,828	\$ 629,055	11%
Finance (includes Mun. Court)	1,614,695	1,614,695	367,881	1,246,814	23%
Human Resources	520,658	520,658	58,067	462,592	11%
City Secretary Office	360,526	360,526	35,674	324,852	10%
Information Services	1,114,746	1,114,746	214,523	900,223	19%
Police	5,047,139	5,047,139	757,231	4,289,908	15%
Fire	4,022,597	4,022,597	1,526,720	2,495,877	38%
Community Services	471,448	471,448	57,450	413,998	12%
Streets/Drainage	1,490,696	1,490,696	139,449	1,351,248	9%
Maintenance	925,288	925,288	124,376	800,912	13%
Parks	2,011,787	2,011,787	263,695	1,748,092	13%
Recreation	532,620	532,620	50,895	481,725	10%
Total Expenditures	\$ 18,820,082	\$ 18,820,082	\$ 3,674,789	\$ 15,145,293	20%

Capital Summary	(Included in totals above - summary information only)				
Equipment Replacement	\$ 1,584,000	\$ 1,584,000	\$ 1,100,623	\$ 483,377	69%

Other Uses					
Transfers Out	\$ 66,000	\$ 66,000	\$ -	66,000	0%
Total Expenditures	\$ 18,886,082	\$ 18,886,082	\$ 3,674,789	\$ 15,211,293	

Fund Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	6,735,401	6,735,401	6,735,401
+ Net Increase (Decrease)	(1,169,913)	(1,169,913)	(2,788,832)
Ending Fund Balance	\$ 5,565,488	\$ 5,565,488	\$ 3,946,569

Fund Balance Detail	Original Budget	Revised Budget	Year to Date
Reserve Fund Balance (15% of Total Expenditures)	\$ 2,823,012	\$ 2,823,012	\$ 551,218
Restricted	11,500	11,500	11,500
Unassigned	2,730,976	2,730,976	3,383,851
Total Fund Balance	\$ 5,565,488	\$ 5,565,488	\$ 3,946,569

General Fund Expenditure Summary

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired

16.7%

--- Summary ---

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 12,497,378	\$ 12,497,378	\$ 1,707,592	\$ 10,789,786	14%
Services / Supplies	4,738,704	4,738,704	866,574	3,872,130	18%
Capital	1,584,000	1,584,000	1,100,623	483,377	69%
	\$ 18,820,082	\$ 18,820,082	\$ 3,674,789	\$ 15,145,293	20%

--- Detail ---

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 9,024,474	\$ 9,024,474	\$ 1,131,510	\$ 7,892,964	13%
<i>Employee Benefits</i>	3,472,904	3,472,904	576,081	2,896,822	17%
<i>Total Personnel</i>	\$ 12,497,378	\$ 12,497,378	\$ 1,707,592	\$ 10,789,786	14%
Services / Supplies					
<i>Professional Services</i>	\$ 1,477,011	\$ 1,477,011	\$ 411,694	\$ 1,065,317	28%
<i>Employee Development</i>	356,261	356,261	39,666	316,595	11%
<i>Office Supplies / Equipment</i>	1,130,352	1,130,352	126,595	1,003,757	11%
<i>Utilities</i>	334,408	334,408	47,308	287,100	14%
<i>Other</i>	1,440,672	1,440,672	241,310	1,199,362	17%
<i>Total Services / Supplies</i>	\$ 4,738,704	\$ 4,738,704	\$ 866,574	\$ 3,872,130	18%
Capital					
<i>Equipment / Vehicles</i>	\$ 1,584,000	\$ 1,584,000	\$ 1,100,623	\$ 483,377	69%
<i>Total Capital</i>	\$ 1,584,000	\$ 1,584,000	\$ 1,100,623	\$ 483,377	69%
Total General Fund Expenditure Summary	\$ 18,820,082	\$ 18,820,082	\$ 3,674,789	\$ 15,145,293	20%

General Fund Revenue

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired

16.7%

Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Property Tax	\$ 10,858,485	\$ 10,858,485	\$ 597,452	\$ (10,261,033)	6%
Sales Tax	2,787,241	2,787,241	27,850	(2,759,391)	1%
Franchise Fees	1,685,326	1,685,326	13,833	(1,671,493)	1%
Licensing & Permits	519,407	519,407	66,208	(453,199)	13%
Park/Recreation Fees	264,595	264,595	18,698	(245,897)	7%
Public Safety Fees	40,000	40,000	6,179	(33,821)	15%
Rents	131,408	131,408	11,529	(119,879)	9%
Municipal Court	97,920	97,920	13,795	(84,125)	14%
Public Safety Charges for Svc	473,237	473,237	92,745	(380,492)	20%
Interest Income	184,000	184,000	32,894	(151,106)	18%
Miscellaneous	140,550	140,550	4,772	(135,778)	3%
Total Revenues	\$ 17,182,169	\$ 17,182,169	\$ 885,957	\$ (16,296,212)	5%

City Manager Office FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 413,579	\$ 413,579	\$ 53,453	\$ 360,126	13%
Services / Supplies	294,303	294,303	25,375	268,928	9%
Capital	-	-	-	-	0%
	<u>\$ 707,882</u>	<u>\$ 707,882</u>	<u>\$ 78,828</u>	<u>\$ 629,055</u>	<u>11%</u>

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 327,604	\$ 327,604	\$ 39,149	\$ 288,455	12%
<i>Employee Benefits</i>	85,975	85,975	14,304	71,671	17%
Total Personnel	<u>\$ 413,579</u>	<u>\$ 413,579</u>	<u>\$ 53,453</u>	<u>\$ 360,126</u>	<u>13%</u>

Services / Supplies					
<i>Professional Services (City-wide legal - \$130,260)</i>	\$ 165,760	\$ 165,760	\$ 17,705	\$ 148,055	11%
<i>Employee Development</i>	14,045	14,045	3,601	10,444	26%
<i>Supplies / Equipment</i>	4,210	4,210	1,618	2,592	38%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Contingency)</i>	110,288	110,288	2,450	107,838	2%
Total Services / Supplies	<u>\$ 294,303</u>	<u>\$ 294,303</u>	<u>\$ 25,375</u>	<u>\$ 268,928</u>	<u>9%</u>

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>

Total City Manager	<u>\$ 707,882</u>	<u>\$ 707,882</u>	<u>\$ 78,828</u>	<u>\$ 629,055</u>	<u>11%</u>
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Finance Department FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 999,683	\$ 999,683	\$ 137,689	\$ 861,994	14%
Services / Supplies	615,012	615,012	230,192	384,821	37%
Capital	-	-	-	-	0%
	\$ 1,614,695	\$ 1,614,695	\$ 367,881	\$ 1,246,814	23%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 722,935	\$ 722,935	\$ 94,355	\$ 628,580	13%
<i>Employee Benefits</i>	276,748	276,748	43,333	233,414	16%
Total Personnel	\$ 999,683	\$ 999,683	\$ 137,689	\$ 861,994	14%

Services / Supplies					
<i>Professional Services</i> <i>(City-wide liability insurance - \$126,376 / DCAD - \$79,636)</i>	\$ 531,737	\$ 531,737	\$ 215,464	\$ 316,274	41%
<i>Employee Development</i>	21,708	21,708	1,120	20,588	5%
<i>Supplies / Equipment</i>	10,667	10,667	366	10,301	3%
<i>Utilities</i>	-	-	-	-	0%
<i>Other [Special Events (\$21,900, Data Processing \$29,000)]</i>	50,900	50,900	13,242	37,658	26%
Total Services / Supplies	\$ 615,012	\$ 615,012	\$ 230,192	\$ 384,821	37%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%
Total Finance Department	\$ 1,614,695	\$ 1,614,695	\$ 367,881	\$ 1,246,814	23%

Human Resources FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 387,236	\$ 387,236	\$ 41,147	\$ 346,089	11%
Services / Supplies	133,422	133,422	16,919	116,503	13%
Capital	-	-	-	-	0%
	<u>\$ 520,658</u>	<u>\$ 520,658</u>	<u>\$ 58,067</u>	<u>\$ 462,592</u>	11%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 287,718	\$ 287,718	\$ 29,137	\$ 258,582	10%
<i>Employee Benefits</i>	99,518	99,518	12,011	87,507	12%
<i>Total Personnel</i>	<u>\$ 387,236</u>	<u>\$ 387,236</u>	<u>\$ 41,147</u>	<u>\$ 346,089</u>	11%

Services / Supplies					
<i>Professional Services</i>	\$ 51,050	\$ 51,050	\$ 9,190	\$ 41,860	18%
<i>Employee Development</i>	73,972	73,972	5,561	68,411	8%
<i>Supplies / Equipment</i>	1,575	1,575	31	1,544	2%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Safety Programs)</i>	6,825	6,825	2,138	4,687	31%
<i>Total Services / Supplies</i>	<u>\$ 133,422</u>	<u>\$ 133,422</u>	<u>\$ 16,919</u>	<u>\$ 116,503</u>	13%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	0%

Total Human Resources	<u>\$ 520,658</u>	<u>\$ 520,658</u>	<u>\$ 58,067</u>	<u>\$ 462,592</u>	11%
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City Secretary Office FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 211,309	\$ 211,309	\$ 28,262	\$ 183,047	13%
Services / Supplies	149,217	149,217	7,413	141,804	5%
Capital	-	-	-	-	-
	\$ 360,526	\$ 360,526	\$ 35,674	\$ 324,852	10%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 162,369	\$ 162,369	\$ 20,781	\$ 141,588	13%
<i>Employee Benefits</i>	48,941	48,941	7,481	41,459	15%
Total Personnel	\$ 211,309	\$ 211,309	\$ 28,262	\$ 183,047	13%

Services / Supplies					
<i>Professional Services</i>	\$ 41,900	\$ 41,900	\$ 1,865	\$ 40,035	4%
<i>Employee Development</i> <small>(City Council related \$36,142)</small>	50,262	50,262	3,950	46,312	8%
<i>Supplies / Equipment</i>	16,055	16,055	1,598	14,457	10%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Outside Services)</i>	41,000	41,000	-	41,000	0%
Total Services / Supplies	\$ 149,217	\$ 149,217	\$ 7,413	\$ 141,804	5%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total City Secretary Office	\$ 360,526	\$ 360,526	\$ 35,674	\$ 324,852	10%
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Information Services FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 677,843	\$ 677,843	\$ 91,070	\$ 586,772	13%
Services / Supplies	436,903	436,903	80,643	356,260	18%
Capital	-	-	42,810	(42,810)	0%
	\$ 1,114,746	\$ 1,114,746	\$ 214,523	\$ 900,223	19%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 511,425	\$ 511,425	\$ 67,467	\$ 443,958	13%
<i>Employee Benefits</i>	166,417	166,417	23,603	142,814	14%
Total Personnel	\$ 677,843	\$ 677,843	\$ 91,070	\$ 586,772	13%

Services / Supplies					
<i>Professional Services (Maintenance Contracts \$137,440)</i>	\$ 190,440	\$ 190,440	\$ 48,716	\$ 141,724	26%
<i>Employee Development</i>	28,755	28,755	5,239	23,516	18%
<i>Supplies / Equipment</i>	2,300	2,300	360	1,940	16%
<i>Utilities</i>	24,308	24,308	2,522	21,786	10%
<i>Other (Data Processing)</i>	191,100	191,100	23,806	167,294	12%
Total Services / Supplies	\$ 436,903	\$ 436,903	\$ 80,643	\$ 356,260	18%

Capital					
<i>Equipment / Vehicles</i>	-	-	42,810	(42,810)	0%
Total Capital	\$ -	\$ -	\$ 42,810	\$ (42,810)	0%

Total City Secretary Office	\$ 1,114,746	\$ 1,114,746	\$ 214,523	\$ 900,223	19%
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Police Department FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 4,492,789	\$ 4,492,789	\$ 613,936	\$ 3,878,853	14%
Services / Supplies	389,350	389,350	119,039	270,311	31%
Capital	<u>165,000</u>	<u>165,000</u>	<u>24,256</u>	<u>140,744</u>	<u>15%</u>
	\$ 5,047,139	\$ 5,047,139	\$ 757,231	\$ 4,289,908	15%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 3,309,810	\$ 3,309,810	\$ 419,768	\$ 2,890,041	13%
<i>Employee Benefits</i>	<u>1,182,979</u>	<u>1,182,979</u>	<u>194,168</u>	<u>988,812</u>	<u>16%</u>
Total Personnel	\$ 4,492,789	\$ 4,492,789	\$ 613,936	\$ 3,878,853	14%

Services / Supplies					
<i>Professional Services</i>	\$ 139,838	\$ 139,838	\$ 100,516	\$ 39,322	72%
<i>Employee Development</i>	45,309	45,309	5,515	39,794	12%
<i>Supplies / Equipment</i>	140,915	140,915	5,431	135,484	4%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Animal Care - \$52,028)</i>	<u>63,288</u>	<u>63,288</u>	<u>7,578</u>	<u>\$ 55,710</u>	<u>12%</u>
Total Services / Supplies	\$ 389,350	\$ 389,350	\$ 119,039	\$ 270,311	31%

Capital					
<i>Equipment / Vehicles</i>	165,000	165,000	24,256	140,744	15%
Total Capital	\$ 165,000	\$ 165,000	\$ 24,256	\$ 140,744	15%

Total Police Department	\$ 5,047,139	\$ 5,047,139	\$ 757,231	\$ 4,289,908	15%
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Fire Department FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 2,443,276	\$ 2,443,276	\$ 338,641	\$ 2,104,635	14%
Services / Supplies	475,321	475,321	192,763	282,558	41%
Capital	<u>1,104,000</u>	<u>1,104,000</u>	<u>995,316</u>	<u>108,684</u>	<u>90%</u>
	\$ 4,022,597	\$ 4,022,597	\$ 1,526,720	\$ 2,495,877	38%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
Salaries / Wages	\$ 1,709,983	\$ 1,709,983	\$ 210,748	\$ 1,499,236	12%
Employee Benefits	<u>733,293</u>	<u>733,293</u>	<u>127,893</u>	605,400	17%
Total Personnel	\$ 2,443,276	\$ 2,443,276	\$ 338,641	\$ 2,104,635	14%

Services / Supplies					
Professional Services	\$ 71,025	\$ 71,025	\$ 9,304	\$ 61,721	13%
Employee Development <i>(Training - \$50,450)</i>	65,495	65,495	11,820	53,675	18%
Supplies / Equipment	159,751	159,751	14,610	145,141	9%
Utilities	1,800	1,800	270	1,530	15%
Other <i>(Capital Lease Pmt - \$134,000)</i>	<u>177,250</u>	<u>177,250</u>	<u>156,759</u>	<u>20,491</u>	<u>88%</u>
Total Services / Supplies	\$ 475,321	\$ 475,321	\$ 192,763	\$ 282,558	41%

Capital					
Equipment / Vehicles	1,104,000	1,104,000	995,316	108,684	90%
Total Capital	\$ 1,104,000	\$ 1,104,000	\$ 995,316	\$ 108,684	90%

Total Fire Department	\$ 4,022,597	\$ 4,022,597	\$ 1,526,720	\$ 2,495,877	38%
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Community Services FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 447,995	\$ 447,995	\$ 56,868	\$ 391,127	13%
Services / Supplies	23,453	23,453	582	22,871	2%
Capital	-	-	-	-	0%
	\$ 471,448	\$ 471,448	\$ 57,450	\$ 413,998	12%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 316,041	\$ 316,041	\$ 39,941	\$ 276,100	13%
<i>Employee Benefits</i>	131,954	131,954	16,927	115,026	13%
<i>Total Personnel</i>	\$ 447,995	\$ 447,995	\$ 56,868	\$ 391,127	13%

Services / Supplies					
<i>Professional Services</i>	\$ 9,200	\$ 9,200	\$ 55	9,145	1%
<i>Employee Development</i>	5,795	5,795	-	5,795	0%
<i>Supplies / Equipment</i>	8,458	8,458	527	7,931	6%
<i>Utilities</i>	-	-	-	-	0%
<i>Other</i>	-	-	-	-	0%
<i>Total Services / Supplies</i>	\$ 23,453	\$ 23,453	\$ 582	\$ 22,871	2%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	\$ -	\$ -	\$ -	\$ -	0%

<i>Total Building Operations</i>	\$ 471,448	\$ 471,448	\$ 57,450	\$ 413,998	12%
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Streets Division FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 697,195	\$ 697,195	\$ 106,977	\$ 590,219	15%
Services / Supplies	718,501	718,501	32,472	686,029	5%
Capital	<u>75,000</u>	<u>75,000</u>	<u>-</u>	<u>75,000</u>	<u>0%</u>
	\$ 1,490,696	\$ 1,490,696	\$ 139,449	\$ 1,351,248	9%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 484,653	\$ 484,653	\$ 63,783	\$ 420,869	13%
<i>Employee Benefits</i>	<u>212,543</u>	<u>212,543</u>	<u>43,193</u>	<u>169,349</u>	<u>20%</u>
Total Personnel	\$ 697,195	\$ 697,195	\$ 106,977	\$ 590,219	15%

Services / Supplies					
<i>Professional Services</i>	\$ 78,771	\$ 78,771	\$ 480	\$ 78,291	1%
<i>Employee Development</i>	10,825	10,825	75	10,750	1%
<i>Supplies / Equipment</i>	48,355	48,355	6,852	41,503	14%
<i>Utilities (Streetlights)</i>	90,000	90,000	13,933	76,067	15%
<i>Other (Street Maintenance)</i>	<u>490,550</u>	<u>490,550</u>	<u>11,132</u>	<u>479,418</u>	<u>2%</u>
Total Services / Supplies	\$ 718,501	\$ 718,501	\$ 32,472	\$ 686,029	5%

Capital					
<i>Equipment / Vehicles</i>	75,000	75,000	-	75,000	0%
Total Capital	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	0%

Total Streets	\$ 1,490,696	\$ 1,490,696	\$ 139,449	\$ 1,351,248	9%
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Maintenance Division FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired

16.7%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 345,803	\$ 345,803	\$ 48,559	\$ 297,244	14%
Services / Supplies	579,485	579,485	75,817	503,668	13%
Capital	-	-	-	-	0%
	\$ 925,288	\$ 925,288	\$ 124,376	\$ 800,912	13%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 244,696	\$ 244,696	\$ 30,519	\$ 214,177	12%
<i>Employee Benefits</i>	101,107	101,107	18,041	83,067	18%
<i>Total Personnel</i>	\$ 345,803	\$ 345,803	\$ 48,559	\$ 297,244	14%
Services / Supplies					
<i>Professional Services</i>	\$ 63,978	\$ 63,978	\$ 3,282	\$ 60,696	5%
<i>Employee Development</i>	4,495	4,495	150	4,345	3%
<i>Supplies / Equipment</i> <i>(Fuel & Oils - \$159,777, Repair Parts</i> <i>/ Contract Repairs - \$195,610)</i>	425,912	425,912	59,313	366,599	14%
<i>Utilities</i>	85,000	85,000	13,072	71,928	15%
<i>Other</i>	100	100	-	\$ 100	0%
<i>Total Services / Supplies</i>	\$ 579,485	\$ 579,485	\$ 75,817	\$ 503,668	13%
Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	\$ -	\$ -	\$ -	\$ -	0%
Total Maintenance	\$ 925,288	\$ 925,288	\$ 124,376	\$ 800,912	13%

Parks Division FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,168,532	\$ 1,168,532	\$ 164,811	\$ 1,003,721	14%
Services / Supplies	603,255	603,255	60,642	542,613	10%
Capital	240,000	240,000	38,241	201,759	16%
	\$ 2,011,787	\$ 2,011,787	\$ 263,695	\$ 1,748,092	13%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 777,453	\$ 777,453	\$ 96,970	\$ 680,484	12%
<i>Employee Benefits</i>	391,078	391,078	67,842	323,237	17%
Total Personnel	\$ 1,168,532	\$ 1,168,532	\$ 164,811	\$ 1,003,721	14%

Services / Supplies					
<i>Professional Services (ROW Contract Mowing - \$108,000)</i>	\$ 133,312	\$ 133,312	\$ 5,118	\$ 128,194	4%
<i>Employee Development</i>	25,045	25,045	2,171	22,874	9%
<i>Supplies / Equipment</i>	310,648	310,648	35,842	274,806	12%
<i>Utilities</i>	133,300	133,300	17,511	115,789	13%
<i>Other</i>	950	950	-	950	0%
Total Services / Supplies	\$ 603,255	\$ 603,255	\$ 60,642	\$ 542,613	10%

Capital					
<i>Equipment / Vehicles</i>	240,000	240,000	38,241	201,759	16%
Total Capital	240,000	240,000	38,241	201,759	16%

Total Parks	\$ 2,011,787	\$ 2,011,787	\$ 263,695	\$ 1,748,092	13%
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Recreation Division FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 212,138	\$ 212,138	\$ 26,179	\$ 185,960	12%
Services / Supplies	320,482	320,482	24,717	295,765	8%
Capital	-	-	-	-	0%
	\$ 532,620	\$ 532,620	\$ 50,895	\$ 481,725	10%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used

Personnel					
<i>Salaries / Wages</i>	\$ 169,788	\$ 169,788	\$ 18,894	\$ 150,894	11%
<i>Employee Benefits</i>	42,351	42,351	7,285	35,066	17%
Total Personnel	\$ 212,138	\$ 212,138	\$ 26,179	\$ 185,960	12%

Services / Supplies					
<i>Professional Services</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Employee Development</i>	10,555	10,555	465	10,090	4%
<i>Supplies / Equipment</i>	1,506	1,506	46	1,460	3%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Recreation Programs)</i>	308,421	308,421	24,206	284,215	8%
Total Services / Supplies	\$ 320,482	\$ 320,482	\$ 24,717	\$ 295,765	8%

Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total Recreation	\$ 532,620	\$ 532,620	\$ 50,895	\$ 481,725	10%
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Equipment Replacement / Capital Schedule FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office Capital Outlay	-	-	-	-	0%
Finance Capital Outlay	-	-	-	-	0%
Human Resources Capital Outlay	-	-	-	-	0%
City Secretary Capital Outlay	-	-	-	-	0%
Information Services Capital Outlay	-	-	42,810	-	0%
Police Dept Capital Outlay	165,000	165,000	24,256	140,744	15%
Fire Dept Capital Outlay	1,104,000	1,104,000	995,316	108,684	90%
Community Services Capital Outlay	-	-	-	-	0%
Streets Dept Capital Outlay	75,000	75,000	-	75,000	0%
Maintenance Capital Outlay	-	-	-	-	0%
City Parks Capital Outlay	240,000	240,000	38,241	201,759	16%
City Recreation Capital Outlay	-	-	-	-	0%
Total Expenditures	\$ 1,584,000	\$ 1,584,000	\$ 1,100,623	\$ 483,377	69%

Utility Fund Revenues

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Fees	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Electronic Payment</i>	\$ (175,000)	\$ (175,000)	\$ (22,115)	\$ (152,885)	13%
<i>Charges / Penalties</i>	86,750	86,750	13,976	72,774	16%
Total Fees	\$ (88,250)	\$ (88,250)	\$ (8,139)	\$ (80,111)	9%

Licenses & Permits

<i>Construction Inspection</i>	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%
Total Licenses & Permits	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	0%

Charges for Services

<i>Water Sales</i>	\$ 5,618,870	\$ 5,618,870	\$ 442,098	\$ 5,176,772	8%
<i>Sewer Sales</i>	4,435,083	4,435,083	528,072	3,907,011	12%
<i>Inspection Fees</i>	3,000	3,000	560	2,440	19%
Total Charges for Service	\$ 10,056,953	\$ 10,056,953	\$ 970,730	\$ 9,086,223	10%

Interest

<i>Interest (Operations)</i>	\$ 35,000	\$ 35,000	\$ 11,331	\$ 23,669	32%
<i>Interest (Capital Projects)</i>	26,000	26,000	14,142	11,858	54%
Total Interest	\$ 61,000	\$ 61,000	\$ 25,473	\$ 35,527	42%

Impact Fees

<i>Impact Fees</i>	\$ 265,000	\$ 265,000	\$ 34,972	\$ 230,028	13%
Total Impact Fees	\$ 265,000	\$ 265,000	\$ 34,972	\$ 230,028	13%

Miscellaneous Income

<i>Miscellaneous Income</i>	\$ 5,000	\$ 5,000	\$ 62	\$ 4,938	1%
Total Miscellaneous Income	\$ 5,000	\$ 5,000	\$ 62	\$ 4,938	1%

Total Utility Fund Revenues	\$ 10,309,703	\$ 10,309,703	\$ 1,023,097	\$ 9,286,606	10%
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Utility Division FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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--- Summary - Operations ---

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,767,684	\$ 1,767,684	\$ 279,106	\$ 1,488,577	16%
Services / Supplies	6,222,872	6,222,872	1,139,860	5,083,011	18%
Capital	40,000	40,000	-	40,000	0%
Total Utility Division	\$ 8,030,555	\$ 8,030,555	\$ 1,418,967	\$ 6,611,589	18%

--- Detail - Operations ---

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
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Personnel

Salaries / Wages	\$ 1,181,869	\$ 1,181,869	\$ 175,156	\$ 1,006,713	15%
Employee Benefits	585,815	585,815	103,950	481,864	18%
Total Personnel	\$ 1,767,684	\$ 1,767,684	\$ 279,106	\$ 1,488,577	16%

Services / Supplies

Professional Services	\$ 342,644	\$ 342,644	\$ 70,627	\$ 272,017	21%
Employee Development	57,141	57,141	503	56,638	1%
Supplies / Equipment	86,959	86,959	8,973	77,986	10%
Utilities	404,380	404,380	55,284	349,096	14%
Other (Well Lot Maintenance)	975,416	975,416	259,376	716,040	27%
Sub-Total - Operations Services / Supplies	\$ 1,866,541	\$ 1,866,541	\$ 394,763	\$ 1,471,778	21%

Wholesale Water / Wastewater

Note: UTRWD billing reflects a one month delay

UTRWD - Administration Fees	\$ 5,105	\$ 5,105	\$ 5,103	\$ 2	100%
UTRWD - Water Volume Cost	915,070	915,070	113,724	801,346	12%
UTRWD - Water Demand Charges	1,318,950	1,318,950	219,825	1,099,125	17%
UTRWD - Sewer Effluent Volume Rate	526,776	526,776	141,564	385,212	27%
UTRWD - Capital Charge Joint Facilities	1,355,495	1,355,495	225,916	1,129,579	17%
UTRWD - HV Sewer Line to UTRWD	234,935	234,935	38,966	195,969	17%
UTRWD - Wtr Transmission - Opus Develop	-	-	-	-	0%
Sub-Total - Wholesale Water / Wastewater	\$ 4,356,331	\$ 4,356,331	\$ 745,097	\$ 3,611,234	17%

Total Services / Supplies	\$ 6,222,872	\$ 6,222,872	\$ 1,139,860	\$ 5,083,011	18%
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Capital

Equipment / Vehicles	40,000	40,000	-	40,000	0%
Total Capital	\$ 40,000	\$ 40,000	\$ -	\$ 40,000	0%

Total Utility Division - Operations	\$ 8,030,555	\$ 8,030,555	\$ 1,418,967	\$ 6,611,589	18%
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Utility Fund Working Capital FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Water Sales</i>	\$ 5,618,870	\$ 5,618,870	\$ 442,098	\$ 5,176,772	8%
<i>Sewer Sales</i>	4,435,083	4,435,083	528,072	3,907,011	12%
<i>Other Fees / Charges</i>	104,750	104,750	14,598	90,152	14%
<i>Electronic Payment Credit</i>	(175,000)	(175,000)	(22,115)	(152,885)	13%
<i>Interest</i>	35,000	35,000	11,331	23,669	32%
Total Revenues	\$ 10,018,703	\$ 10,018,703	\$ 973,983	\$ 9,044,720	10%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Administration</i>	\$363,072	\$363,072	\$ 83,111	\$ 279,961	23%
<i>Operations</i>	3,271,152	3,271,152	590,758	2,680,394	18%
<i>UTRWD</i>	4,356,331	4,356,331	745,097	3,611,234	17%
<i>Debt Service</i>	1,216,814	1,216,814	-	1,216,814	0%
<i>Capital Projects</i>	-	-	-	-	0%
<i>Equipment Replace / Capital</i>	40,000	40,000	-	40,000	0%
Total Expenditures	\$ 9,247,369	\$ 9,247,369	\$ 1,418,967	\$ 7,828,403	15%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Transfers In (Applied Impact Fees)</i>	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	100%
<i>Operating Transfers Out / Utility Capital Projects</i>	(300,000)	(300,000)	-	(300,000)	0%
<i>Operating Transfers Out / General Fund</i>	(470,000)	(470,000)	-	(470,000)	0%
Total Other Sources (Uses)	\$ (620,000)	\$ (620,000)	\$ 150,000	\$ (770,000)	-24%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Net Increase/Decrease</i>	151,334	151,334	(294,983)
Beginning Working Capital			
<i>Operations</i>	2,404,004	2,404,004	2,404,004
<i>Available Impact Fees</i>	906,474	906,474	906,474
Total Available Working Capital	\$ 3,310,478	\$ 3,310,478	\$ 3,310,478
Ending Working Capital			
<i>Operations</i>	2,555,338	2,555,338	2,109,021
<i>Designated Capital Project</i>	-	-	-
<i>Available Impact Fees</i>	1,021,474	1,021,474	791,446
Total Available Working Capital	\$ 3,576,812	\$ 3,576,812	\$ 2,900,467

<i>Impact Fees</i>			
<i>Beginning Balance</i>	906,474	906,474	906,474
<i>+ Collections</i>	265,000	265,000	34,972
<i>- Applied to offset Debt Service</i>	(150,000)	(150,000)	(150,000)
Ending Balance	1,021,474	1,021,474	791,446

*The working Capital Analysis is prepared to provide a picture of the "cash position" of this enterprise fund. Income restricted for specific use and non-operating expenses are excluded. Impact fees are excluded from revenues, however included for working capital balances - as they are available to address contingency expenditures.

Corps Leased Parks Fund FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Park Entry Fees</i>	\$ 433,725	\$ 433,725	\$ 15,003	\$ 418,722	3%
<i>Annual Park Passes</i>	37,000	37,000	65	36,935	0%
<i>Concession Sales</i>	-	-	-	-	0%
<i>Interest</i>	300	300	4	296	1%
Total Revenues	\$ 471,025	\$ 471,025	\$ 15,072	\$ 455,953	3%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 179,892	\$ 179,892	\$ 27,526	\$ 152,365	15%
<i>Services / Supplies</i>	209,235	209,235	28,968	180,266	14%
<i>Capital</i>	-	-	-	-	0%
Total Expenditures	\$ 389,126	\$ 389,126	\$ 56,494	\$ 332,632	15%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In / General Fund</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 149,028	\$ 149,028	\$ 149,028
<i>+ Net Increase (Decrease)</i>	81,899	81,899	(41,422)
Ending Fund Balance	\$ 230,927	\$ 230,927	\$ 107,606

Debt Service Fund

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Property Tax Revenues</i>	\$1,884,171	\$ 1,884,171	\$ 103,476	\$ 1,780,695	5%
<i>Interest Income</i>	1,400	1,400	622	778	44%
Total Revenues	\$ 1,885,571	\$ 1,885,571	\$ 104,098	\$ 1,781,473	6%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Principal Payments</i>	\$ 1,930,000	\$ 1,930,000	\$ -	\$ 1,930,000	0%
<i>Interest Payments</i>	800,999	800,999	-	800,999	0%
<i>Paying Agent Fees</i>	3,000	3,000	-	3,000	0%
Total Expenditures	\$ 2,733,999	\$ 2,733,999	\$ -	\$ 2,733,999	0%

Other Sources (Uses)	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Transfers In (Out) [To 4B]</i>	856,827	856,827	-	\$ 856,827	0%
<i>Proceeds from Refunding Debt</i>	-	-	-	-	0%
<i>Debt Issuance Cost</i>	-	-	-	-	0%
<i>Payment to Escrow Agent</i>	-	-	-	-	0%
Total Financing Sources	\$ 856,827	\$ 856,827	\$ -	\$ 856,827	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 151,980	\$ 151,980	\$ 151,980
<i>+ Net Increase (Decrease)</i>	8,399	8,399	104,098
Ending Fund Balance	\$ 160,379	\$ 160,379	\$ 256,078

Capital Projects Fund

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Grants	\$ -	\$ -	\$ -	\$ -	0%
Contributions	-	-	-	-	0%
Interest Income	50,000	50,000	15,395	34,605	31%
Total Revenues	\$ 50,000	\$ 50,000	\$ 15,395	\$ 34,605	100%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
2018 Proposed Bond (Parks/Streets/Drainage)	5,375,281	5,375,281	266,381	5,108,900	5%
2018 Bond Issue (Streets)		2,500,000	11,140	2,488,860	0%
2018 Bond Issue (Parks)		2,875,281	255,241	2,620,040	9%
Total Expenditures	\$ 5,375,281	\$ 5,375,281	\$ 266,381	\$ 5,108,900	5%

Other Financing Sources (Uses)	Original Budget	Revised Budget	Year to Date	Variance	% Received
Bond Issue Proceeds	\$ -	\$ -	\$ -	\$ -	0%
Bond Discount / Premium	-	-	-	-	0%
Debt Issuance	-	-	-	-	0%
Transfers In	-	-	-	-	0%
Transfer Out	-	-	-	-	0%
Total Financing Sources	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 6,119,643	\$ 6,119,643	\$ 6,119,643
<i>+Net Increase (Decrease)</i>	(5,325,281)	(5,325,281)	(250,986)
Ending Fund Balance	\$ 794,362	\$ 794,362	\$ 5,868,657

Drainage Utilities

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Drainage Conversion Fee</i>	\$ -	\$ -	\$ 1,379	\$ (1,379)	0%
<i>Drainage Fee Receipts</i>	490,000	490,000	61,524	428,476	13%
<i>Miscellaneous</i>	-	-	-	-	0%
<i>Interest</i>	4,000	4,000	1,017	2,983	25%
Total Revenues	\$ 494,000	\$ 494,000	\$ 63,920	\$ 430,080	13%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 381,972	\$ 381,972	\$ 55,591	\$ 326,381	15%
<i>Services / Supplies</i>	150,665	150,665	26,417	124,248	18%
<i>Capital</i>	50,000	50,000	-	50,000	0%
Total Expenditures	\$ 582,637	\$ 582,637	\$ 82,008	\$ 500,629	14%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Transfers In - City Impervious / General Fund</i>	\$ 66,000	\$ 66,000	\$ -	\$ 66,000	0%
<i>Operating TransfersOut / General Fund</i>	(16,000)	(16,000)	-	(16,000)	0%
Total Other Sources (Uses)	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 288,759	\$ 288,759	\$ 288,759
<i>+ Net Increase (Decrease)</i>	(38,637)	(38,637)	(18,089)
Ending Fund Balance	\$ 250,122	\$ 250,122	\$ 270,670

Park Development Fee Fund FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Interest</i>	\$ 400	\$ 400	\$ 252	\$ 148	63%
<i>Community Park Fees</i>	-	-	-	-	0%
<i>Linear Park Fees</i>	-	-	-	-	0%
<i>Neighborhood Park Fees</i>	-	-	-	-	0%
<i>Service Area II</i>	-	-	-	-	0%
<i>Service Area IV</i>	-	-	-	-	0%
Total Revenues	\$ 400	\$ 400	\$ 252	\$ 148	0%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Unity Park</i>	\$ 24,000	\$ 24,000	\$ -	\$ 24,000	0%
<i>Capital Outlay (Unity Park)</i>	-	-	-	-	0%
<i>Capital Outlay (Village Park)</i>	-	-	-	-	0%
<i>Capital Outlay - (St James development, Area I)</i>	-	-	-	-	0%
Total Expenditures	\$ 24,000	\$ 24,000	\$ -	\$ 24,000	0%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Operating Transfers Out (Funding for projects at Unity Park with FY2012 bond)</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 69,586	\$ 69,586	\$ 69,586
<i>+ Net Increase (Decrease)</i>	(23,600)	(23,600)	252
Ending Fund Balance	\$ 45,986	\$ 45,986	\$ 69,838

Ending Fund Balance Detail	Original Budget	Year to Date
<i>Community Park Fees</i>	\$ 45,986	69,838
<i>Linear Park Fees</i>	-	-
<i>Neighborhood Park Fees (Area I)</i>	-	-
<i>Neighborhood Park Fees (Area II)</i>	-	-
<i>Neighborhood Park Fees (Area IV)</i>	-	-
Total	\$ 45,986	\$ 69,838

Public Safety Special Revenue Fund

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

Percent of Budget Year Transpired	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 25,600	\$ 25,600	\$ 58,473	\$ (32,873)	228%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ -	\$ -	\$ -	\$ -	0%
Services / Supplies	3,600	3,600	11,113	(7,513)	309%
Capital	-	-	-	-	0%
Total Expenditures	\$ 3,600	\$ 3,600	\$ 11,113	\$ (7,513)	0%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
Operating Transfers In	\$ -	\$ -	\$ -	\$ -	0%
Operating Transfers Out	(22,000)	(22,000)	-	(22,000)	0%
Total Other Sources (Uses)	\$ (22,000)	\$ (22,000)	\$ -	\$ (22,000)	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 36,980	\$ 36,980	\$ 36,980
+ Net Increase (Decrease)	-	-	47,360
Ending Fund Balance	\$ 36,980	\$ 36,980	\$ 84,340

Municipal Court Technology Fee Fund FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 3,500	\$ 3,500	\$ 483	3,017	14%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Services / Supplies</i>	\$ 5,700	\$ 5,700	\$ 5,204	\$ 496	91%
<i>Total Expenditures</i>	\$ 5,700	\$ 5,700	\$ 5,204	\$ 496	91%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Operating Transfers Out</i>	-	-	-	-	0%
<i>Total Other Sources (Uses)</i>	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 31,939	\$ 31,939	\$ 31,939
<i>+ Net Increase (Decrease)</i>	(2,200)	(2,200)	(4,721)
<i>Ending Fund Balance</i>	\$ 29,739	\$ 29,739	\$ 27,218

Municipal Court Building Security Fund FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues (Court Fines)	\$ 2,700	\$ 2,700	\$ 362	\$ 2,338	13%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel (Bailiff)	\$ -	\$ -	\$ -	\$ -	0%
Services / Supplies	-	-	-	-	0%
Total Expenditures	\$ -	\$ -	\$ -	\$ -	0%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 32,719	\$ 32,719	\$ 32,719
+ Net Increase (Decrease)	2,700	2,700	362
Ending Fund Balance	\$ 35,419	\$ 35,419	\$ 33,081

Highland Village Community Development Corporation
Working Capital Analysis (FY 2019)

	<i>Actual 2016-2017</i>	<i>Projected 2017-2018</i>	<i>Budget 2018-2019</i>	<i>YTD 2018-2019</i>
Beginning Fund Balance	\$ 373,513	\$ 106,954	\$ 95,532	\$ 95,532
Revenues				
4B Sales Tax	1,242,599	1,262,392	1,334,766	-
Park Fees (Rental)	24,384	74,400	79,500	1,389
Linear Park Fees	575	-	574	-
Miscellaneous Income	590	600	600	-
Interest Income	508	500	800	78
Total	\$ 1,268,656	\$ 1,337,892	\$ 1,416,240	\$ 1,467
Expenditures				
Personnel	205,020	266,907	283,470	46,332
Services / Supplies	145,584	213,722	200,630	14,297
Reimburse GF (Support Functions)	28,000	28,000	28,000	-
Reimburse GF (Debt Service)	870,124	800,685	856,827	-
Total Non-Capital Expenditures	\$ 1,248,728	\$ 1,309,314	\$ 1,368,927	\$ 60,629
Capital				
Engineering	-	-	-	-
Projects Funded Directly	-	-	-	-
Transfer to 4B Capital Projects	\$ 281,152	\$ -	\$ -	\$ -
Equipment	5,335	40,000	-	-
Net Increase / (Decrease)	(266,559)	(11,422)	47,313	(59,162)
Working Capital Balance	\$ 106,954	\$ 95,532	\$ 142,845	\$ 36,370

Highland Village Community Development Corporation Capital Projects

	<i>Actual 2016-2017</i>	<i>Actual 2017-2018</i>	<i>Budget 2018-2019</i>	<i>YTD 2018-2019</i>
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Funding				
Debt Issuance	-	-	-	-
Bond Discount	-	-	-	-
Debt Issuance Cost	-	-	-	-
Funding from Operations	281,152	-	-	-
Capital Projects (HV RR Crossing)	-	-	-	-
Denton County	-	-	-	-
I-35 Mitigation	-	-	-	-
Interest Earnings	-	-	-	-
Total Available Project Funding	\$ 281,152	\$ -	\$ -	\$ -
Expenditures				
Castlewood Trail				
Engineering - \$131,200	-	-	-	-
Project Cost - \$1.312M (Estimated)	-	-	-	-
Copperas Trail				
Engineering - \$112,380	-	-	-	-
Project Cost - \$1.5M (Estimated)	-	-	-	-
HV Rd Trail (Phase IIa - CH to Svc Cntr)				
Engineering - \$25,000	-	-	-	-
Project Cost - \$250,982 (Estimated)	-	-	-	-
HV Rd Trail (Phase IIb - Lions Club Park to Doubletree Ranch Park)				
Engineering (Mostly included in Copperas Trail Eng.) - \$25,714 (Remain)	-	-	-	-
Project Cost - \$250,000 (Estimated)	-	-	-	-
FM 2499 Sidewalk				
Engineering - \$12,500	-	-	-	-
Project Cost - \$117,678 (Estimated)	-	-	-	-
Pedestrian Crosswalk Enhancement				
Engineering	-	-	-	-
Project Cost - \$26,000/Crossing	-	-	-	-
Marauder Park Lake Access				
Engineering - \$31,000 (Estimated)	-	-	-	-
Project Cost - \$58,178 (Estimated)	-	-	-	-
HV Rd RR Crossing				
Engineering - \$7,200 (Estimated)	-	-	-	-
Project Cost - \$48,000 (Estimated)	-	-	-	-
Lakeside Community Park (707 HV Rd Trailhead)				
Engineering - \$40,000	-	-	-	-
Project Cost - \$420,000	-	-	-	-
Misc. Small, Fill-In/Connector Sections				
Project Cost - \$20,000 (Per Year)	-	-	-	-
Doubletree Ranch Park				
Engineering - \$779,300	-	-	-	-
Project Cost - \$8,500,000 (Estimated)	659,483	-	-	-
Total Capital Projects	\$ 659,483	\$ -	\$ -	\$ -
Remaining Project Funding	\$ -	\$ -	\$ -	\$ -

PEG Fee Fund

FY 2018/2019 Budget

YEAR TO DATE NOVEMBER

<i>Percent of Budget Year Transpired</i>	16.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>PEG Fee Receipts</i>	\$ 55,000	\$ 55,000	\$ -	\$ 55,000	0%
Total Revenues	\$ 55,000	\$ 55,000	\$ -	\$ 55,000	0%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Services / Supplies</i>	19,400	19,400	505	18,895	3%
<i>Capital</i>	-	-	-	-	0%
Total Expenditures	\$ 19,400	\$ 19,400	\$ 505	\$ 18,895	3%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Operating Transfers In</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Operating TransfersOut</i>	-	-	-	-	0%
Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 111,866	\$ 111,866	\$ 111,866
<i>+Net Increase (Decrease)</i>	35,600	35,600	(505)
Ending Fund Balance	\$ 147,466	\$ 147,466	\$ 111,361

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 19

MEETING DATE: 01/22/19

SUBJECT: Approve Resolution No. 2019-2797 authorizing an Automatic Aid Agreement with the Town of Flower Mound for Fire for Emergency Medical Services

**PREPARED BY: Michael Leavitt, City Manager
Travis Nokes, Interim Fire Chief**

BACKGROUND:

The Highland Village Fire Department (HVFD) provides the first response to all Fire and EMS calls under its current protocol for providing Fire and EMS services to Highland Village residents. If HVFD cannot respond, HVFD relies on the Town of Flower Mound and other area agencies for mutual aid in accordance with standard public safety practices and various mutual aid agreements.

The Town of Flower Mound Fire Chief and Interim Chief Nokes have discussed expanding service through an agreement between the two cities for Automatic Aid Paramedic Engine response only. The intent of the automatic aid agreement is, in part, to improve Paramedic Engine response times to residential areas within the Town of Flower Mound located in Box 380 and Box 381 (shown on the exhibit attached in the agreement) by having HVFD EMS units, which are in closer proximity to those areas, to automatically respond to those areas when a call for emergency medical service comes in. In performing this agreement, HVFD intends to respond with Paramedic Engine, with HVFD Medic responding only as part of a standard mutual aid request. In exchange, the Flower Mound Fire Department will, in turn, automatically respond to non-residential fire calls with additional equipment that will supplement the response by HVFD crews.

From October 1, 2017 to September 30, 2018, the City and its residents benefited from a total of 213 mutual aid responses from area agencies, of which the Town of Flower Mound provided 74 actual service responses in the form of Fire or EMS Mutual Aid. Total number of calls for Box 380 and 381 for the Flower Mound Fire Department in 2016 was 116, in 2017 was 160, and from Jan. 1 to Sept. 1, 2018 was 94, which averages out to 11 calls per month over a three-year period.

The proposed agreement does not alter the existing standard mutual aid agreement between the cities.

IDENTIFIED NEED/S:

To work cooperatively with the Town of Flower Mound to provide greater EMS response to residential areas which are closer to HVFD resources in exchange for obtaining automatic assistance from Flower Mound with non-residential fire calls.

PROGRESS TO DATE: (if appropriate)

The staff agreement has been negotiated at a staff level and reviewed by the parties' respective city attorneys. The Highland Village City Council previously amended its charges for EMS services to align with those charged by the Town of Flower Mound in anticipation of this agreement being approved and signed.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No budgetary impact anticipated based on anticipated response levels.

RECOMMENDATION:

Staff recommends approval of Resolution No. 2019-2797.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2797

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRE AND EMERGENCY SERVICES AUTOMATIC AID AGREEMENT WITH THE TOWN OF FLOWER MOUND FOR AUTOMATIC AID PARAMEDIC ENGINE RESPONSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Flower Mound and City of Highland Village wish to enter into a Fire and Emergency Services Automatic Aid Agreement to provide automatic aid paramedic engine response in designated residential and commercial areas; and

WHEREAS, the provision of such services provides a benefit to the residents and businesses of Highland Village; and

WHEREAS, the City Council of the City of Highland Village finds it in the public interest to enter into the above described agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the Fire and Emergency Services Automatic Aid Agreement with the Town of Flower Mound for automatic aid paramedic engine response.

SECTION 2. This resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the 22nd day of January, 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:1/18/19:105479)

Article I
Definitions

In addition to the definitions stated in the preamble hereof, the following words and phrases as hereafter used in this Agreement shall have the following meanings unless the context clearly indicates otherwise:

ALS means advanced life support emergency medical services as defined in Texas Health & Safety Code §773.043, as amended.

Emergency Condition means any condition requiring rescue, fire protection Or Emergency Medical Services, inclusively.

Emergency Medical Services means a type of emergency service dedicated to providing out-of-hospital acute medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries which prevent the patient from transporting themselves.

First Due Response means the utilization of the closest emergency vehicle to the specific locations designated in “Exhibit A” to begin administration of care.

Receiving City means the City within whose corporate limits the location of the site where the Emergency Condition is occurring.

Responding City means the City responding to a call relating to an Emergency Condition pursuant to this Agreement the site of which is within the incorporated limits of another City.

Article II
Effective Date and Term

This Agreement shall become effective on the date it is signed by authorized representatives of both of the Cities (“the Effective Date”) and end September 30, 2019 (said period being the “Initial Term”). This Agreement shall be automatically renewed for successive one year terms unless either City elects to terminate the Agreement as provided in Section 7.03.

Article III
Providing of Services by Highland Village

Section 3.01 Services.

Highland Village will provide Automatic Aid Coverage to Flower Mound in the designated areas marked in Box 380 and 381 on Exhibit A. Highland Village will allow direct requests of Fire and EMS Paramedic Engine Services to service Flower Mound in the designated areas marked in Box 380 and 381 in Exhibit A.

Section 3.02 Services Standards.

Emergency Medical Services will be provided by Highland Village in accordance with standard operating procedures of the Highland Village Fire Department, in conformance with Highland Village's rules, regulations and ordinances relating to provision of such services. Highland Village agrees that the Emergency Medical Services provided will meet or exceed all applicable standards related to equipment and service as required by law for ALS operations.

Article IV **Providing of Services by Flower Mound**

Flower Mound will provide a paramedic engine to all non-residential Fire Alarms within the corporate limits of Highland Village.

Article V **Provisions of Dispatched Equipment and Personnel**

Section 5.01 Equipment and Personnel Ownership. All equipment used by each City's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by the Responding City; and all personnel acting for each City's fire department under this Agreement will, during the time response services are required, be paid employees of the City where they are regularly employed.

Section 5.02 Dispatch Protocols. Except as otherwise specified in this Agreement, details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Cities' Fire Chiefs. Such details will be stipulated in one or more policy which may be revised or amended at any time by written agreement of the Cities' Fire Chiefs.

Section 5.03 Limiting Conditions. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- (a). The predetermined amount of aid, type of equipment and number of personnel shall be sent by the Responding City unless such amount of assistance is unavailable due to emergency conditions confronting the Receiving City's or Responding City's forces at the time of need for assistance under this Agreement.
- (b). In fulfilling their obligations provided for in this Agreement, the Cities agree to comply with the procedures set forth in this Agreement, a copy of which shall be placed on file in the office of the City Secretary of each City in reference to this Agreement and made part hereof for all purposes upon its completion and execution by the Chiefs.

Article VI
Cost Responsibility; Liability

Section 6.01 Cities' Expenses. Each City shall be solely responsible for the payment of its costs associated with providing Fire and EMS Services to the other City pursuant to this Agreement.

Section 6.02 Patient Billing. The Responding City agrees to bill residents of the Receiving City who receive Emergency Medical Services from the Responding City in the same manner as Receiving City would bill the person if the Receiving City had provided the Emergency Medical Services. The Cities acknowledge that, as of the Effective Date, they have enacted the same billing rates for Emergency Medical Services for their respective residents and have a policy of "Zero Balance Billing", in which any remaining balance after billing for Emergency Medical Services provided to the City's resident will be written off and not collected after receipt of payment for all insurance and other third-party benefits. A City shall provide the other City notice of its intent to modify its Emergency Medical Service billing rates and/or its Zero Balance Billing Policy not later than thirty (30) days prior to the effective date of such modifications.

Section 6.03 Liability. Each City waives all claims against the other City for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a-1). EACH CITY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS OWN ACTIONS OR OMISSIONS, AND THOSE OF ITS OWN EMPLOYEES, REGARDLESS OF WHICH CITY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE CITIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE CITIES.

Article VII
General Provisions

Section 7.01 Insurance. Each City will carry insurance for such purpose and in such amounts as are determined by the City to be necessary or advisable.

Section 7.02 Regulatory Bodies. The Cities shall comply with all Federal and State statutes, as well as all local ordinances and regulations applicable to the performance of the services under this Agreement.

Section 7.03 Termination. Either City may terminate this Agreement with or without cause by giving ninety (90) days written notice of termination to the other City. In addition, this Agreement shall terminate if the governing body of either City shall fail to appropriate sufficient

funds to satisfy any obligation of that City hereunder. Termination shall be effective as of the last day of the fiscal period for which sufficient funds were appropriated or upon expenditure of all appropriated funds, whichever comes first. Termination pursuant to this non-appropriation clause shall be without further penalty or expense to either City.

Section 7.04 Independent Contractor. Each City shall operate under this Agreement as an independent contractor, and not as an agent, representative, servant, or employee of the other City. Subject to the terms of this Agreement, each City shall have the right to control the details of its performance hereunder.

Section 7.05 Non-Waiver of Immunities and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, neither City waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to the City against third-party claims arising in the exercise of governmental powers and functions.

Section 7.06 Notices. Any notice required or permitted to be delivered hereunder shall be in writing be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, by hand-delivery or facsimile transmission and addressed to the respective City at the following addresses or at such other addresses as may from time to time be designated in writing by a City::

If to Flower Mound:

Town of Flower Mound
Attn: Jimmy Stathatos, Town Manager
2121 Cross Timbers Road
Flower Mound, Texas 75028

With Copy to:

Town of Flower Mound
Attn: Fire Chief
3911 S. Broadway Avenue
Flower Mound, Texas 75028

If to City of Highland Village:

City of Highland Village
Attn: Michael Leavitt, City Manager
1000 Highland Village Road
Highland Village, Texas 75077

With Copy to:

City of Highland Village
Attn: Fire Chief
1000 Highland Village Road
Highland Village, Texas 75077

Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Section 7.07 No Assignment. This Agreement is not assignable by either City. Any attempt to assign this Agreement is void.

Section 7.08 Amendment. This Agreement may be amended at any time only by written agreement of the Cities. Notwithstanding the foregoing to the contrary, any MOU approved in

accordance with Section 5.02. above, shall be deemed to be part of this Agreement without formal approval by the Cities' respective governing bodies.

Section 7.09 Severability. The provisions of this Agreement are severable. Should any portion of it be adjudged invalid by a court of competent jurisdiction, the remainder of its provisions are to be given full force and effect as if the offending portion did not exist.

Section 7.10 No Third-Party Beneficiaries. The provisions and conditions of this Agreement are solely for the benefit of the Parties and any authorized successor or assign and are not intended to create any rights, contractual or otherwise, to any other person or entity.

Section 7.11 Force Majeure. If the performance by a City of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lock-outs, national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the City obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the City so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such City was delayed.

Section 7.12 Entire Agreement. This writing embodies the entire agreement and understanding between the Cities regarding the subject matter of this Agreement, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Section 7.13 Waiver. No waiver of performance by either City shall be construed as or operate as a waiver of any subsequent default or breach of any term, covenant, or condition of this Agreement. The payment or acceptance of fees for any period after a default or breach shall not be deemed a waiver of any right or acceptance of defective performance.

Section 7.14 Governing Law and Venue. This Agreement is governed by and shall be construed in accordance with the laws of the State of Texas. This Agreement is performable in Denton County, Texas. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas, the personal jurisdiction to which the Cities agree to submit.

Section 7.15 Construction. The Cities acknowledge that each City and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting City must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 7.16 Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 7.17 Authority. Each City represents and warrants that the undersigned officer or agent of the City has been properly authorized by that City's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect.

Section 7.18 Current Funds. Each City paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments from current revenues available to the paying City.

Signatures on Following Page

SIGNED AND AGREED this 22nd day of January, 2019.

CITY OF HIGHLAND VILLAGE

By: _____
Michael Leavitt, City Manager

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this ____ day of _____, 2019.

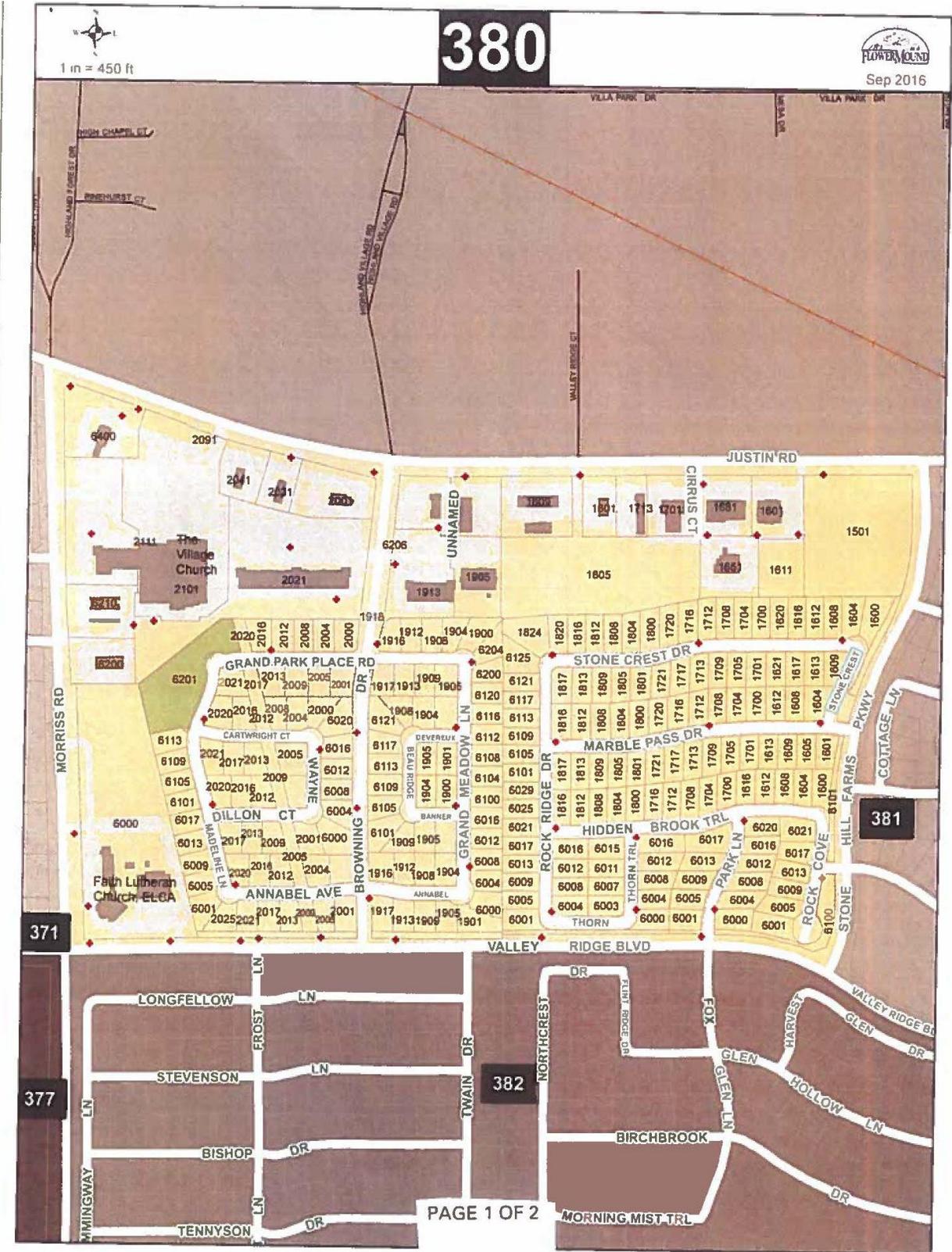
TOWN OF FLOWER MOUND

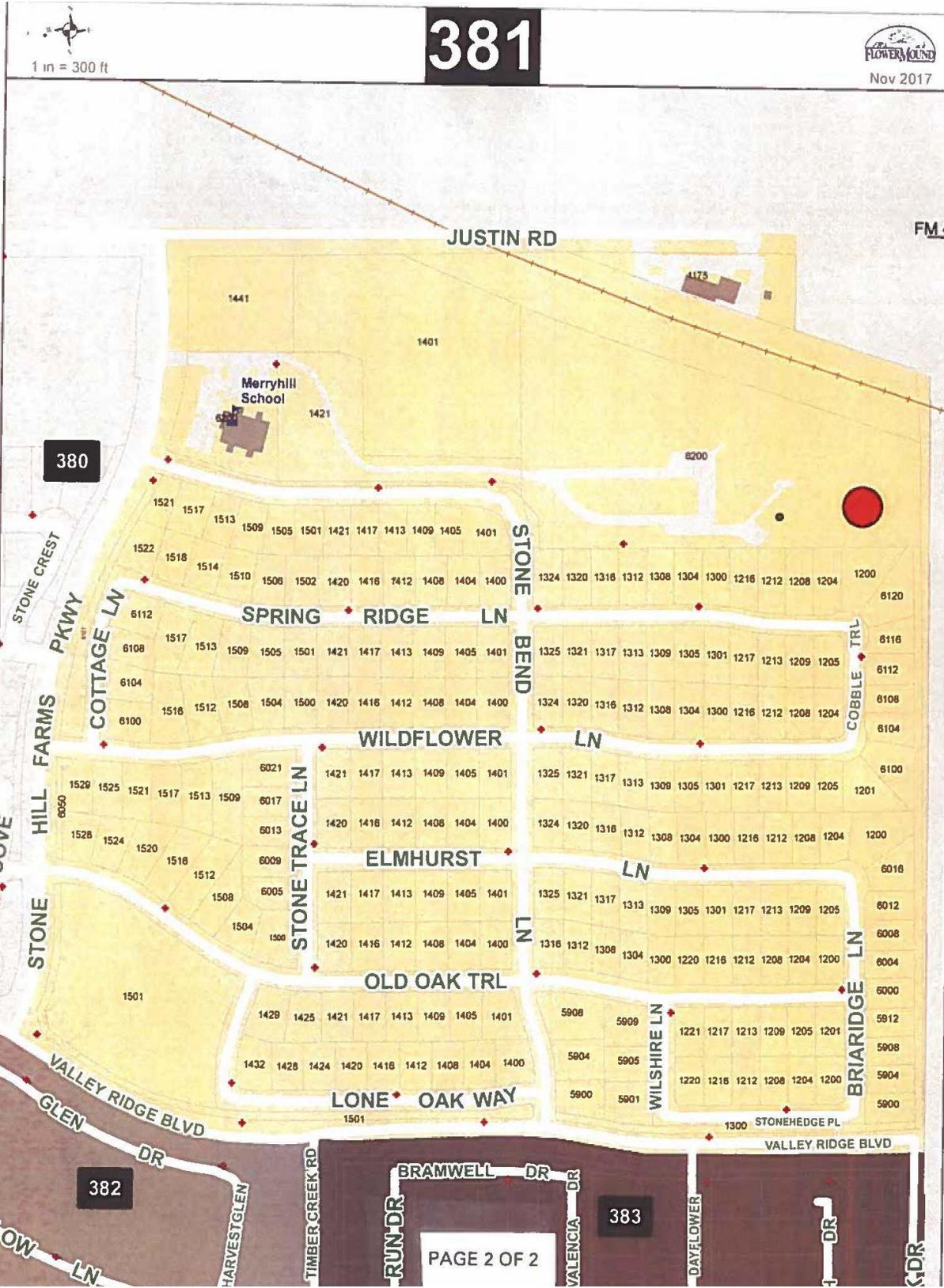
By: _____
Steve Dixon, Mayor

ATTEST:

Theresa Scott, Town Secretary

EXHIBIT A MAP OF HIGHLAND VILLAGE SERVICE AREA





CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 21

MEETING DATE: 01/22/19

**SUBJECT: Status Reports on Current Projects and Discussion on Future
Agenda Items**

PREPARED BY: Karen Bradley, Administrative Assistant to City Secretary

COMMENTS

This item is on the agenda to allow a Councilmember to inquire about a subject of which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.



UPCOMING EVENTS

<u>January 22, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>
February 7, 2019	Zoning Board of Adjustment Mtg. 7:00 pm (if needed)
<u>February 12, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>
February 18, 2019	Park Board Mtg. 6:00 pm (if needed)
February 19, 2019	Planning & Zoning Commission Mtg. 7:00 pm (if needed)
<u>February 26, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>
March 7, 2019	Zoning Board of Adjustment Mtg. 7:00 pm (if needed)
<u>March 12, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>
March 18, 2019	Park Board Mtg. 6:00 pm (if needed)
March 19, 2019	Planning & Zoning Commission Mtg. 7:00 pm (if needed)
<u>March 26, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>
April 4, 2019	Zoning Board of Adjustment Mtg. 7:00 pm (if needed)
April 15, 2019	Park Board Mtg. 6:00 pm (if needed)
April 16, 2019	Planning & Zoning Commission Mtg. 7:00 pm (if needed)
<u>April 23, 2019</u>	<u>Regular City Council Mtg. 7:30 pm</u>

Note - Please visit www.highlandvillage.org or the City Hall bulletin board for the latest meeting additions and updates.

By: Karen Bradley, Administrative Assistant - City Secretary Office