



A G E N D A

**REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
TUESDAY, FEBRUARY 26, 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 the 86th Texas Legislative Session**
2. **Clarification of Consent or Action Items listed on today's City Council Regular Meeting Agenda of February 26, 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**

3. **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)**
 - (b) **Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary**

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

4. **Call to Order**
5. **Prayer to be led by Deputy Mayor Pro Tem Barbara Fleming**
6. **Pledge of Allegiance to the U.S. and Texas flags to be led by Deputy Mayor Pro Tem Barbara Fleming: *“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”***
7. **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.)

8. City Manager/Staff Reports

- **Presentation of the State of the City Address**

9. 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

- **Presentation of a Proclamation celebrating the 30th Anniversary of the Denton County Master Gardener Association**

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.

- 10. Consider Approval of Minutes of the Regular City Council Meeting held on February 12, 2019**
- 11. Consider Resolution 2019-2802 canceling the May 4, 2019 General Election for City Officers and Declaring Unopposed Candidates Elected to Office**
- 12. Consider Resolution 2019-2803 authorizing the City Manager to Negotiate and Execute a Contract with North Rock Construction, LLC for Construction Services relating to the Unity Park Softball Field Expansion Project**
- 13. Consider Resolution 2019-2804 authorizing the City Manager to Negotiate and Execute a Contract with North Rock Construction, LLC for Phase I Sunset Point Park Development Project**
- 14. Consider Resolution 2019-2806 re-appointing an Alternate Judge to the City of Highland Village Municipal Court and Authorizing Negotiation and Execution of an Agreement for Such Services**

ACTION AGENDA

- 15. 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)**
 - (b) Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary****
- 16. Consider Resolution 2019-2801 approving the Appointment by the City Manager of Michael Thomson as Fire Chief for the City of Highland Village**

17. Consider Resolution 2019-2805 authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with la terra studio for Landscape Architectural Services relating to the Unity Park Entry and Kids Kastle Entry Area

LATE WORK SESSION

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

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.)
19. 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 22ND DAY OF FEBRUARY, 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: 02/26/19

SUBJECT: Receive an Update on the 86th Texas Legislative Session

PREPARED BY: Michael Leavitt, City Manager

COMMENTS

City Council and staff attended Denton County Days held in Austin from February 18-20, 2019 during the 86th Texas Legislative Session. City staff will provide an update on the session.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 9

MEETING DATE: 02/26/19

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.

- Presentation of a Proclamation celebrating the 30th Anniversary of the Denton County Master Gardener Association

Proclamation

The City of Highland Village

Whereas, the Denton County Master Gardener Association is celebrating 30 years of service to the people of Denton County; and

Whereas, the members of the Denton County Master Gardener Association work diligently to educate and engage county residents in the implementation of research based horticultural and environmental practices that create sustainable gardens, landscapes and communities; and

Whereas, these members initially received over 80 hours of advanced horticultural training, as well as an additional 12 hours every year thereafter to remain current in horticultural research and practices in order to assure the citizens of Denton County receive the most up-to-date information and guidance; and

Whereas, the Association provides numerous programs to the residents of Highland Village through presentations at the Civic Center, design and maintenance of the garden beds around the pavilion at Doubletree Park, and the design and maintenance of the “Texas, Our Heritage” garden at Heritage Elementary School; and

Whereas, the Denton County Master Gardener Association has had a lasting impact on Denton County through improved horticultural practices.

NOW THEREFORE, on behalf of the City Council and City Staff, I, Charlotte J. Wilcox, Mayor of the City of Highland Village, do hereby recognize the

“Denton County Master Gardener Association”

on their many fine programs and services to Highland Village and all of Denton County, and congratulate them as they celebrate their 30th Anniversary.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 26th day of February 2019.


Charlotte J. Wilcox, Mayor

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 10

MEETING DATE: 02/26/19

SUBJECT: Consider Approval of Minutes of the Regular City Council Meeting held on February 12, 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 February 12, 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, FEBRUARY 12, 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
	Mark Stewart	Assistant Police Chief
	Sheri Morrison	Commander
	Wes Fiddes	Animal Control Officer
	Travis Nokes	Deputy Fire Chief
	Scott Kriston	Public Works Director
	Kim Huntley	Community Service Assistant
	Phil Lozano	Parks and Recreation Director
	Andra Foreman	Recreation Manager
	Laurie Mullens	Director of Marketing & Communications
	Andrew Boyd	Media Specialist
	Karen Bradley	Administrative Assistant

EARLY WORK SESSION

1. Receive a Quarterly Presentation from Community Waste Disposal on Solid Waste, Recycling and Household Hazardous Waste Collection Services in Highland Village

Public Works Director Scott Kriston reported Community Waste Disposal (CWD) started providing solid waste and recycling collections and hauling services for the City in September 2018. CWD President Greg Roemer and CWD Municipal Coordinator Jason Roemer provided an update on services in Highland Village. Mr. Roemer reported there are over 67,000 service opportunities each month in Highland Village and included the following in the update:

- Service inquiries have reduced drastically over the past quarter
- Process for use of Door Side Household Hazardous Waste and Electronic Waste Collection service, which is offered twice a month to residents
- Concerns relating lids and placement of carts – lids are left open after servicing to allow route supervisors to conduct a dashboard audit to confirm streets have received collection; carts are to be returned within 2 feet of set out location

2. Receive an Overview of Animal Care / Shelter

Police Chief Doug Reim and Animal Control Officer (ACO) Wes Fiddes provided an update and overview of the Animal Care unit and our current kennel shelter, located at Animal Medical Center of Highland Village (Center). Topics included:

- Current Shelter Information
- Budget Overview
- Adoption Process
- Animal Shelter Data – intakes, adoptions, RTO, transfers, euthanizations
- Animal-related Calls for Service
- Future Considerations

Chief Reim reported that ACO Fiddes is also trained in snake identification, fox population, rodents and animal related health hazards. City Manager Michael Leavitt reported in 2002 the City entered into a twenty year lease for an area within the Center, which has resulted in a very good working relationship for both entities in providing care for our animals. Councilmember Kixmiller asked how often the current shelter has been overcapacity. Mr. Fiddes reported only 2-3 occasions, but added staff also works with rescue groups to get the animals placed. Mayor Pro Tem Busche asked about funding a new facility. Mr. Leavitt reported the cost estimate is approximately \$400/square foot. With the current lease ending in May 2022, he asked if Council wished to re-enter a similar lease agreement with the Center. Consensus of the Council is to continue the relationship with the Center.

3. Receive an Update on the Copperas Branch Park Master Plan Community Engagement Process

Marketing and Communications Director Laurie Mullens provided results of a recent resident survey of how residents receive their community information, which indicated a large percentage of respondents would like to use online engagement tools for interaction and collaboration with the City on specific projects. Parks and Recreation Director Phil Lozano reported in moving forward with the master planning of Copperas Branch Park, the City has contracted with Bang the Table for a one-year subscription to provide online engagement services, which will be known as *Speak Up HV*.

Consensus of Council is to move forward with the master planning process by utilizing Bang The Table. An update for Council will be provided in the spring on Bang The Table and its use to receive online engagement from the community relative to the Copperas Branch Park Master Plan.

4. Clarification of Consent or Action Items listed on today's City Council Regular Meeting Agenda of February 12, 2019

Relating to Agenda Item #19, Mr. Leavitt reminded Council they will need to formally acknowledge receipt of the annual report.

CLOSED SESSION

5. 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 7:13 p.m.

OPEN SESSION

6. 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
	Karl Schlichter	Commander
	Scott Kriston	Public Works Director
	Phil Lozano	Parks and Recreation Director
	Laurie Mullens	Director of Marketing & Communications
	Andrew Boyd	Media Specialist

7. Prayer to be led by Councilmember Mike Lombardo

Councilmember Lombardo gave the invocation.

8. Pledge of Allegiance to the U.S. and Texas flags to be led by Councilmember Mike Lombardo.

Councilmember Lombardo led the pledges.

9. Visitor Comments

No one wished to speak.

10. City Manager/Staff Reports

• HVTV Update

The Shopping Saturday segment featuring Décor to Your Door in The Shops at Highland Village, information about pet registration, and community education classes offered by

the Parks and Recreation Department during spring break were featured in the HVTV Update.

11. **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**

Councilmember Jaworski reported on the following:

- ❖ Briarhill Middle School 8th grade boys division II basketball team won a district championship
- ❖ Marcus High School cheerleaders finished 2nd in nationals
- ❖ Several Marcus High School football players were named to the Texas Academic All-State Football Team
- ❖ Marcus Academic Decathlon Team are the regional champions

- **Highland Village Parks Foundation Donation**

Austin Adams, President of the Highland Village Parks Foundation (Foundation) reported the Foundation was formed nearly twenty years ago with the purpose of assisting the City to improve and support Highland Village parks system and recreational facilities through land acquisition and development of existing parks, and to improve opportunities for visual and performing arts within the City. Mr. Adams announced the Foundation's intent to donate \$125,000 to the City of Highland Village. The donation will partially fund the construction of an entrance feature which will provide a historical visual of Kids Kastle and the importance of Unity Park to the community, as well as an entrance feature to the pavilion and play area. City staff, the Highland Village Parks and Recreation Advisory Board, and the Foundation have agreed on a concept plan, which will cost approximately \$180,000 and will be built in conjunction with the rebuild of Kids Kastle.

City Manager Michael Leavitt reported the Foundation has officially taken action on the donation. City Council thanked Mr. Adams and the Foundation for their generous donation.

CONSENT AGENDA

12. **Consider Approval of Minutes of the Regular City Council Meeting held on January 22, 2019**
13. **Consider Resolution 2019-2798 cancelling the March 12, 2019 City Council Meeting**
14. **Consider Resolution 2019-2799 authorizing Agreements with Duro-Last, Inc. through the City's Cooperative Purchasing Agreement with the Interlocal Purchasing System (TIPS) for Replacement of the Municipal Complex Roof**
15. **Consider Resolution 2019-2800 amending the Design Manual for the Installation of Network Nodes and Node Support Poles**
16. **Receive Investment Report for the Quarter Ending December 31, 2018**
17. **Receive Budget Reports for Period Ending December 31, 2018**

Motion by Councilmember Fiester, seconded by Deputy Mayor Pro Tem Fleming, to approve Consent Agenda Items #12 through #17. Motion carried 7-0.

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)

NO ACTION TAKEN

Council did not meet in Closed Session.

- 19. Receive Highland Village Police Department's Annual Compliance Report under the Texas Code of Criminal Procedure (CCP) sections 2.131-2.134 Prohibiting Racial Profiling**

REPORT RECEIVED

Commander Karl Schlichter presented the report for 2018. He advised state law requires each law enforcement agency in the state to adopt a written policy on racial profiling and to submit a report containing the information compiled during the previous calendar year to its governing body. He explained new reporting requirements went into effect January 1, 2018, requiring all traffic stops be included in the report regardless of whether a warning or court citation was issued. Commander Schlichter advised the City has a policy in place which complies with the Code of Criminal Procedure Requirements.

Councilmember Jaworski asked how long it takes to gather the required data that is included in the report. Commander Schlichter reported the Highland Village Police Department tracks the data through Brazos Electronic Citation Devices and Software, which automates the process. Chief Reim added the electronic devices are invaluable when compiling the information to be included in the report. Chief Reim and Mr. Leavitt also thanked Council for their support in purchasing body cameras and equipment for the Police Department.

Motion by Mayor Wilcox, seconded by Councilmember Jaworski, to accept the annual Racial Profiling Report. Motion carried 7-0.

LATE WORK SESSION

- 20. Discuss Senate Bill 2 Property Tax Cap**

Assistant City Manager Ken Heerman reported proposed SB2 and HB2 property tax legislation that is currently under consideration by the state legislature would reduce the current 8% rollback rate to 2.5% for taxing entities that collect more than \$15M a year in property tax and sales tax revenues. An election with approval by 60% of total voters would be required for local governments wanting to exceed the cap. Mr. Heerman provided the impacts over the last two fiscal years if the cap were in place. Mr. Heerman also provided information when applying the rollback retroactively from 2001 through 2019.

Councilmembers voiced their support of providing relief to our residents relating to property taxes and voiced their concerns relating to the complexity of the topic, unfunded

mandates placed on cities by the state, and the need for appraisal and school finance reform. Mr. Leavitt suggested City Council and staff provide a compromise to the proposed rollback provision that can be submitted to Texas Legislatures when attending Denton County Days. Consensus of Council was to move forward with presenting a compromise to the Texas Legislature.

- 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.)**

Deputy Mayor Pro Tem Fleming asked why there is a cable running across Tartan Trail. Mr. Leavitt reported it is for a utility company and their crew is in the process of getting the cable buried.

Relating to questions about recent work along Highland Village Road, Mr. Leavitt reported T-Mobile is visiting all eight cell towers in Highland Village to lay fiber optics to each tower in order to provide better service in Highland Village.

- 22. Adjournment**

Mayor Wilcox adjourned the meeting at 8:59 p.m.

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 11

MEETING DATE: 02/26/19

SUBJECT: Consider Resolution 2019-2802 canceling the May 4, 2019, General Election for City Officers and Declaring Unopposed Candidates Elected to Office

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

On January 22, 2019, the City Council ordered a General Election to be held on May 4, 2019, for the purpose of electing Councilmembers to Places 3, 5, and 7. The filing deadlines for placement on the ballot and declaration of write-in candidacy have passed. The City Secretary received one application for Place 3, one application for Place 5, and one application for Place 7.

Pursuant to Chapter 2 of the Texas Election Code, the City Secretary shall prepare written notification that each candidate is unopposed for the election. Upon receipt of notification, the Council is authorized to adopt an order declaring each unopposed candidate elected to office and cancel the General Election. The following candidates are unopposed and, upon approval of a resolution to cancel the elections, will be declared elected to the specified offices:

Mike Lombardo, Councilmember - Place 3
Tom Heslep, Councilmember - Place 5
Dan Jaworski, Councilmember - Place 7

The candidates will begin their terms of office on May 14, 2019 upon taking the oath of office.

IDENTIFIED NEED/S:

To receive certification of unopposed candidates from the City Secretary and cancel the May 4, 2019 General Election in accordance with the Texas Election Code.

PROGRESS TO DATE: (if appropriate)

The filing deadlines for placement on the ballot and declaration of write-in candidacy have passed and the City Secretary has received one application for each place. The City Secretary's Certification of Unopposed Candidates is included with this briefing.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The City will realize a cost savings as a result of canceling the General Election.

RECOMMENDATION:

To approve Resolution 2019-2802.



CERTIFICATION OF UNOPPOSED CANDIDATES

STATE OF TEXAS §
 §
COUNTY OF DENTON §
 §
CITY OF HIGHLAND VILLAGE §

I, the undersigned, Angela Miller, certify that I am the City Secretary of the City of Highland Village, Texas and the authority responsible for preparing the ballots for the May 4, 2019 general municipal election. I further certify that no person has made a declaration of write-in candidacy, and all of the following candidates are unopposed:

Candidate	Office Sought
Mike Lombardo	Councilmember - Place 3
Tom Heslep	Councilmember - Place 5
Dan Jaworski	Councilmember - Place 7

Angela Miller, City Secretary
City of Highland Village, Texas

Date: _____

SEAL:

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2802

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, CANCELING THE MAY 4, 2019, GENERAL ELECTION FOR CITY OFFICERS; ORDERING THAT EACH UNOPPOSED CANDIDATE BE DECLARED ELECTED TO OFFICE; ORDERING THE POSTING OF THIS RESOLUTION AT EACH POLLING PLACE ON ELECTION DAY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on January 22, 2019, the City Council ordered a general election to be held on May 4, 2019, for the purpose of electing City Council members to Places 3, 5, and 7 on the City Council; and

WHEREAS, the filing deadlines for placement on the ballots and declaration of write-in candidacy have passed; and

WHEREAS, the City Council has received the City Secretary's written certification that each candidate is unopposed for the election; and

WHEREAS, in these circumstances, Texas Election Code §2.053 authorizes a governing body to adopt an order declaring each unopposed candidate elected to office and cancel the general election.

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

SECTION 1. Having received the certification from the City Secretary that the following candidates are unopposed in the May 4, 2019, general election, the following people are hereby declared elected to the specified offices and shall be issued a certificate of election after Election Day in accordance with the Texas Election Code.

Mike Lombardo, Councilmember - Place 3
Tom Heslep, Councilmember - Place 5
Dan Jaworski, Councilmember - Place 7

SECTION 2. The City Secretary shall post a copy of this resolution at the designated polling place on May 4, 2019, as required by the Texas Election Code.

SECTION 3. This resolution shall be effective immediately upon passage.

PASSED AND APPROVED this the 26th day of February, 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/19/19:106246)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 12	MEETING DATE: 02/26/19
SUBJECT:	Consider Resolution 2019-2803 authorizing the City Manager to Negotiate and Execute a Contract with North Rock Construction, LLC for Construction of a Softball Field at Unity Park
PREPARE BY:	Phil Lozano, Director of Parks and Recreation

BACKGROUND:

Previous Council Action dated February 27, 2018, approved engineering design of the softball field at Unity Park. This was in response to the November 2017, bond election where Proposition 2 for Park Improvements was passed which consisted of five Park Improvement Projects: Unity Park – Kids Kastle replacement, pond improvements, softball field addition, Sunset Point Park development, Brazos Park Parking Lot addition, Victoria Park trail improvements, and Highland Village Road Sidewalk construction.

Bids for the softball field project were received on February 7, 2019, from three contractors. City administration reviewed the base bid and the four alternates and has accepted Alternate Bid 1 with the concrete infield wall and the base bid. Totals for each contractor are provided in the table below:

	Cole Construction	North Rock Construction	Sports Field Solutions
Total Bid	\$946,027.60	\$934,266.42	\$950,813.68

The lowest bidder is North Rock Construction with a total bid of \$934,266.42. The low bid has been reviewed and evaluated. North Rock Construction LLC has sufficient resources and experience to perform the work

IDENTIFIED NEED/S:

The City is in need of construction services to build a new softball field at Unity Park.

OPTIONS & RESULTS:

The new softball field will meet the bond obligation that the voters of Highland Village approved in November 2017 Bond Election.

PROGRESS TO DATE: (if appropriate)

The engineering and design have been completed, and bids have been received from three contractors for the construction of the softball field. The lowest responsible bidder is North Rock Construction LLC in the amount of \$934,266.42.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The funds for this project will be provided from the Bond Proceeds from the November 2017 Bond Election. The bid cost for construction services is \$934,266.42.

RECOMMENDATION:

To approve Resolution 2019-2803.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2803

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION SERVICES WITH NORTH ROCK CONSTRUCTION LLC FOR THE UNITY PARK SOFTBALL FIELD PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City voters have authorized the issuance of bonds to provide funds for various park improvements, including construction of a softball field at Unity Park (“the Project”); and

WHEREAS, City administration, having solicited, received, and reviewed the bids to construct a softball field at Unity Park (the “Project”), has determined that North Rock Construction LLC has submitted the lowest most responsible bid in an amount of \$934,266.42, inclusive of the Base Bid and Bid Alternate No. 1, and recommends awarding a contract for the Project to said bidder; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to accept the recommendation of the City administration and authorize the above-described contract; and

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute a contract for construction services with North Rock Construction LLC relating to the construction of the Project, inclusive of the Base Bid and Bid Alternate No. 1, for a fee in the amount of \$934,266.42, and, subject to applicable state laws, city policies, and, in the event change order(s) result in an increase in the contract amount, the availability of funds for such purpose, to negotiate and sign such change order(s) to said contract as the City Manager determines to be in the best interest of the City.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 26th day of February 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/18/19:106183)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 13

MEETING DATE: 02/26/19

SUBJECT: Consider Resolution 2019-2804 authorizing the City Manager to Negotiate and Execute a Contract with North Rock Construction, LLC for Construction of Phase I of the Sunset Point Park Development Project

PREPARED BY: Phil Lozano Director of Parks and Recreation

BACKGROUND:

On October 27, 2016, the city entered into a contract with G&A Consultants for Professional Design Services for Sunset Point Park. In the November 2017, bond election, the City's voters approved Proposition 2 consisting of five Park Improvement Projects: Unity Park – Kids Kastle replacement, pond improvements, softball field addition, Sunset Point Park development, Brazos Park Parking Lot addition, Victoria Park trail improvements, and Highland Village Road Sidewalk construction.

Bids for construction of Phase I of the Sunset Point Park development project were received on February 14, 2019, from three contractors. Base Bid A1 – C29 ((-) A3, A7, A8) and Alternate Bid AA1 & AA2 totals for each contractor is provided below:

	Denco Construction	North Rock Construction	VE Est Consulting Svc
Total Bid	\$0	\$128,012.71	\$159,490.00

The lowest bidder is North Rock Construction with a total bid of \$128,012.71. The low bid has been reviewed and evaluated. North Rock Construction has sufficient resources and experience to perform the work

IDENTIFIED NEED/S:

The City is in need of construction services to perform the necessary development and improvements to Sunset Point Park, Phase 1 which consists of

- Concrete improvements which include three parking spaces (one of which will be ADA Accessible), a sidewalk and a safe turnaround for patrons and first responders.
- A street light for safety and security
- Bollards to limit (vehicle) access to other areas in the park

OPTIONS & RESULTS:

The development to the park will meet the bond obligation that the voters of Highland Village approved in November 2017 Bond Election.

PROGRESS TO DATE: (if appropriate)

The engineering and design have been completed and bids have been received from three contractors for the construction improvements to Sunset Point Park.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The funds for this project will be provided from the Bond Proceeds from the November 2017 Bond Election.

RECOMMENDATION:

To approve Resolution 2019-2804 as presented.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2804

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT FOR CONSTRUCTION SERVICES WITH NORTH ROCK CONSTRUCTION LLC, FOR CONSTRUCTION OF PHASE 1 OF THE SUNSET POINT PARK DEVELOPMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City voters have authorized the issuance of bonds to provide funds for various park improvements, including development and construction of Sunset Point Park; and

WHEREAS, City administration, having solicited, received, and reviewed the bids to develop Phase 1 of the Sunset Point Park (the "Project"), has determined that North Rock Construction LLC has submitted the lowest most responsible bid in an amount of \$128,012.71, inclusive of Base Bid A1 – C29 ((-) A3, A7, A8) and Alternate(s) AA1 & AA2, and recommends awarding a contract for the Project to said bidder; and

WHEREAS, The City Council of the City of Highland Village, Texas finds it to be in the public interest to accept the recommendation of the City administration and authorize the above-described contract; and

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

SECTION 1. The City Manager is hereby authorized to negotiate and execute a contract for construction services with North Rock Construction LLC relating to the construction of the Project, inclusive of Base Bid A1 – C29 ((-) A3, A7, A8) and Alternate(s) AA1 & AA2, for a fee in the amount of \$128,012.71, and subject to applicable state laws, city policies, and, in the event change order(s) result in an increase in the contract amount, the availability of funds for such purpose, to negotiate and sign such change order(s) to said contract as the City Manager determines to be in the best interest of the City.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 26th day of February 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/18/19:106205)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14

MEETING DATE: 02/26/19

SUBJECT: Consider Resolution 2019-2806 Re-appointing an Alternate Judge to the City of Highland Village Municipal Court

PREPARED BY: Ken Heerman, Assistant City Manager

BACKGROUND:

In February 2017, Stephanie Askew was appointed as an alternate judge for Highland Village. Colette Sallas is the City's presiding judge. Judge Ron Hurst, previously serving as presiding judge, has transitioned to a different role with the City as alternate judge, with the primary responsibility of handling arraignments and magistrate duties at the City's jail. Alternate judges are needed to fill in when the presiding judge is unavailable and to provide coverage in addressing duties associated with the jail. The City of Highland Village Charter requires judges for this court to be licensed attorneys in the State of Texas and be appointed by Council. The appointments are for a two-year period.

IDENTIFIED NEED/S:

Judge Sallas typically presides over court, with Judge Hurst having primary responsibility of magistrate duties and arraignments at the jail. Judge Askew, as an additional alternate judge is utilized as needed:

- To fill in for occasions in which Judge Sallas and / or Judge Hurst is out of town or unable to be present for any reason.
- Additional flexibility if additional court dates are needed.
- An emergency arises.

OPTIONS & RESULTS:

Budgeted compensation is on a call-out basis, with a call-out fee of \$75 for magistrate services and a court fee of \$400 per half-day docket and \$600 per full day docket.

BUDGETARY IMPACT/ORDINANCE CHANGE:

An amount for potential call-outs is addressed in the FY 2019 budget, thus having no further impact on the budget.

RECOMMENDATION:

To approve Resolution 2019-2806 as presented.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO 2019-2806

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, REAPPOINTING STEPHANIE ASKEW AS ALTERNATE MUNICIPAL COURT JUDGE; AUTHORIZING AN AGREEMENT FOR SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 4.01 of the Code of Ordinances of the City of Highland Village, Texas provides for the appointment of the Municipal Court Judge and Alternate Municipal Court Judges, who shall serve at the pleasure of the Council, but with a maximum term of two years in accordance with state law; and

WHEREAS, Stephanie Askew was appointed in February 2017 to serve as Alternate Municipal Court Judge; and

WHEREAS, the City Council finds it to be in the public interest to reappoint Stephanie Askew for the office of Alternate Municipal Court Judge for the Highland Village Municipal Court of Record and to authorize an agreement setting for the terms, conditions, and compensation for such service.

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

SECTION 1. Stephanie Askew is hereby appointed to serve as Alternate Municipal Court Judge for the Municipal Court of Record in the City of Highland Village, Texas, for a term of two years commencing on the effective date of this resolution.

SECTION 2. The City Manager is hereby authorized to negotiate an agreement for the services provided by Stephanie Askew as Alternate Municipal Court Judge that provides for payment of the following fees for service and such other terms and conditions determined reasonable by the City Manager:

- A. \$400.00 for each half day docket over which Ms. Askew presides;
- B. \$600.00 for full day docket over which Ms. Askew presides; and
- C. \$75.00 each time Ms. Askew is called out to the City's jail to perform magistrate or arraignment duties when not occurring at a time when Ms. Askew is otherwise scheduled to preside over a court docket.

SECTION 3. This Resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this the 26th day of February 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/21/19:106302)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 16

MEETING DATE: 02/26/19

SUBJECT: Consider Resolution 2019-2801 approving the Appointment by the City Manager of Michael Thomson as Fire Chief for the City of Highland Village

PREPARED BY: Jana Onstead, Director of Human Resources

BACKGROUND:

Fire Chief Brad Goudie accepted a position with the City of Seabrook effective in October 2018.

IDENTIFIED NEED/S:

Selection and appointment to fill the position of Fire Chief for the City of Highland Village.

OPTIONS & RESULTS:

An extensive recruitment effort resulted in the consideration of over 40 applicants from across the nation for the position of Fire Chief. After panel interviews involving the Highland Village executive staff, Mayor Wilcox, and the fire department Captains and administrative staff, Michael Thomson was selected for the Fire Chief position.

Michael is currently the Deputy Fire Chief in Addison, where he has served since 2016. Before coming to Addison, Michael rose through the ranks at Farmers Branch, achieving the rank of Division Chief of Training and EMS. He has extensive experience with developing and managing budgets, contract and compliance management, and grant writing. He also served as the project manager for the regional fire training facility shared by Farmers Branch, Addison, Carrollton and Coppell. Michael and his family were recognized as the 2015 Greater Denton Family of the Year.

Michael holds a Bachelor of Science degree in Fire Science from Columbia Southern University, and intends to complete his Master's degree in May 2019. He is a nationally registered and state certified Paramedic, and holds several Fire and EMS certifications, including Master Firefighter and Master Fire Instructor, EMS Instructor, and Blue Card Incident Commander and Instructor.

PROGRESS TO DATE: (if appropriate)

Michael Thomson has accepted the conditional offer subject to City Council Approval of the City Manager's selection in accordance with City Charter Section 5.10.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

Salary and benefits offered are within current budget constraints

RECOMMENDATION:

To approve Resolution No. 2019-2801 as presented.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2801

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS APPROVING THE APPOINTMENT BY THE CITY MANAGER OF MICHAEL THOMSON AS FIRE CHIEF FOR THE CITY OF HIGHLAND VILLAGE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 5.10 of The City of Highland Village Charter states, "With the approval of the Council, the Manager shall appoint a Fire Chief;" and

WHEREAS, Brad Goudie resigned as Fire Chief effective October 2, 2018; and

WHEREAS, the City Manager has appointed as Michael Thomson to serve as Fire Chief effective on or after March 4, 2019 and;

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to ratify and approve the above appointment;

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

SECTION 1. In accordance with Section 5.10 of the City Charter of the City of Highland Village, Texas, the City Manager's appointment of Michael Thomson as Fire Chief for the City of Highland Village is hereby ratified and approved said appointment to be effective on such date as determined by the City Manager.

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

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2/14/19:106142)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 17

MEETING DATE: 02/26/19

SUBJECT: Consider Resolution 2019-2805 authorizing the City Manager to Negotiate and Execute a Professionals Services Agreement with la terra studio, for Landscape Architectural Services related to Unity Park Entry-Kids Kastle Entry Area

PREPARED BY: Phil Lozano Director of Parks and Recreation

BACKGROUND:

Austin Adams with the Highland Village Parks Foundation contacted City Manager Mike Leavitt and requested a meeting to discuss donating funds for a signature park project, specifically a project that is currently not funded and one that would not otherwise be considered in the immediate future.

After discussion, City staff determined the areas surrounding Kids Kastle and its entry points are in much need of improvement. Any improvements would need to take into account and complement the Unity Park pond and Kids Kastle renovation projects scheduled for later this year.

On October 18, 2018, Mike Leavitt and Phil Lozano met with Austin Adams and proposed renovating the entry into Kids Kastle at Unity Park and surrounding area as a potential signature park project, Mr. Adams agreed with staff's recommendation. Staff then proceeded to hire la terra studio to create a vision that will take into account the history of the site, its current use, and its current condition, and to identify future opportunities and needs.

IDENTIFIED NEED/S:

The current configuration of amenities and circulation does not allow for optimal traffic flow and use. The area between the small dog park and Kids Kastle is in need of renovation that will improve ADA access, programming, rental opportunities, curb appeal, and circulation, and will provide for a food truck slip, add much-needed storyboards, and establish "inviting entry points" that will draw people into the space.

OPTIONS & RESULTS:

The improvements will create inviting entry points, address current circulation challenges and harmonize all the different use areas and amenities.

PROGRESS TO DATE: (if appropriate)

The City hired la terra studio to provide three concept plans for the area. The concepts were

presented to the Highland Village Parks Foundation, City Council, and Parks and Recreation Advisory Board. All agree that the concept "Option B" that removes the exercise station and adds decking between the pavilion and Kids Kastle is the preferred choice with an estimated project cost of \$182,050.

At the February 12, 2019, City Council meeting, Austin Adams with the City of Highland Village Parks Foundation spoke in favor of the project and verbally committed \$125,000.00 of the Foundation's funds to the project.

The City Manager, Mike Leavitt directed Phil Lozano, Director of Parks and Recreation to move forward with the design, construction documents, and construction administration for the project with la terra studio.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

The Highland Village Parks Foundation has verbally committed \$125,000.00 of the foundation's funds for the project. The City will need to cover the cost of design, civil engineering, construction documents, and construction administration totaling \$24,200.00. Also, the City will be required to fund the remaining balance of the project construction cost, based on the consultant's completed design, probable cost, and actual bid. However, the only action requested at this meeting is to approve a contract for detailed design services for the property and fund the design costs of \$24,200.00.

Staff has identified the Unity Park Fund as the designated funding source; there is currently a balance of \$44,000 in the fund.

RECOMMENDATION:

To approve Resolution 2019-2805 as presented.



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STATE OF TEXAS

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AGREEMENT FOR PROFESSIONAL SERVICES

COUNTY OF DALLAS

§

This Agreement for Professional Services (“Agreement”) is made by and between the **City of Highland Village, Texas** (“City”) and **la terra studio, inc.**, a Texas corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Professional as an independent contractor, and not as an employee, to provide the landscape architectural services described in Exhibit “A” (the “Scope of Services”) in connection with the construction document preparation for the pedestrian circulation areas associated with the parking area, Kids Kastle, pavilion, and fitness area at the entry of Unity Park (the “Project”); and

WHEREAS, Professional desires to render services for City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II
Scope of Service**

2.1 Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total of **Twenty-Four Thousand Two Hundred and No/100 Dollars** (\$24,200.00). Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. Notwithstanding the forgoing, City shall not be required to pay more than 90% of the total fee to be paid to Professional until all deliverables set forth in the Scope of Services have been completed and delivered to City.

4.2 Unless otherwise provided in the Scope of Services, Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 City shall be required to pay interest in the amount of 12% per annum or the maximum rate allowed by law, whichever is less, on amounts set forth in invoices that are not in dispute and remain unpaid for more than 30 days after City's receipt of the invoice for such services.

Article V Devotion of Time; Personnel; and Equipment

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable

effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend progress meetings as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

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

With a copy to:

Director of Parks and Recreation
City of Highland Village
1000 Highland Village Road
Highland Village, Texas 75077

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

If intended for Professional:

la terra studio, inc.
Attn: Brad Moulton, ASLA
2712 Swiss Avenue, Studio A
Dallas, Texas 75204

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance:

(1) a commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage;

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(4) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate.

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability;

(2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance;

(3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.10 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all Parties.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Prohibition of Boycotting Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

SIGNED AND AGREED this _____ day of _____, 2019.

City of Highland Village, Texas

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.

la terra studio, inc.

By: _____
Brad Moulton, ASLA, Principal

EXHIBIT "A"

Scope of Services



la terra studio 2712 swiss avenue, studio A, dallas, texas 75204 :: 214.749.0333 :: www.laterrastudio.com

February 21, 2019

Phillip Lozano

Parks and Recreation Director
1000 Highland Village Road
Highland Village, TX 75077

Re: Proposal for Landscape Architectural Services
Unity Park – Entry – Kids Kastle Entry Area
City of Highland Village, TX

Agreement between Client and Landscape Architect

Dear Mr. Lozano:

la terra studio, inc. is pleased to submit this proposal to provide Landscape Architectural Services for the referenced project.

Article 1 - AGREEMENT

Between the Landscape Architect's CLIENT:
1000 Highland Village Road
Highland Village, TX 75077

and the LANDSCAPE ARCHITECT:
la terra studio, inc.
2712 Studio A Swiss Avenue, Suite 100
Dallas, Texas 75204

For the following project:

Unity Park – Entry – Construction documentation for the pedestrian circulation areas associated with the parking area, Kids Kastle, pavilion, and fitness area. The documents will be based on the previously approved concept for the area. This proposal is based on the conceptual construction budget of \$182,050.

Focus areas included in the scope are:

- Enhancements to the pavilion area
- Entrance to playground (playground design by others)
- Areas of reflection
- Plaque/monument/interpretative signage that tells the story how the community came together, Kids Kastle build(s), Highland Villages Participation in the Wagon Train (Texas Sesquicentennial), and point to local significant geographical areas
- Additional seating areas
- Preservation of existing trees
- Relocation of exercise equipment



COMPENSATION AND PAYMENTS

The Client agrees to pay the Landscape Architect for the **BASIC SERVICES** detailed below, a lump sum fee of **Twenty Four Thousand Two Hundred Dollars** allocated as follows:

Basic Services	\$ 18,500.00
Site Survey	\$ 4,500.00
Project Expenses	\$ 1,200.00
Total Basic Services:	\$ 24,200.00

BASIC SERVICES

The Landscape Architect shall provide the following as **BASIC SERVICES**:

Site Survey

- A topographic survey will be performed by a Texas registered RPLS of the area proposed for improvements. Based upon the survey and additional information provided by the City, the design team will prepare an existing conditions base map(s) for use in Design Development and final Construction Documents. The City will be responsible for providing additional survey information if more information is required.

Site Visit and Staff Discussion

- Visit the site with City Staff to discuss design opportunities and project vision

Design Development

- Upon the Client's approval of the Schematic Design (by separate contract), prepare a preliminary scope of documents and specifications (to a 50% contract / specification level) for the Client's review.
- Provide detailed plans, sections, and elevations of the Landscape Plans and Hardscape Plans along with plant recommendations / samples, and other information to convey Design Development ideas.
- Provide written value engineering recommendations of potential alternatives and cost savings, if requested.
- Prepare a rendered Landscape Site Plan of the final Landscape/Hardscape Design approved by the Client, if requested.
- Visit the site and meet with the client (One Visit the Phase)

Illustrative Plan & 3-D Renderings

- Color rendering of approved concept design
- 3-D renderings of 3-4 selected views of concept design

Construction Documents

- Upon the Client's approval of the Design Development Phase, analyze and define the final requirements for the landscape with the Client.
- Coordinate information provided by the Client (and / or Other Consultants as provided by the Client), including structures, site elements, easements, property lines, site plan, building floor



plans, topography, utility information, circulation, hardscape, retaining walls, planters, fencing, any existing trees that interface with landscape development, and plant cover to remain (if any).

- Prepare required CONSTRUCTION DOCUMENTS, including but not limited to design of the following:
 - Landscape**
 - Provide a Landscape Plan with planting layout, plant material selections, plant list, tabulations and notes. This plan shall outline compliance with the ordinance requirements.
 - Provide construction details articulating landscape elements in section or elevation.
 - Provide written technical specifications for installation of landscape elements.
 - Hardscape**
 - Provide a Hardscape Plan with layout, material selections, and notes.
 - Provide construction details articulating hardscape elements in section or elevation.
 - Provide written technical specifications for installation of hardscape elements.
 - Irrigation**
 - Provide an Irrigation Plan utilizing city water sources indicating sleeving, head layout, pipe layout, pipe sizing, controller location and notes.
 - Provide construction details articulating irrigation elements in section or elevation.
 - Provide written technical specifications for installation of irrigation elements.
 - Coordinate irrigation sleeving locations shown on other consultant's plans.
- Submit construction documents to the Texas Department of Licensing and Regulation or an Independent Contract Provider (RAS, Registered Accessibility Specialist) for Texas Accessibility Standards review. Based on this review, LANDSCAPE ARCHITECT shall revise the construction documents accordingly.

Bidding Services

- Response to contractor questions during the bidding process and preparation of necessary addendums.
- Review Bid proposals.

Construction Observation

- Review shop drawings and submittals pertinent to the Landscape Architect's Scope of Work to determine if they conform with the Landscape Architect's visual, technical and aesthetic design intent.
- Site Visits, to become generally familiar with and to keep the Client informed about the progress and quality of the work completed in relationship to the Landscape Architect's Construction Documents. The Landscape Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the Contractor's rights and responsibilities under the Construction Documents.
- Participation in the Post-Construction Site Inspection performed by a Registered Accessibility Specialist (RAS).
- Provide a 'Site Observation Report' following each project site visit.
- Provide Site Visit Report at the Substantial Completion of the Project to participate in compiling the Punch List of items to be addressed.



EXCLUSIONS AND ADDITIONAL SERVICES

Areas of scope excluded from the Landscape Architect's Basic Services defined above may be provided as additional services upon written consent by the client.

EXCLUSIONS and ADDITIONAL SERVICES include, but are not limited to the following:

- Geo-technical report (provided by city)
- Kids Kastle playground design
- Coordination with Kids Kastle playground design team (Hourly task as approved by City)
- Mechanical, Electrical and Plumbing Engineering for Water Features
- Electrical Drawings for Landscape Lighting and services
- Construction Bidding Assistance
- Tree Tagging Trips (See Hourly Rates)
- As-built Drawings
- Additional Site Visits

The fees above are based on the assumption that the Landscape Architect will perform the entire scope of services outlined in this Agreement. Should any item be deleted from the scope of work, the Landscape Architect reserves the right to adjust the fees for other items as appropriate.

Upon written consent by the Client, the Landscape Architect will provide **ADDITIONAL SERVICES** on an hourly basis with a mutually agreed "not to exceed" amount.

Hourly rates for Additional Services are as follows:

~ Principal	\$ 175.00 / hour
~ Project Manager	\$ 120.00 / hour
~ Intern Landscape Architect	\$ 75.00 / hour
~ CAD Tech.	\$ 65.00 / hour
~ Administrative	\$ 40.00 / hour
~ Irrigation Designer	\$ 85.00 / hour

Reimbursable expenses include but are not limited to: reproduction of graphics and plans, postage, handling of documents, in-house plotting, courier services and authorized travel expenses. All reimbursable expenses shall be billed at a rate of 1.0%.

The Landscape Architect shall bill the Client each month based on a percentage of services completed during the 30 days prior.

CLIENT'S RESPONSIBILITIES

The Client agrees to provide the Landscape Architect with information including but not limited to:

- Survey data indicating structures, site elements, easements, property lines, topography, and utility information
- Layout for Kids Kastle and the edge of the improvement area
- Tree survey (if Applicable)
- Soil reports
- Proposed site plans, building floor plans, grading, and utility information
- And any other related items requested by the Landscape Architect in order to provide professional services.

The Landscape Architect may rely on the accuracy and completeness of these items and shall not be held responsible for deficiencies or inadequacies of the data.



The Client shall obtain and pay for all necessary permits from authorities with jurisdiction over the Project.

The Client agrees to provide the items described above and to render decisions in a timely manner, so as not to delay the orderly and sequential progress of the Landscape Architect's services.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2019-2805

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LA TERRA STUDIO, FOR LANDSCAPE ARCHITECTURAL SERVICES FOR UNITY PARK/KIDS KASTLE ENTRY AREA PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, City Administration has been in discussions with the Highland Village Parks Foundation("Foundation") regarding the provision of funds to the City to be applied toward the design and reconstruction of the entry areas of Unity Park and Kids Kastle ("the Project"); and

WHEREAS, City Administration has determined that more detailed landscape architectural designs are required in order to provide a more accurate cost for the Project before the City and Foundation fully commit their funds to construction of the Project; and

WHEREAS, the City previously engaged la terra studio to provide professional services relating to the creation of design concept options for the Project; and

WHEREAS, City Administration recommends la terra studio be engaged to provide professional services relating to the preparation of detailed design and plans relating to the preferred option for the Project; and

WHEREAS, the City Council of the City of Highland Village, Texas finds it to be in the public interest to accept the recommendation of the City administration and authorize the above-described agreement; and

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 negotiate and execute a professional services agreement with la terra studio in the amount of \$24,200.00 to provide detailed design and construction plans for the Project.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 26th day February 2019.

APPROVED:

Charlotte J. Wilcox, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:2-19-19:106251)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 18

MEETING DATE: 02/26/19

**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 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

February 26, 2019	Regular City Council Mtg. 7:30 pm
March 7, 2019	Zoning Board of Adjustment Mtg. 7:00 pm (if needed)
March 12, 2019	Regular City Council Mtg. 7:30 pm - Cancelled
March 18, 2019	Park Board Mtg. 6:00 pm (if needed)
March 19, 2019	Planning & Zoning Commission Mtg. 7:00 pm (if needed)
March 26, 2019	Regular City Council Mtg. 7:30 pm
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)
April 23, 2019	Regular City Council Mtg. 7:30 pm
May 2, 2019	Zoning Board of Adjustment Mtg. 7:00 pm (if needed)
May 14, 2019	Regular City Council Mtg. 7:30 pm
May 20, 2019	Park Board Mtg. 6:00 pm (if needed)
May 21, 2019	Planning & Zoning Commission Mtg. 7:00 pm (if needed)
May 28, 2019	Regular City Council Mtg. 7:30 pm

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