



**City of Willow Park
Regular Meeting
City Hall
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, May 9, 2017 at 7:00 p.m.
Agenda**

Section I – Presentations

- 1. Call to Order**
- 2. Determination Of Quorum**
- 3. Invocation & Pledge of Allegiance**
- 4. Proclamation**
 - A. Designate May as Motorcycle Safety and Awareness Month (Ride Safe in Texas)
 - B. Designate May 14-20, 2017 as National Police Week
- 5. Citizen Presentations & Comments**

Section II – Minutes

- 6. Approve and Act on Minutes**
 - A. Approve City Council Regular Meeting Minutes – April 11, 2017

Section III – General Items

- 7. Discussion/Action:** Consider and act on a Site Plan for Fuzzy’s restaurant, a 7,569 square foot building on Lot 3R, Block 1, The Village at Willow Park Addition, City of Willow Park, Texas, located at 149 Willow Bend Drive.
- 8. Discussion/Action:** Consider and act on a Preliminary Plat of Lot 1, Block 1, Lots 1-4, Block 2 & Lot 1, Block 3, Phase 1 & 2, I-20 Corridor Addition to the City of Willow Park, Parker County, Texas. Being an 18.747 Acres Subdivision out of The McKinney & Williams Survey Abstract No. 954 & The Wesley Franklin Survey, Abstract No. 468 Parker County, Texas. The property is located in the 4200 Block of I-20 Service Rd N.
- 9. Discussion/Action:** Annual Audit Presentation by Daniel Hungerford, CPA.
- 10. Discussion/Action:** Quarterly Financial Report by Jake Weber, CPA.
- 11. Discussion/Action:** To consider and approve Resolution 06-17, a resolution providing authorization for the execution of a Texas Revenue Recovery Interlocal Cooperation Agreement.
- 12. Discussion/Action:** To consider and approve a Memorandum of Understanding to support and maintain the Children’s Advocacy Center of Parker County.

13. Discussion/Action: To consider approving Ordinance No. 752-17, an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the fire department for services provided/rendered for the Willow Park Fire/Rescue Department.

Section VI- Informational

14. Mayor & Council Member Announcements

15. City Administrator's Report

Section VIII – Adjournment

16. Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before May 5, 2017 at 5:00 pm.

Kandice Garrett
Interim City Secretary, City of Willow Park

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



Proclamation

May 9, 2017

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve;

NOW, THEREFORE I, Richard Neverdousky, Mayor of the City of Willow Park do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this city. Further, I urge all residents to do their part to increase safety and awareness in our community.

WITNESS MY HAND and the official Seal of the City of Willow Park.

Richard Neverdousky, Mayor



Proclamation

May 9, 2017

To recognize National Police Week 2017 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Willow Park Police Department; and

WHEREAS, there have been 15,548 assaults against law enforcement officers in 2015, resulting in approximately 14,453 injuries; and

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, 394 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 143 officers killed in 2016 and 251 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 29th Annual Candlelight Vigil, on the evening of May 13, 2017;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

NOW, THEREFORE I, Richard Neverdousky, Mayor of the City of Willow Park do hereby proclaim May 14-20, 2017, as Police Week in the City of Willow Park, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

WITNESS MY HAND and the official Seal of the City of Willow Park.

Richard Neverdousky, Mayor



**City of Willow Park
City Council
Regular Meeting
City Hall
516 Ranch House Road, Willow Park, TX 76087
Tuesday, April 11, 2017 at 7:00 p.m.
Minutes**

Section I – Presentations

1. Call to Order

Mayor Neverdousky called the meeting to order at 7:03 p.m.

2. Determination of Quorum

Mayor Richard Neverdousky
Councilmember Norman Hogue
Councilmember Gene Martin
Councilmember Greg Runnebaum
Councilmember John Gholson

Absent: Councilmember Marcy Galle

Staff Present:
City Administrator Scott Wall
Interim City Secretary Candice Scott

3. Invocation & Pledge of Allegiance

Mayor Neverdousky started the meeting with the invocation and by leading the room in the Pledge of Allegiance.

4. Citizen Presentations & Public Comments

***Justin Riley, 921 Squaw Creek, addressed council regarding trash from development.

***John Ieronymides, 215 Sam Bass Rd., addressed council regarding the newspaper article in the Weatherford Democrat on election donations. He stated he thought we have been trying to move towards ensuring that we have a fine dividing line between developers and council membership and mayor. He said he was deeply disturbed at the recent article in the Weatherford Democrat that said thousands of dollars were contributed towards sponsorship for perspective mayor and council member, which borders on unethical, conflict of interest, and he thought we got away from trying to be in the popular with developers. He further stated it seems to him that if we go the way we are

following we are going to be back in the popular with the developers. Mr. Ieronymides asked his comments be recorded.

Section II – Minutes

5. Approve and Act on Minutes

A. Approve City Council Regular Meeting Minutes – March 14, 2017

***Councilmember Martin made a motion to approve the City Council Regular Meeting Minutes.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

Section III – General Items

6. Discussion/Action: To consider and act on a Special Use Permit request for Lot 7, Block 2, El Chico South Addition, City of Willow Park, Parker County Texas, to operate a snow cone business, “Sugar Shack” in the Commercial/I-20 Overlay District, at 104 S. Ranch House Road. (Betty Chew)

A. Open Public Hearing @ 7:09

***John Ieronymides, 215 Sam Bass Rd., addressed council regarding this item.

B. Close Public Hearing @ 7:16

***Councilmember Gholson made a motion to approve a Special Use Permit with a health inspection and 1 (one) year allowance.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

7. Discussion/Action: To consider and act on a Preliminary Plat of Lot 1, Block 1, Lots 1-4, Block 2 & Lot 1, Block 3, Phase 1 & 2, I-20 Corridor Addition to the City of Willow Park, Parker County, Texas. Being an 18.747 Acres Subdivision out of The McKinney & Williams Survey Abstract No. 954 & The Wesley Franklin Survey, Abstract No. 468 Parker County, Texas. The property is located in the 4200 Block of I-20 Service Rd N. (Betty Chew)

*** Councilmember Martin made a motion to table this item.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 8.** Discussion/Action: To consider amending the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Accessory Building or Use). (Betty Chew)

A. Open Public Hearing @ 7:21

***John Ieronymides, 215 Sam Bass Rd., addressed council regarding this item.

***Zach Pettigrew, 311 Bay Hill Ct., addressed council regarding this item.

***Fred McCully, 433 Crown Rd., addressed council regarding this item.

B. Close Public Hearing @ 7:29

***Councilmember Martin made a motion to approve Ordinance 745-17 with an effective date of March 14, 2017.

Seconded by Councilmember Gholson

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 9.** Discussion/Action: To consider amending the Zoning Ordinance to add the “Garage Openings Facing Frontal Streets” regulations adopted by ORDINANCE No. 364-94, Code of Ordinances, City of Willow Park, Texas August 16, 1994. (Betty Chew)

A. Open Public Hearing @ 7:31

***John Ieronymides, 215 Sam Bass Rd., addressed council regarding this item.

B. Close Public Hearing @ 7:32

***Councilmember Gholson made a motion to approve Ordinance No. 746-17.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 10.** Discussion/Action: To approve date for Council to canvas election and swear in Mayor and Council with oath of office. (Candy Scott)

***Councilmember Runnebaum made a motion to approve May 18 at 7:00 p.m. for Council to canvas election and swear in Mayor and Council with oath of office.

Seconded by Councilmember Martin

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 11.** Presentation: Capital Improvement Plan update by Jacob/Martin. (Derek Turner)

***Derek Turner gave his presentation to City Council.

- 12. Discussion/Action:** To consider and act on Resolution No. 05-17, a Resolution authorizing the Fire Department to finance a fire truck. (Chief Mike LeNoir)

***Councilmember Gholson made a motion to approve Resolution No. 05-17.

Seconded by Councilmember Martin

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 13. Discussion/Action:** To consider approval of the Police Department Seizure Fund Budget. (Police Chief West)

***Councilmember Martin made a motion to authorize the Police Department to spend \$25,812.12 from the Police Department Seizure Fund Budget.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 14. Discuss/Action:** To consider and approve Resolution No. 03-17, a resolution to enter into a regional agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance. (Police Chief West)

***Councilmember Martin made a motion to approve Resolution No. 03-17 with amendment to Section 2 in accordance with the provisions of the General Law of the City of Willow Park.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 15. Discuss/Action:** To consider and approve Onco Rate Increase Resolution No. 04-17, a Resolution suspending the requested rate change. (Scott Wall)

***Councilmember Martin made a motion to approve Resolution No. 04-17.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

Section IV- Council Requested Items

- 16. Accept resignation letter from Ryder Scott as City Attorney. (Mayor Neverdousky)**

***Councilmember Gholson made a motion to accept resignation letter from Ryder Scott as City Attorney.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

- 17. Discuss/Action:** To approve Ordinance No. 751-17 changing the appointment and supervision of the City Attorney. (Mayor Pro Tem Martin)

***Councilmember Martin made a motion to table this item.

Seconded by Councilmember Hogue

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

Section V - Informational

- 18. Mayor & Council Member Announcements**

***Mayor Neverdousky announced Community Shred Day event to be held on April 15 from 9:00 a.m. to 12:00 p.m.

***Councilmember Martin inquired about an audit update.

***Councilmember Gholson requested the City utilize Blackboard Connect for Council meeting announcements as an ongoing practice.

***Councilmember Hogue reminded Council he will not be available for the Regular Council meeting on May 9, 2017 due to giving an out of town conference presentation.

- 19. City Administrator's Report**

***City Administrator Scott Wall confirmed Shred Day and Blackboard announcements, reported City offices will be closed Friday, April 15 for Good Friday. He also brought Chief West up to report Christ Chapel West gave a generous donation to the Police Department in the form of active shooter vests and ballistic helmets.

Section VIII – Adjournment

- 20. Adjournment**

***Councilmember Gholson made a motion to adjourn.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Hogue, Martin, Runnebaum, Gholson

Motion passed with a vote of 4-0

Mayor Neverdousky adjourned the meeting at 8:48 p.m.

APPROVED

Richard Neverdousky, Mayor
City of Willow Park, Texas

ATTEST:

Candice Scott, Interim City Secretary
City of Willow Park, Texas

Minutes Prepared By:

Kandice Garrett



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Community Development	Presented By: Betty Chew
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AGENDA ITEM:

Consider and act on a Site Plan for a 7,569 square foot building on Lot 3R, Block 1, The Village at Willow Park Addition, City of Willow Park, Texas, located at 149 Willow Bend Drive.

BACKGROUND:

The property is zoned “C-IH 20 Overlay District.” This property is located in Planning Area 4, as identified in the City’s Comprehensive Plan. Planning Area 4 represents the areas adjacent to Interstate 20. Due to the higher traffic volumes along the Interstate, the area is seen as a prime location for regional retail and commercial uses as well as uses that capitalize on pass-by trips. Dues to the visibility of the corridor, higher design standards are identified to present a positive image of Willow Park.

The 1.06 acre lot is located on the northeast corner of Willow Bend Drive and Willow Crossing Drive. “Fuzzy’s Taco Shop” a regional restaurant chain will occupy 4,047 square feet of the building. The remaining 3,522 square foot space does not have a tenant at this time. The owner proposes 2 distinctive end cap features to clearly define the entrances to the building. The owner proposes the end caps have a “Ship-Lap” panel composite cladding. This alternate material will require approval of the City Council on recommendation from the Planning and Zoning Commission.

All infrastructure water, sanitary sewer, fire hydrants, and streets are available. The building (except end cap material), parking, landscaping, stormwater drainage, and fire plans have been reviewed and meet the requirements of the Zoning and Subdivision Ordinances.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the Site Plan for Lot 3R, Block 1, The Village at Willow Park Addition, as presented with approval of the alternate material on the end caps.

The Planning and Zoning Commission recommends approval of the Site Plan for Lot 3R, Block 1, The Village at Willow Park Addition, as presented with approval of the alternate material on the end caps.

The Commission vote was 4 – 0.

EXHIBITS:

Site Plan, Landscape Plan, Exterior Elevation Plans.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

KEYNOTES	
NO.	DESCRIPTION
1	bike rack
2	Concrete Leave-out for future tenant
3	Expansion Joint (E.J.) Refer to 8/A1.2
4	Provide drainage under sidewalk
5	Fire hydrant

GENERAL SITE PLAN NOTES	
NO.	DESCRIPTION
A.	Consult Architect upon the investigation of any condition inconsistent to the intent of these drawings.
B.	Refer to landscape drawing package for all landscape and irrigation information.
C.	Refer to MEP series for site lighting and power information.
D.	All trash dumpsters shall be fully screened.
E.	All light pole bases & exposed concrete at base shall be hard troweled and painted.
F.	Refer to G series for all work outside of building curbs.

GENERAL HARDSCAPE NOTES	
NO.	DESCRIPTION
A.	Consult Architect upon the investigation of any condition inconsistent to the intent of these drawings.
B.	GC shall confirm/coordinate all spot grades with civil. Notify architect and civil of any discrepancies.
C.	Location of all joints shall be per this hardscape/site plan. Contractor shall verify with architect the location of all joints and landscape areas prior to installation of concrete sidewalk.
D.	Refer to civil for concrete curbs, gutter and paving details.
E.	At sidewalk and pavement intersections with wall, provide 1/2" joint filler, hold 1/2" below and fill with sealant. Verify sealant color with architect or owner.
F.	Refer to G series for all work outside of building curbs.

CITY OF WILLOW PARK
VOL. 1464, PG. 1622
D.R.P.C.T.



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PROFESSIONAL STAMPS:



REVISIONS:

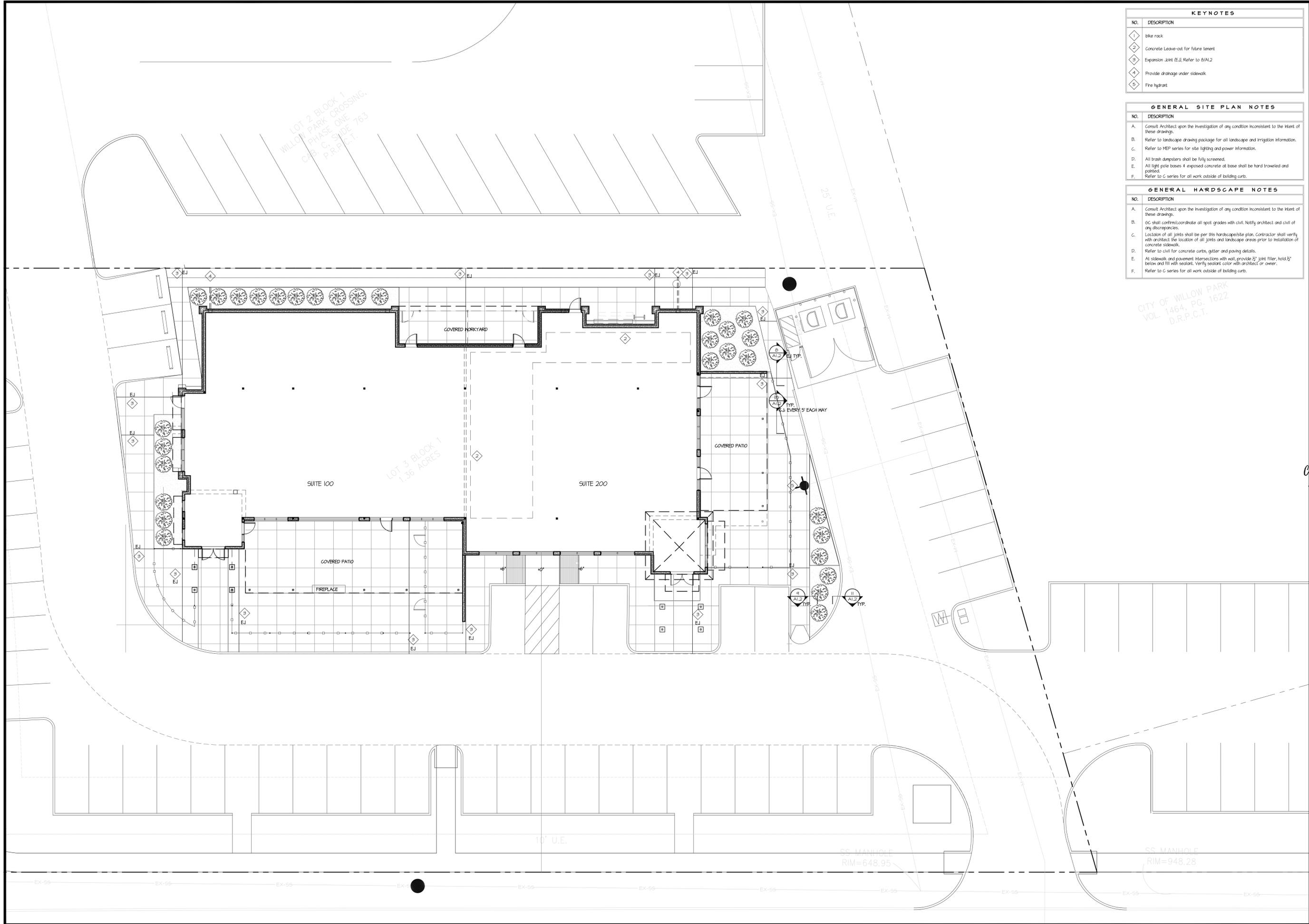
- 90% REVIEW SET AUGUST 10, 2015
- 100% PERMIT SET SEPT 25, 2016
- REV.02 CITY COMMENTS

JOB No.: 16048

DATE: SEPT 26, 2016

SITE PLAN

A1.1



LOT 2 BLOCK 1
WILLOW PARK CROSSING,
PHASE ONE
C.B. C. SIDE 763
P.R.P.C.T.

LOT 3 BLOCK 1
1.36 ACRES

SUITE 100

SUITE 200

COVERED WORKYARD

COVERED PATIO

COVERED PATIO

FIREPLACE

10' U.E.

SS MANHOLE
RIM=648.95

SS MANHOLE
RIM=948.28

Planting Schedule: (SHEETS L.1 - L.2)

QTY	SYMBOL	COMMON NAME	SIZE	HEIGHT	SPACING	COMMENTS
CANOPY TREES						
5	[Symbol]	LIVE OAK	4"	10'-12'	NA	FIELD DUG OR CONTAINER, SINGLE TRUNK, CONSISTENT STRUCTURE DESIRED
4	[Symbol]	CHINESE PISTACHE	4"	10'/12'	NA	FIELD DUG OR CONTAINER, SINGLE TRUNK, CONSISTENT STRUCTURE DESIRED
ORNAMENTAL TREES						
6	[Symbol]	BLUE VITEX	45 GAL	8'-10'	NA	FIELD DUG OR CONTAINER, MULTI TRUNK, CONSISTENT STRUCTURE DESIRED
SHRUBS						
38	[Symbol]	GREY COTONEASTER	5 GAL	3'	3.5'	CONTAINER SHRUB
13	[Symbol]	RED YUCCA	5 GAL	2'	2'	CONTAINER PLANT
7	[Symbol]	LANTANA "NEW GOLD"	3 GAL	1.5'	1.5'	CONTAINER GROWN FLOWERING PERENNIAL
39	[Symbol]	NANDINA "GULF STREAM"	5 GAL	3'	3.5'	CONTAINER SHRUB
14	[Symbol]	DWARF YAUPON HOLLY	5 GAL	2'	2'	CONTAINER PLANT
27	[Symbol]	ADAGIO MISCANTHUS GRASS	5 GAL	3'	3'	CONTAINER GROWN ORNAMENTAL GRASS
GROUNDCOVERS						
525	[Symbol]	PURPLE WINTERCREEPER	4" POT	GC	10"	GROUNDCOVER
90	[Symbol]	SEASONAL COLOR	4" POT	SC	10"	SEASONAL COLOR (CHANGES SEASONALLY)
900	[Symbol]	COMMON BERMUDA SOD	5"	SOD		SOD INSTALLED OVER FINELY CLEANED GRADE ONLY

Site Material Schedule: (SHEETS L.1-L.2)

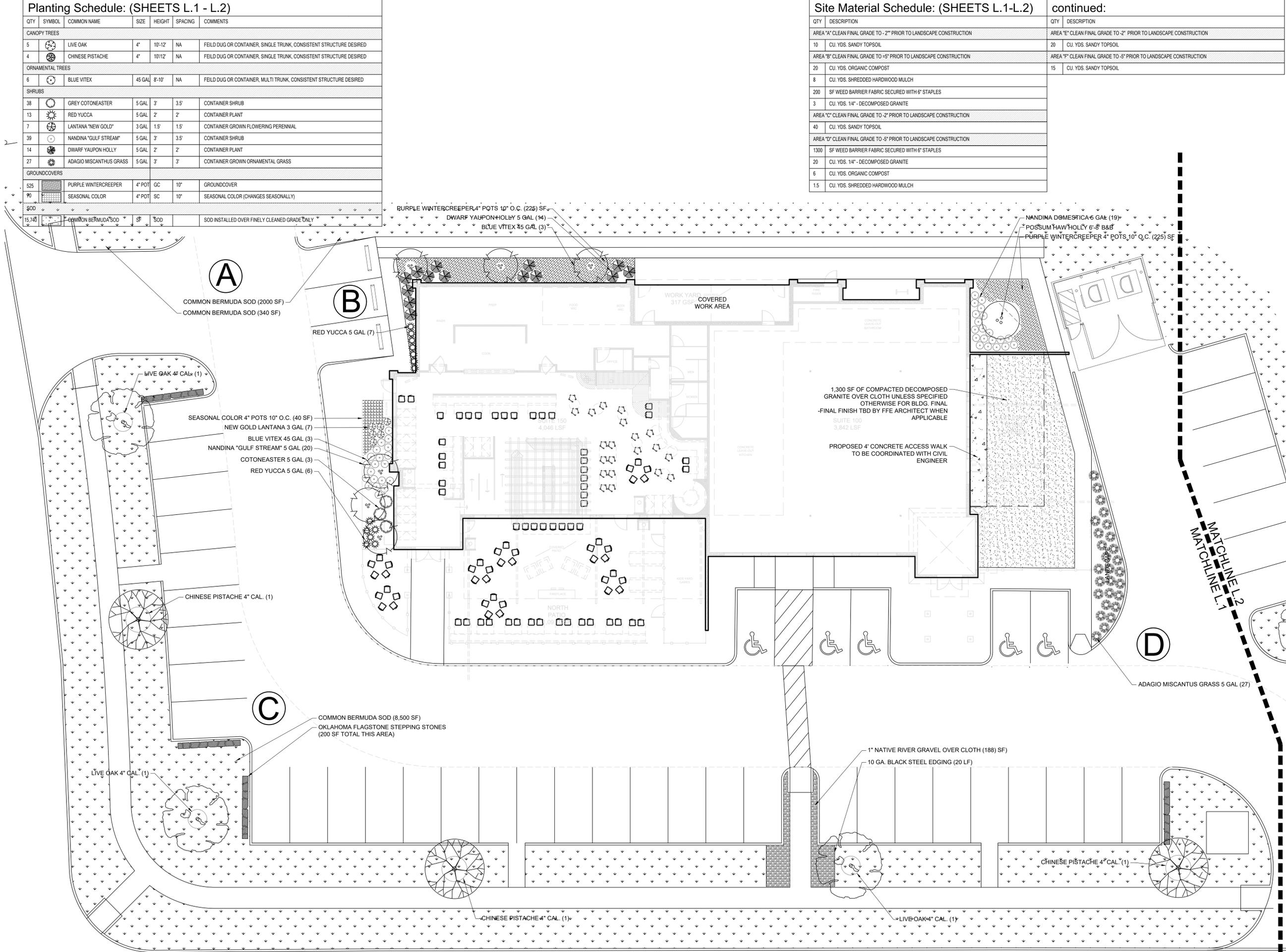
QTY	DESCRIPTION
AREA "A" CLEAN FINAL GRADE TO -2" PRIOR TO LANDSCAPE CONSTRUCTION	
10	CU. YDS. SANDY TOPSOIL
AREA "B" CLEAN FINAL GRADE TO -5" PRIOR TO LANDSCAPE CONSTRUCTION	
20	CU. YDS. ORGANIC COMPOST
8	CU. YDS. SHREDDED HARDWOOD MULCH
200	SF WEED BARRIER FABRIC SECURED WITH 6" STAPLES
3	CU. YDS. 1/4" - DECOMPOSED GRANITE
AREA "C" CLEAN FINAL GRADE TO -2" PRIOR TO LANDSCAPE CONSTRUCTION	
40	CU. YDS. SANDY TOPSOIL
AREA "D" CLEAN FINAL GRADE TO -5" PRIOR TO LANDSCAPE CONSTRUCTION	
1300	SF WEED BARRIER FABRIC SECURED WITH 6" STAPLES
20	CU. YDS. 1/4" - DECOMPOSED GRANITE
6	CU. YDS. ORGANIC COMPOST
1.5	CU. YDS. SHREDDED HARDWOOD MULCH

continued:

QTY	DESCRIPTION
AREA "E" CLEAN FINAL GRADE TO -2" PRIOR TO LANDSCAPE CONSTRUCTION	
20	CU. YDS. SANDY TOPSOIL
AREA "F" CLEAN FINAL GRADE TO -5" PRIOR TO LANDSCAPE CONSTRUCTION	
15	CU. YDS. SANDY TOPSOIL

Marcus Bowen Landscape, Inc.
 A Design Build Firm Since 1982
 211 Hidden Oaks Dr., Hudson Oaks, TX 76087
 Office: 817-596-4222
 forrest.mblandscape@gmail.com

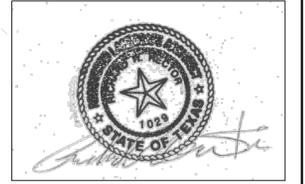
REV	ISSUE	DESCRIPTION	DATE	DATE OF ISSUE
		LANDSCAPE PLAN	03/17/2017	



Fuzzy's Taco WP Landscape Plan

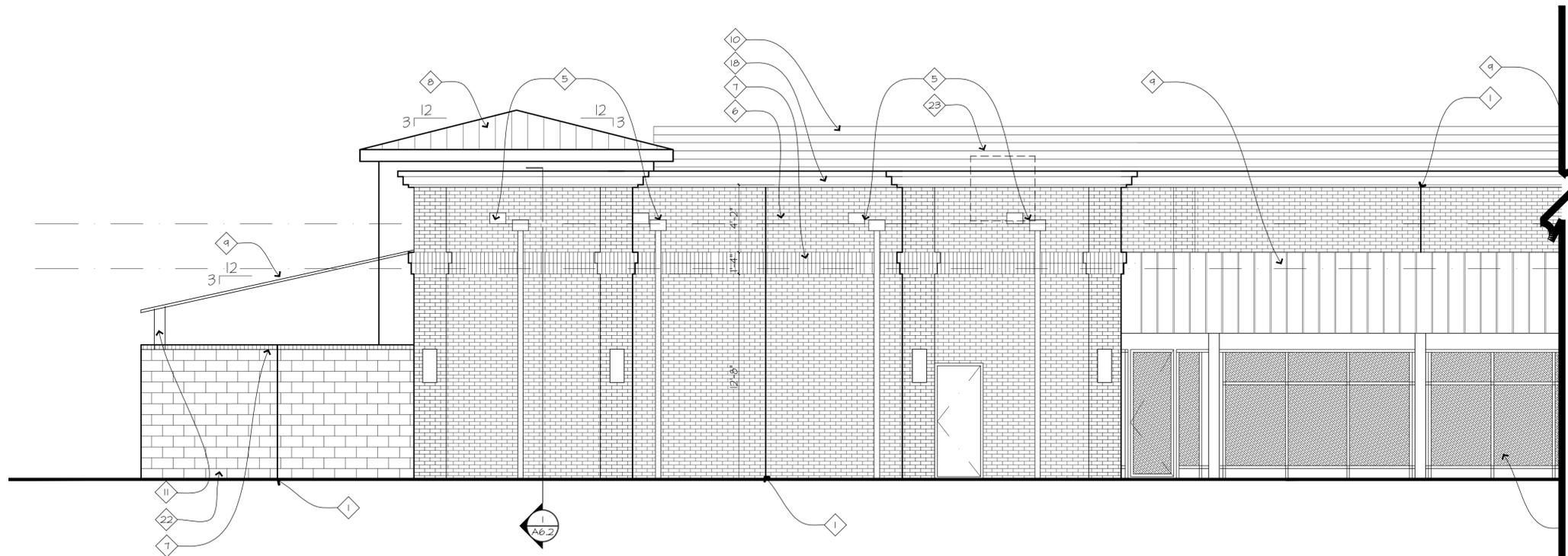
FUZZY'S TACO SHOP
 THE VILLAGE OF WILLOW PARK
 WILLOW PARK, TX

SEAL DATE



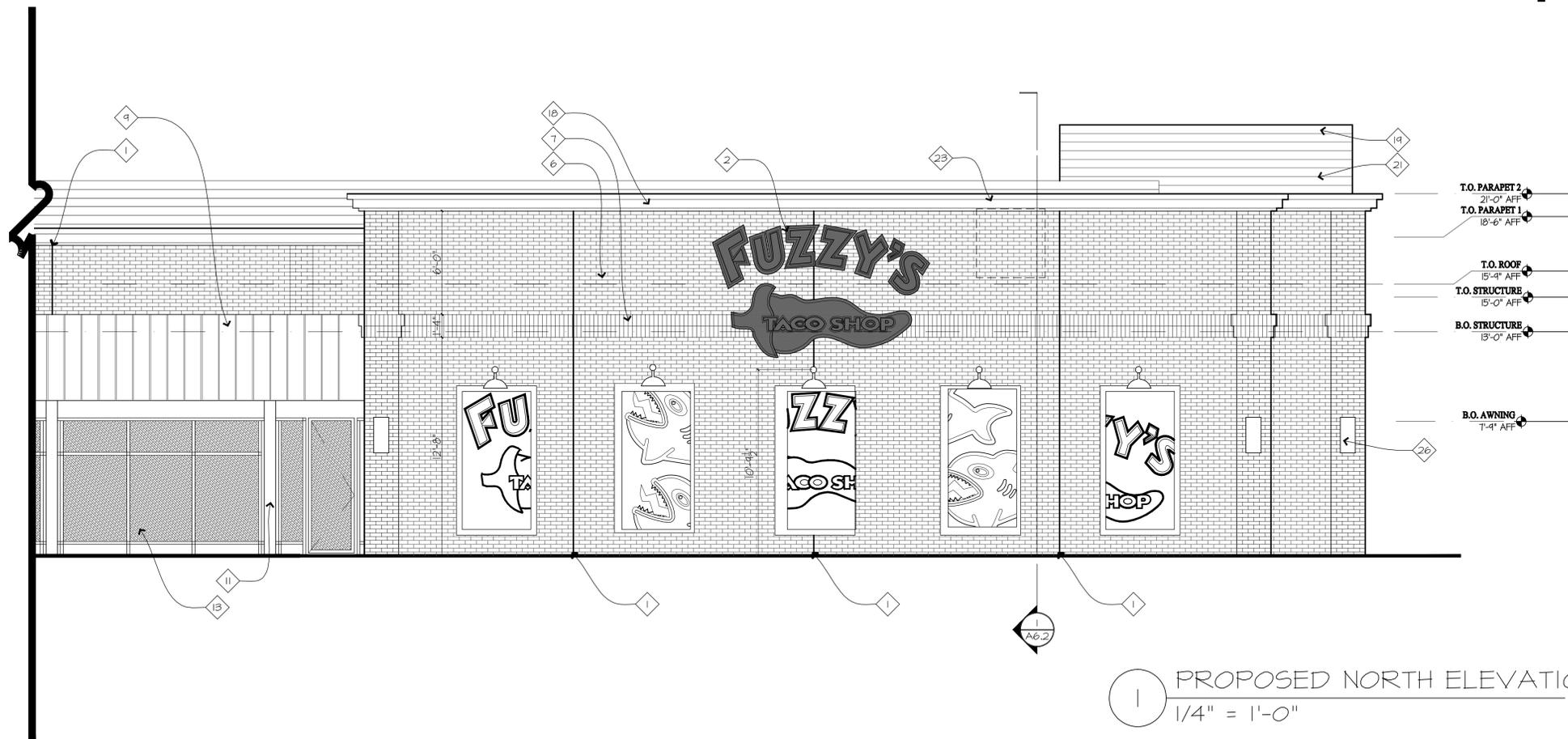
TITLE
LANDSCAPE PLAN

PROJECT	Fuzzy's Taco WP	SHEET	L.1
DWG SIZE:	24X36	SCALE	1"=10'
REV	-	SHEET	1 OF 2



2 PROPOSED NORTH ELEVATION
1/4" = 1'-0"

KEYNOTES	
NO.	DESCRIPTION
1	Masonry Control Joint.
2	Sign location, verify sign requirements with City Zoning Code. Signage by others.
3	Frame, Ref: 5 Series.
4	Fireplace flue, per code.
5	Roof drain, Primary 8" sq. scupper with down spout and conductor. Secondary 8" sq. scupper, elevation 2" above primary.
6	BR-1 Brick: Creme
7	BR-2 Brick: Medium Brown
8	MTL-1 16" Standing Seam: Bronze
9	MTL-2 16" Standing Seam: Galvanized
10	MTL-3 Corrugated Metal Sheets as Mechanical Screen
11	PT-1 Canopy Post: Metal, 6x6, Painted P-20
12	F-1 Fencing - black iron, 42" h
13	F-2 Fencing - black iron - Solid coverage, 8h
14	P-20 Paint (Silver)
15	P-21 Paint (Bronze)
16	P-22 Paint (Creme, Match BR-1)
17	RD-1 Metal Roof Drain: Paint P-21
18	CN-1 Cornice, Triple Edge. TBD
19	CN-2 Cornice, 6" Parapet Cap. Paint P-21
20	CN-3 Cornice, 6" Parapet Cap. Paint P-22
21	SD-1 Siding Panel: composite: Miter Corners
22	CB-1 CMU: Smooth Face: Paint P-22
23	HVAC EQUIPMENT 48" H
24	Repetitive brick pattern
25	SD-2 Siding: Ship-lap Panel: composite: Miter Corners
26	Score, Refer to lighting plan



1 PROPOSED NORTH ELEVATION
1/4" = 1'-0"

FUZZY'S
FUZZY'S TACO SHOP
THE VILLAGE OF WILLOW PARK
WILLOW PARK, TX

708
studios
8000 ELDORADO PKWY.
SUITE 150
FRISCO, TX 75033
www.708STUDIOS.com
214.789.6196

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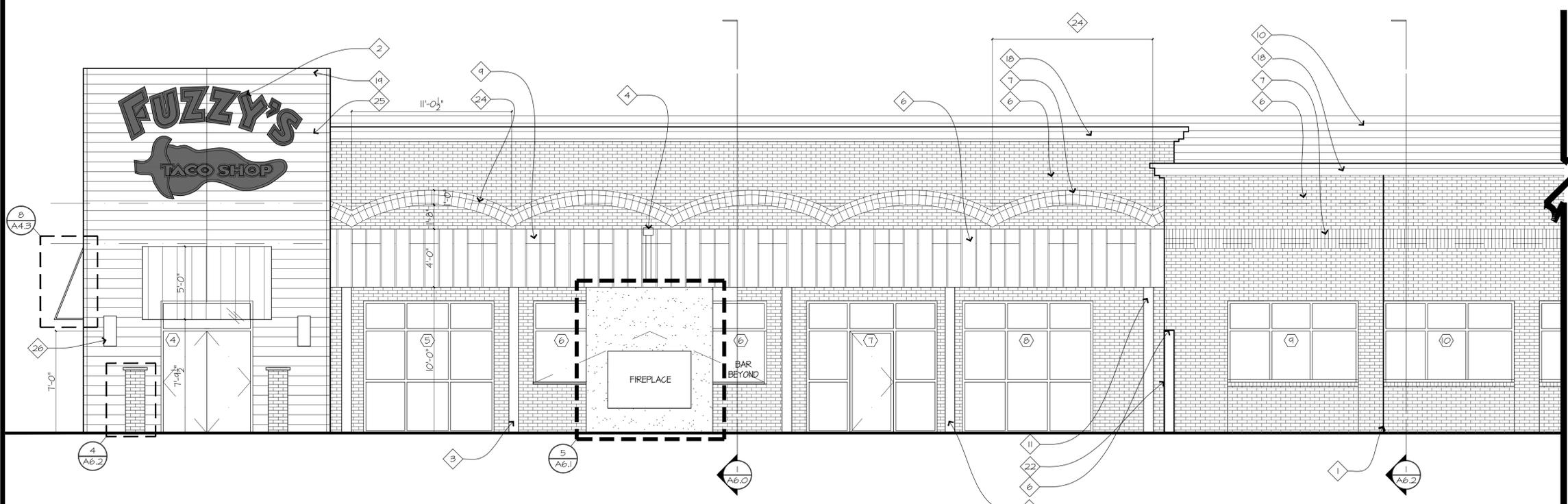
REVISIONS:

JOB No. 17002

DATE: FEB 24, 2017

EXTERIOR
ELEVATIONS

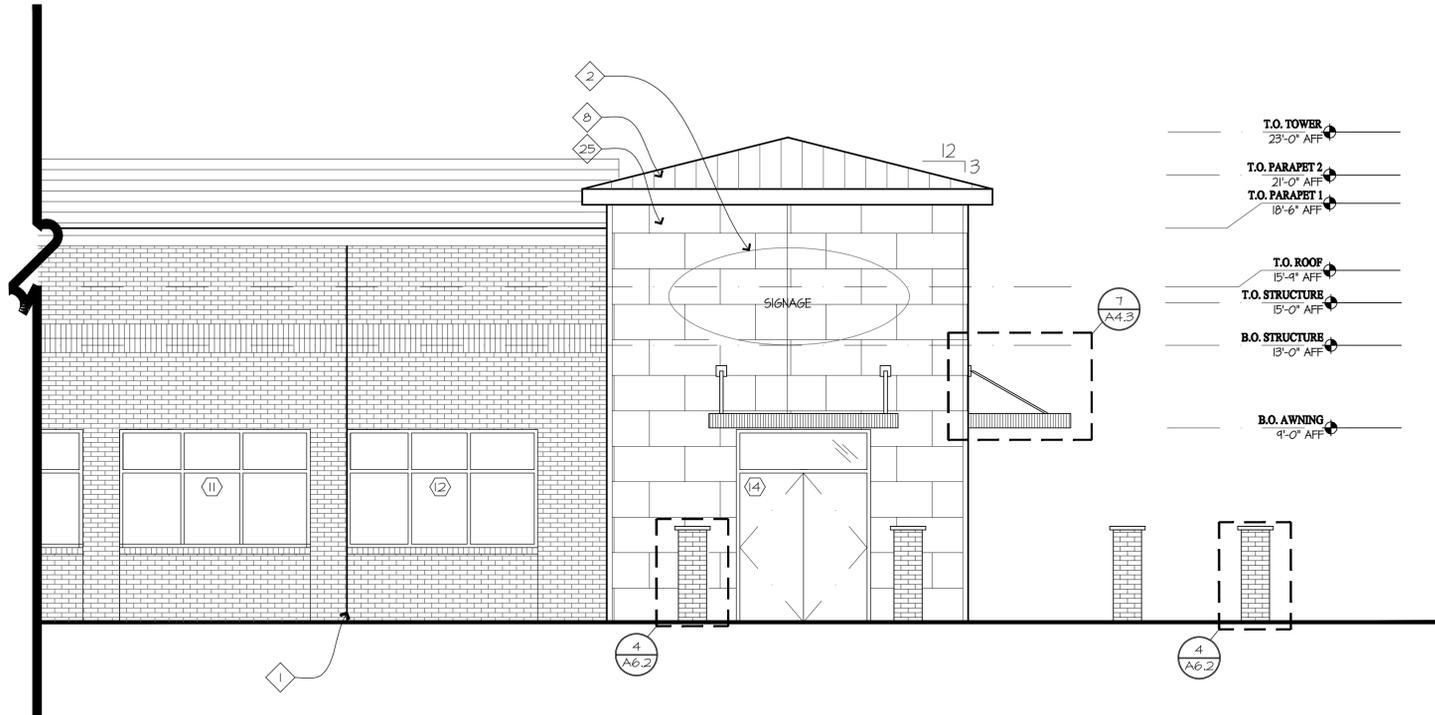
A5.2



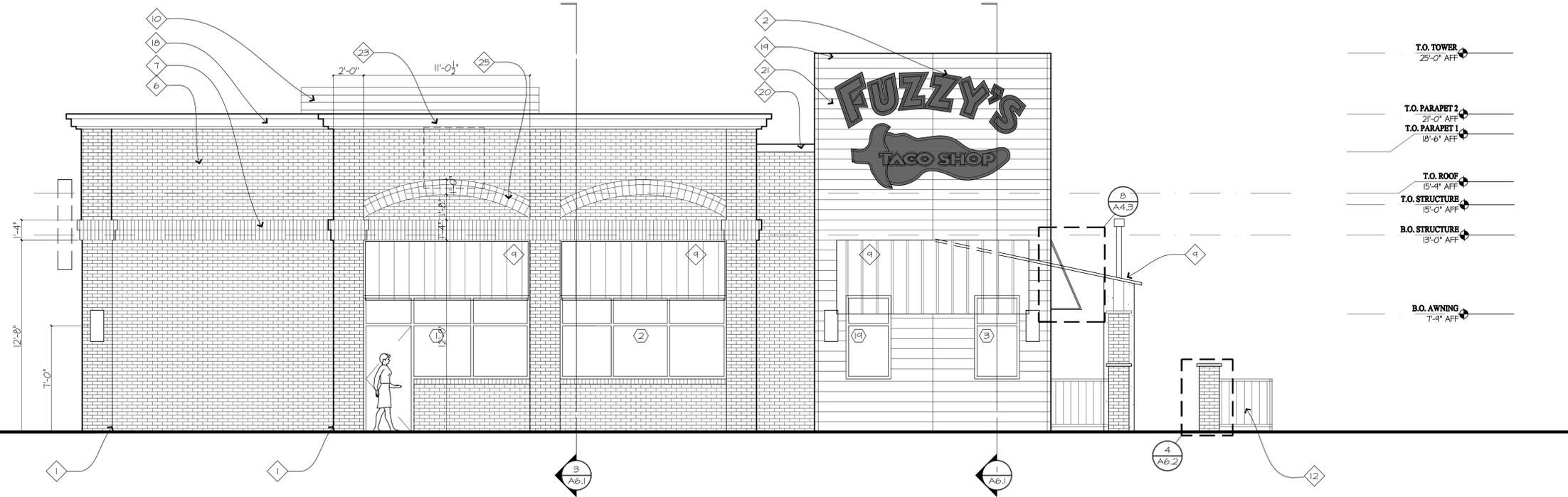
2 PROPOSED SOUTH ELEVATION
1/4" = 1'-0"

KEYNOTES	
NO.	DESCRIPTION
1	Masonry Control Joint.
2	Sign location, verify sign requirements with City Zoning Code. Signage by others.
3	Frame, Ref: S Series.
4	Fireplace flue, per code.
5	Roof drain, Primary 8" sq. scupper with down spout and conductor. Secondary 8" sq. scupper, elevation 2" above primary.
6	BR-1 Brick: Creme
7	BR-2 Brick: Medium Brown
8	MTL-1 16" Standing Seam: Bronze
9	MTL-2 16" Standing Seam: Galvanized
10	MTL-3 Corrugated Metal Sheets as Mechanical Screen
11	PT-1 Canopy Post: Metal, 6x6, Painted P-20
12	F-1 Fencing - black iron, 42" h
13	F-2 Fencing - black iron - Solid coverage, 8'h
14	P-20 Paint (Silver)
15	P-21 Paint (Bronze)
16	P-22 Paint (Creme, Match BR-1)
17	RD-1 Metal Roof Drain: Paint P-21
18	CN-1 Cornice, Triple Edge. TBD
19	CN-2 Cornice, 6" Parapet Cap, Paint P-21
20	CN-3 Cornice, 6" Parapet Cap, Paint P-22
21	SD-1 Sliding Panel: composite: Miter Corners
22	CB-1 CMU: Smooth Face: Paint P-22
23	HVAC EQUIPMENT 48" H
24	Repetitive brick pattern
25	SD-2 Sliding: Ship-lap Panel: composite: Miter Corners
26	Score, Refer to lighting plan

EXTERIOR MATERIAL LEGEND						
TAG	DESCRIPTION	VENDOR	COLOR	CONTACT	GROUT	COURSING
BR-1	Brick: Creme	CLOUD CERAMICS	Brown tweed velour	Blackson Bricks Co (214) 855-5051	Spectrum "Texas Tan"	Standard Running Bond
BR-2	Brick: Medium Brown	CLOUD CERAMICS	Ebony, velour	Blackson Bricks Co (214) 855-5051	Spectrum "Texas Tan"	Per elevation
MTL-1	16" Standing Seam: Bronze					
MTL-2	16" Standing Seam: Galvanized					
MTL-3	Corrugated Metal Sheets as Mechanical Screen					
PT-1	Canopy Post: Metal, 6x6, Painted P-20					
F-1	Fencing - black iron, 42" h					
F-2	Fencing - black iron - Solid coverage, 8'h					
P-20	Paint (Silver)			REFER TO FINISH SCHEDULE A2.6		
P-21	Paint (Bronze)			REFER TO FINISH SCHEDULE A2.6		
P-22	Paint (Creme, Match BR-1)			REFER TO FINISH SCHEDULE A2.6		
RD-1	Metal Roof Drain: Paint P-21					
CN-1	Cornice, Triple Edge. TBD					
CN-2	Cornice, 6" Parapet Cap, Paint P-21					
CN-3	Cornice, 6" Parapet Cap, Paint P-22					
SD-1	Sliding: Ship-lap 8" composite: Miter Corners	NICHHA SIDING	Industrial Black			
SD-2	Sliding: Ship-lap 8" composite: Miter Corners	NICHHA SIDING	Rough Sawn, Tobacco			
CB-1	CMU: Smooth Face: Paint P-22					

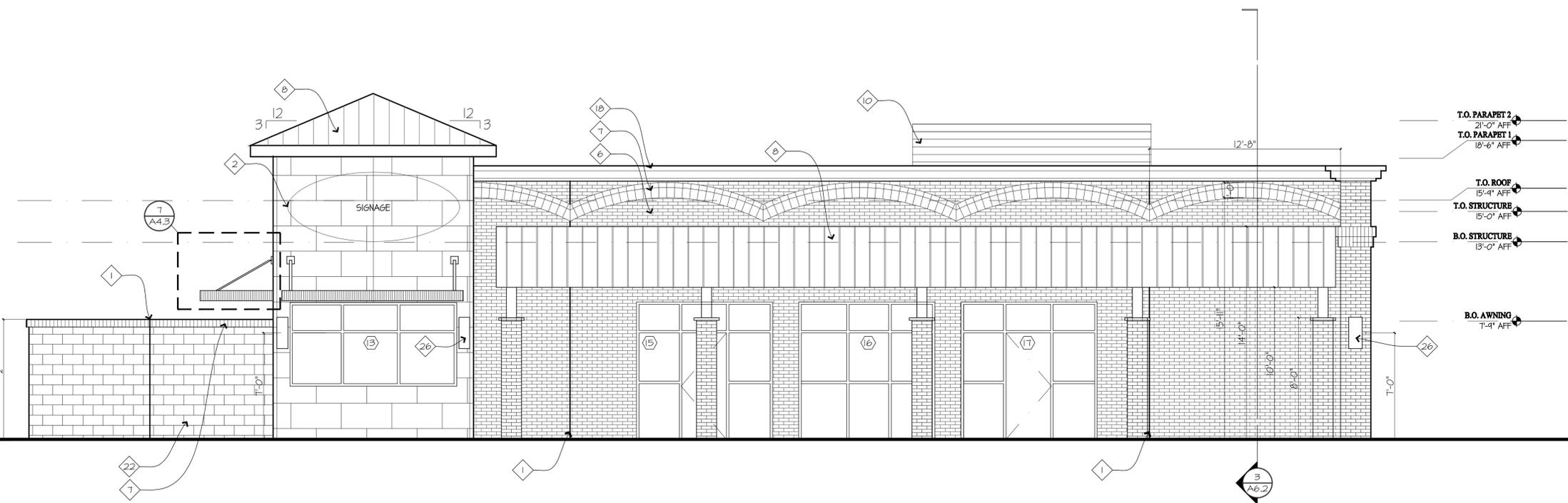


1 PROPOSED SOUTH ELEVATION
1/4" = 1'-0"



2 PROPOSED EAST ELEVATION
1/4" = 1'-0"

KEYNOTES	
NO.	DESCRIPTION
1	Masonry Control Joint.
2	Sign location, verify sign requirements with City Zoning Code. Signage by others.
3	Frame, Ref: 5 Series.
4	Fireplace Flue, per code.
5	Roof drain, Primary 8" sq, scupper with down spout and conductor. Secondary 8" sq, scupper, elevation 2" above primary.
6	(BR-1) Brick: Creme
7	(BR-2) Brick: Medium Brown
8	(MTL-1) 16" Standing Seam: Bronze
9	(MTL-2) 16" Standing Seam: Galvanized
10	(MTL-3) Corrugated Metal Sheets as Mechanical Screen
11	(PT-1) Canopy Post: Metal, 6x6, Painted P-20
12	(F-1) Fencing - black Iron, 42"h
13	(F-2) Fencing - black Iron- Solid coverage, 8h
14	(P-20) Paint (Silver)
15	(P-21) Paint (Bronze)
16	(P-22) Paint (Creme, Match BR-1)
17	(RD-1) Metal Roof Drain: Paint P-21
18	(CN-1) Cornice, Triple Edge, TBD
19	(CN-2) Cornice, 6" Parapet Cap, Paint P-21
20	(CN-3) Cornice, 6" Parapet Cap, Paint P-22
21	(SD-1) Siding Panel: composite: Miter Corners
22	(CB-1) CMU: Smooth Face: Paint P-22
23	HVAC EQUIPMENT 48" H
24	Repetitive brick pattern
25	(SD-2) Siding: Ship-lap Panel: composite: Miter Corners
26	Scance, Refer to lighting plan



1 PROPOSED WEST ELEVATION
1/4" = 1'-0"

FUZZY'S
 FUZZY'S TACO SHOP
 THE VILLAGE OF WILLOW PARK
 WILLOW PARK, TX


 studios
 8000 ELDERADO PKWY.
 SUITE 150
 FRISCO, TX 75033
 www.708STUDIOS.com
 214.789.6196

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PROFESSIONAL STAMPS:

 LICENSE EXPIRES OCTOBER 2017

REVISIONS:

JOB No. 17002
 DATE FEB 24, 2017
 EXTERIOR ELEVATIONS
A5.3



P&Z AGENDA ITEM BRIEFING SHEET

Meeting Date: 5/9/17	Department: Community Development	Presented By: Betty Chew
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AGENDA ITEM:

Consider and act on a Preliminary Plat of Lot 1, Block 1, Lots 1-4, Block 2 & Lot 1, Block 3, Phase 1 & 2, I-20 Corridor Addition to the City of Willow Park, Parker County, Texas. Being an 18.747 Acres Subdivision out of The McKinney & Williams Survey Abstract No. 954 & The Wesley Franklin Survey, Abstract No. 468 Parker County, Texas. The property is located in the 4200 Block of I-20 Service Rd N.

BACKGROUND:

This is a preliminary plat for a proposed 18.747 acre subdivision. The owner proposes developing the subdivision in phases. Phase I of the subdivision consists of six commercial lots approximately 1 acre in size adjacent to the I-20 Service Road on the west side of Willow Park. Lot 1 Blk 4 (11.126 acres) is proposed future commercial development. The property is zoned LR/I-20 Overlay "Light Retail / I-20 Overlay District." The lots in Phase I are proposed future retail business lots.

Access to the lots will be segregated from the west bound I-20 Service Road and served by dedicated right-of-ways. Interstate Parkway (50' ROW) will run parallel to and be separated from the I-20 Service Road. Business Blvd. and Corridor Ct. will extend off Interstate Parkway and to Phase II of the subdivision. No portion of Crown Lane is planned for public dedication with this phase of the subdivision. Future right-of-way dedication of Crown Lane will be with Phase II of the subdivision. All intersection /driveway spacing meets TXDOT requirements.

The subdivision will be served by the City of Willow Park utility system. There is a twelve (12") water main located on the northeast corner of Crown Lane and I-20 Service Road. This water main will be extended to service the subdivision. Fire hydrants will be installed in the subdivision in compliance with I.S.O. regulations for commercial development. Sanitary sewer service will be provided by extension of an existing eight (8") sewer main east of the subdivision. Utility extension will be in accordance with the City of Willow Park Utility Extension Policy.

Storm water in the subdivision flows north and west. There are no existing culverts or channels on the property. An existing TXDOT culvert which passes under IH-20 east of subdivision. Improvement plans will show the extension of the culvert. This extension will be designed and approved in accordance with TXDOT guidelines. A detailed storm water drainage plan will be submitted and approved by the City Engineer with the final plat of Phase I of the subdivision. The drainage plan will determine impact on offsite properties as well as capacities of existing and proposed drainage structure.

A settlement has been executed between the City of Willow Park and the property owner regarding removal of the trees on the property.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of Preliminary Plat I-20 Corridor Subdivision.

The Planning and Zoning Commission recommends approval of the Preliminary Plat of I-20 Corridor Subdivision.

The Commission vote was 5 – 0

EXHIBITS:

Preliminary Plat.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Legislative	Presented By: Audit Committee
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AGENDA ITEM:

Annual Audit Presentation by Daniel Hungerford, CPA

BACKGROUND:

The Annual Audit was performed by George Morgan & Sneed, P.C. The audit was presented to the Audit Committee on Wednesday, May, 3, 2017 AT 9:00 A.M.

The Audit Committee instructed GMS to move forward with the final audit report. Their recommendation on the audit will be presented at the May Council Meeting.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To accept and approve the Annual Audit as Presented.

EXHIBITS:

None

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Finance	Presented By: Jake Weber
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AGENDA ITEM:

Quarterly Financial Report by Jake Weber, CPA.

BACKGROUND:

The City has continued to make progress in the transition from QuickBooks to STW and updating the financial information of the City. This will be the second quarterly financial report for the 2016-2017 fiscal year.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Financial Reports as of March 31, 2017.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



City of Willow Park
Quarterly Financial Update
Financial Reports as of March 31, 2017

Overview of Financial Reporting Progress and Transition to STW

- All accounting functions (including payroll) are now being run through STW
- Financial reports available in STW through March 2017
- Some minor reconciling items and adjustments still being investigated

Financial Highlights

	<u>General</u>	<u>Water</u>	<u>Wastewater</u>
-FY 2016-2017 Revenue Actual	\$ 2,055,923	\$ 783,768	\$ 212,527
-FY 2016-2017 Expense Actual	<u>1,525,636</u>	<u>753,360</u>	<u>140,435</u>
-FY 2016-2017 Net Change	\$ 530,287	\$ 30,408	\$ 72,092
-FY 2016-2017 Budget	\$ 3,167,890	\$ 1,960,415	\$ 444,323
-FY 2016-2017 Revenue - Actual to Budget %	65%	40%	48%
-FY 2016-2017 Expense - Actual to Budget %	48%	38%	32%

Financial Reporting Goals

- Include additional accounting adjustments in quarterly reports
- Enhance reporting through improved layout and additional reports

Other Financial Matters

- Audit report has been finalized and audit adjustments will be recorded shortly

Financial Report Attachments

- FY 2016-2017 Profit & Loss Budget vs Actual for General Fund, Water Fund, Wastewater Fund
- Statement of Bank Account Balances

**General Fund
Profit & Loss Budget vs Actual
For the Six Months Ended March 31, 2017**

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenues					
10-46070-000	Building Permits	120,000.00	44,781.43	75,218.57	37.32%
10-46071-000	Health Permits	9,000.00	7,725.00	1,275.00	85.83%
10-46072-000	Subcontractors Permits	25,000.00	3,480.00	21,520.00	13.92%
10-46073-000	Registration Fees	7,500.00	4,760.00	2,740.00	63.47%
10-46075-000	OSSF Permits	600.00	4,200.00	(3,600.00)	700.00%
10-46077-000	Plan Review	25,000.00	15,799.10	9,200.90	63.20%
10-46084-000	Rental Inspections	750.00	200.00	550.00	26.67%
10-46076-000	Well Application Fee	1,500.00	-	1,500.00	0.00%
10-46092-000	NSF FEES	-	35.00	(35.00)	0.00%
10-40011-000	Miscellaneous	-	10,798.97	(10,798.97)	0.00%
10-40018-000	Misc Franchise	-	1,500.00	(1,500.00)	0.00%
10-40023-000	Technology Fund	-	185.54	(185.54)	0.00%
10-40039-000	Service Revenue	-	25.00	(25.00)	0.00%
10-46005-000	Interest - Operating Fund	-	3,234.47	(3,234.47)	0.00%
10-46043-001	ADJUSTMENT TO REVENUE	113,991.00	19.78	113,971.22	0.02%
10-46000-001	M & O TAX	1,328,013.00	1,168,069.57	159,943.43	87.96%
10-46001-001	SALES TAX	805,117.00	415,521.13	389,595.87	51.61%
10-46002-001	MIXED BEVERAGE TAX	18,000.00	10,529.25	7,470.75	58.50%
10-46003-001	AUTO/TRAILER TAXES	-	210.44	(210.44)	0.00%
10-46007-001	DELINQUENT TAXES	20,000.00	16,932.91	3,067.09	84.66%
10-46020-001	TXU ELECTRIC	175,284.00	168,199.59	7,084.41	95.96%
10-46021-001	A T & T	55,000.00	38,778.56	16,221.44	70.51%
10-46022-001	TEXAS GAS	3,600.00	3,715.32	(115.32)	103.20%
10-46025-001	MISC. FRANCHISE	2,500.00	1,246.96	1,253.04	49.88%
10-46027-001	MESH NET	3,024.00	1,260.00	1,764.00	41.67%
10-46028-001	WATER FRANCHISE FEE	98,020.00	-	98,020.00	0.00%
10-46040-001	USPS CONTRACT UNIT	5,000.00	3,828.36	1,171.64	76.57%
10-46041-001	REFUNDS/BANK CREDITS	-	2,073.85	(2,073.85)	0.00%
10-46046-001	OTHER REIMBURSEABLES	12,000.00	638.00	11,362.00	5.32%
10-46047-001	BOND PROCEEDS	-	6,512.89	(6,512.89)	0.00%
10-46100-001	FROM GENERAL FUND RESERVE	113,491.00	-	113,491.00	0.00%
10-46023-003	CERTIFICATE OF OCCUPANCY	-	750.00	(750.00)	0.00%
10-46079-003	Backflow Inspections	-	200.00	(200.00)	0.00%
10-46082-003	Reviews/ Requests	2,000.00	1,222.53	777.47	61.13%
10-46089-003	IRRIGATION	-	100.00	(100.00)	0.00%
10-46091-003	FINES & PENALTIES	-	200.00	(200.00)	0.00%
10-46095-003	Fire Alarms	-	1,000.00	(1,000.00)	0.00%
10-46030-004	VFD Contributions	-	391.86	(391.86)	0.00%
10-46035-004	Parker County Run Funds	15,000.00	-	15,000.00	0.00%
10-46099-004	FIRE SPRINKLER	-	1,000.00	(1,000.00)	0.00%
10-46060-006	Non-Parking	195,000.00	98,475.00	96,525.00	50.50%
10-46061-006	Parking	300.00	780.00	(480.00)	260.00%
10-46062-006	Warrants/CAPIAS	1,200.00	871.70	328.30	72.64%
10-46063-006	State Law - Class C	12,000.00	9,630.91	2,369.09	80.26%
10-46064-006	Court Administration	-	8.00	(8.00)	0.00%
10-46065-006	COURT SECURITY	-	1,524.57	(1,524.57)	0.00%
10-46066-006	TIME PAYMENT	-	344.52	(344.52)	0.00%

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
10-46067-006	MC TECH FEE	-	2,258.92	(2,258.92)	0.00%
10-46085-006	Seat Belt	-	691.24	(691.24)	0.00%
10-46041-007	REFUNDS/BANK CREDITS	-	1,539.00	(1,539.00)	0.00%
10-46051-007	POLICE CONTRIBUTIONS	-	165.26	(165.26)	0.00%
10-46053-007	ACCIDENT REPORTS	-	359.00	(359.00)	0.00%
10-46090-008	ROAD CONTRIBUTIONS	-	112.00	(112.00)	0.00%
10-46096-008	PARK CONTRIBUTIONS	-	37.00	(37.00)	0.00%
Total Revenues		3,167,890.00	2,055,922.63	1,111,967.37	64.90%
Personnel Expenditures					
10-58100-000	SALARIES	1,646,294.00	821,218.49	825,075.51	49.88%
10-58101-000	PAYROLL EXPENSE	30,557.00	11,419.23	19,137.77	37.37%
10-58102-000	WORKERS COMPENSATION	28,050.00	43,201.92	(15,151.92)	154.02%
10-58103-000	HEALTH INSURANCE	191,500.00	61,932.37	129,567.63	32.34%
10-58104-000	RETIREMENT	110,704.00	56,869.90	53,834.10	51.37%
10-58105-000	UNEMPLOYMENT INSURANCE	6,624.00	916.05	5,707.95	13.83%
10-58107-000	CELL PHONE STIPEND	7,560.00	-	7,560.00	0.00%
10-58109-000	CERTIFICATE PAY/SUPPL DUTIES	25,084.00	-	25,084.00	0.00%
10-58125-000	DENTAL INSURANCE	14,453.00	4,628.04	9,824.96	32.02%
10-58126-000	LIFE INSURANCE	5,472.00	1,874.94	3,597.06	34.26%
10-58110-000	OVERTIME	37,949.00	8,172.40	29,776.60	21.54%
10-58124-000	FLOATER SHIFTS	14,500.00	242.40	14,257.60	1.67%
Total Personnel Expenditures		2,118,747.00	1,010,475.74	1,108,271.26	47.69%
Supplies, Maintenance & Admin					
10-58200-000	POSTAGE & SHIPPING	4,620.00	506.08	4,113.92	10.95%
10-58201-000	OFFICE SUPPLIES (CONSUMABLES)	13,200.00	5,361.10	7,838.90	40.61%
10-58202-000	FLOWERS/ GIFTS/ PLAQUES	1,300.00	895.94	404.06	68.92%
10-58203-000	GOVERNMENTAL & MISC SUPPLIES	13,100.00	5,741.72	7,358.28	43.83%
10-58204-000	PRINTING & BINDING	2,973.00	1,041.37	1,931.63	35.03%
10-58205-000	MINOR EQUIPMENT: OFFICE	2,200.00	9.01	2,190.99	0.41%
10-58208-000	UNIFORMS & SUPPLIES	9,800.00	5,853.70	3,946.30	59.73%
10-58215-000	USPS CONTRACT UNIT	-	442.60	(442.60)	0.00%
10-58265-000	OPERATING SUPPLIES (NON-CONSUM)	6,100.00	6,328.35	(228.35)	103.74%
10-58266-000	MINOR EQUIPMENT: FIELD	23,265.00	5,838.96	17,426.04	25.10%
10-58400-000	TRAVEL & TRAINING	32,600.00	8,240.31	24,359.69	25.28%
10-58402-000	ADVERTISING & LEGAL NOTICES	13,000.00	2,083.35	10,916.65	16.03%
10-58404-000	PROPERTY & LIABILITY	29,963.00	41,556.26	(11,593.26)	138.69%
10-58407-000	DUES, MEMBERSHIPS, & LICENSES	8,180.00	11,539.34	(3,359.34)	141.07%
10-58410-000	SUBSCRIPTIONS & PUBLICATIONS	2,700.00	3,411.00	(711.00)	126.33%
10-58414-000	FINANCE CHARGES	150.00	346.63	(196.63)	231.09%
10-58415-000	FINES & PENALTIES	-	2.21	(2.21)	0.00%
10-58450-000	GOVERNMENT & MISC OPERATING	4,060.00	338.39	3,721.61	8.33%
10-58451-000	EQUIPMENT RENTAL	20,000.00	3,619.77	16,380.23	18.10%
10-58606-000	TECHNOLOGY: OFFICE & FIELD	-	5,125.00	(5,125.00)	0.00%
10-58207-000	MV REPAIR & MAINTENACE	53,500.00	20,683.72	32,816.28	38.66%
10-58270-000	MV FUEL	38,000.00	13,603.58	24,396.42	35.80%
10-58423-000	Food Service Inspector	-	900.00	(900.00)	0.00%
10-58127-000	PHYSICALS & GYM MEMBERSHIPS	-	59.00	(59.00)	0.00%
10-58217-000	MEDICAL SUPPLIES	2,500.00	1,573.40	926.60	62.94%
10-58253-000	SAFETY EQUIPMENT & SUPPLIES	5,400.00	665.89	4,734.11	12.33%
10-58260-000	BUILDING & FACILITIES MAINT	30,000.00	1,491.18	28,508.82	4.97%
10-58278-000	EMERGENCY RESPONSE SUPPLIES	8,000.00	4,765.15	3,234.85	59.56%
10-58405-000	REPAIR & MAINTENANCE	10,300.00	7,690.76	2,609.24	74.67%

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
10-58269-005	PROMOTIONS	-	3,000.00	(3,000.00)	0.00%
10-58408-005	SPECIAL EVENTS	-	280.00	(280.00)	0.00%
10-58419-005	Elections Administration	7,500.00	-	7,500.00	0.00%
10-58421-006	Municipal Judge	14,600.00	2,000.00	12,600.00	13.70%
10-58422-006	Magistrate	-	600.00	(600.00)	0.00%
10-58304-007	MOBILE TELEPHONE	1,920.00	-	1,920.00	0.00%
10-58420-007	INMATE HOUSING	-	705.00	(705.00)	0.00%
10-58462-007	ANIMAL CONTROL	-	22,500.00	(22,500.00)	0.00%
10-58601-007	VEHICLES	-	(5,074.75)	5,074.75	0.00%
10-58209-008	STREETS	-	9,272.53	(9,272.53)	0.00%
10-58227-008	ICE & INCLEMENT WEATHER	5,000.00	-	5,000.00	0.00%
10-58261-008	City Hall	-	1,380.00	(1,380.00)	0.00%
10-58412-008	Other Rental	-	198.03	(198.03)	0.00%
10-58453-008	STREETS	3,115.00	-	3,115.00	0.00%
10-58607-008	CAPITAL IMPROVEMENTS	-	(577.50)	577.50	0.00%
Total Supplies, Maintenance & Admin		367,046.00	193,997.08	173,048.92	52.85%
Contractual Services					
10-58401-000	CONSULTANTS & PROFESSIONALS	113,564.00	80,736.32	32,827.68	71.09%
10-58416-000	LEGAL/CITY ATTORNEY	42,000.00	26,234.00	15,766.00	62.46%
10-58417-000	ACCOUNTING & AUDITOR	8,000.00	31,727.76	(23,727.76)	396.60%
10-58418-000	GOVERNMENTAL SERVICES	167,035.00	44,208.54	122,826.46	26.47%
10-58426-000	SOFTWARE TECH SUPPORT	-	15,218.87	(15,218.87)	0.00%
10-58424-000	ENGINEERING/CITY ENGINEER	5,000.00	7,401.94	(2,401.94)	148.04%
10-58425-000	SOLID WASTE COLLECTION	5,000.00	47,651.80	(42,651.80)	953.04%
10-58438-000	INFORMATION TECHNOLOGY (IT)	39,500.00	14,060.82	25,439.18	35.60%
Total Contractual Services		380,099.00	267,240.05	112,858.95	70.31%
Utilities					
10-58300-008	ELECTRICITY	40,000.00	15,648.35	24,351.65	39.12%
10-58301-008	GAS	-	2,129.53	(2,129.53)	0.00%
10-58302-008	TELEPHONE: LANDLINE	5,596.00	31.77	5,564.23	0.57%
10-58305-000	COMMUNICATION SERVICES	52,911.00	36,113.18	16,797.82	68.25%
Total Utilities		98,507.00	53,922.83	44,584.17	54.74%
Total Expenditures		2,964,399.00	1,525,635.70	1,438,763.30	51.47%
Net Income		203,491.00	530,286.93	(326,795.93)	260.59%

Water Fund
Profit & Loss Budget vs Actual
For the Six Months Ended March 31, 2017

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenues					
20-45000-20	USER CHARGES	1,896,315.00	830,245.35	1,066,069.65	43.78%
20-45001-20	PENALTIES	20,000.00	9,689.32	10,310.68	48.45%
20-45002-20	NEW ACCOUNT FEES	15,000.00	4,380.00	10,620.00	29.20%
20-45003-20	TAP FEES	2,000.00	4,000.00	(2,000.00)	200.00%
20-45004-20	IMPACT FEES	-	52,595.15	(52,595.15)	0.00%
20-45005-20	INTEREST REVENUE	-	4,897.61	(4,897.61)	0.00%
20-45007-20	METER FEE	1,100.00	3,000.00	(1,900.00)	272.73%
20-45008-20	METER BOX FEE	-	2,000.00	(2,000.00)	0.00%
20-45009-20	DEVELOPMENT CONTRIBUTION/DEPOS	14,000.00	-	14,000.00	0.00%
20-45030-20	RECONNECT FEES	-	1,365.00	(1,365.00)	0.00%
20-45031-20	RETURNED CHECK FEES	-	490.88	(490.88)	0.00%
20-45041-20	REFUNDS/ BANK CREDITS	-	2,176.00	(2,176.00)	0.00%
20-45042-20	MISCELLANEOUS REVENUE	-	(131,068.52)	131,068.52	0.00%
20-45043-20	ADJUSTMENT TO REVENUE	-	(3.16)	3.16	0.00%
20-45046-20	OTHER REIMBURSABLES	12,000.00	-	12,000.00	0.00%
Total Revenues		1,960,415.00	783,767.63	1,176,647.37	39.98%
Personnel Expenditures					
20-58100-20	SALARIES	307,971.00	160,414.00	147,557.00	52.09%
20-58101-20	PAYROLL EXPENSE	5,697.00	15,312.18	(9,615.18)	268.78%
20-58102-20	WORKERS COMPENSATION	6,800.00	7,354.45	(554.45)	108.15%
20-58103-20	HEALTH INSURANCE	45,317.00	12,946.31	32,370.69	28.57%
20-58104-20	RETIREMENT	20,665.00	10,180.41	10,484.59	49.26%
20-58105-20	UNEMPLOYMENT INSURANCE	1,656.00	196.77	1,459.23	11.88%
20-58107-20	CELL PHONE STIPEND	3,780.00	-	3,780.00	0.00%
20-58108-20	EXTRA HELP	-	7,758.46	(7,758.46)	0.00%
20-58109-20	CERTIFICATE PAY/SUPPL. DUTIES	2,280.00	-	2,280.00	0.00%
20-58110-20	OVERTIME	19,066.00	6,145.32	12,920.68	32.23%
20-58125-20	DENTAL INSURANCE	3,613.00	1,007.84	2,605.16	27.89%
20-58126-20	LIFE INSURANCE	1,368.00	381.56	986.44	27.89%
Total Personnel Expenditures		418,213.00	221,697.30	196,515.70	53.01%
Operations Expenditures					
20-58265-20	OPERATING SUPPLIES (NON-CONSUM	3,000.00	4,208.78	(1,208.78)	140.29%
20-58266-20	MINOR EQUIPMENT: FIELD	12,000.00	1,211.28	10,788.72	10.09%
20-58270-20	MV FUEL	30,000.00	9,332.88	20,667.12	31.11%
20-58281-20	WATER DISTRIBUTION	96,000.00	39,211.37	56,788.63	40.85%
20-58282-20	WATER PRODUCTION	50,000.00	6,794.60	43,205.40	13.59%
20-58300-20	ELECTRICITY	100,000.00	50,751.59	49,248.41	50.75%
20-58425-20	SOLID WASTE COLLECTION	6,000.00	-	6,000.00	0.00%
20-58443-20	WELL SITE MAINTENANCE	-	26,602.05	(26,602.05)	0.00%
20-58444-20	EQUIPMENT MAINTENANCE	-	1,361.04	(1,361.04)	0.00%
20-58469-20	WATER DISTRIBUTION	42,000.00	(151,143.88)	(37,176.18)	-359.87%
20-58470-20	WATER PRODUCTION	121,500.00	20,469.52	19,030.48	16.85%
20-58451-20	EQUIPMENT RENTAL	20,000.00	1,033.20	18,966.80	5.17%
20-58607-20	CAPITAL IMPROVEMENTS	40,000.00	1,625.00	38,375.00	4.06%
Total Operations Expenditures		520,500.00	11,457.43	196,722.51	2.20%

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
Supplies, Maintenance & Admin					
20-58127-20	PHYSICALS & GYM MEMBERSHIPS	200.00	-	200.00	0.00%
20-58200-20	POSTAGE & SHIPPING	10,000.00	5,978.80	4,021.20	59.79%
20-58201-20	OFFICE SUPPLIES (CONSUMABLES)	3,500.00	3,760.21	(260.21)	107.43%
20-58202-20	FLOWERS/GIFTS/PLAQUES	300.00	-	300.00	0.00%
20-58203-20	GOVERNMENTAL & MISC. SUPPLIES	2,000.00	338.57	1,661.43	16.93%
20-58204-20	PRINTING & BINDING	-	(60.00)	60.00	0.00%
20-58205-20	MINOR EQUIPMENT: OFFICE	3,000.00	251.30	2,748.70	8.38%
20-58206-20	MEDICAL SUPPLIES	500.00	-	500.00	0.00%
20-58207-20	MV REPAIR & MAINTENANCE	18,000.00	5,784.52	12,215.48	32.14%
20-58208-20	UNIFORMS & SUPPLIES	6,500.00	2,980.24	3,519.76	45.85%
20-58214-20	Finance Charges	-	630.31	(630.31)	0.00%
20-58227-20	ICE & INCLEMENT WEATHER	2,000.00	-	2,000.00	0.00%
20-58253-20	SAFETY EQUIPMENT & SUPPLIES	2,500.00	-	2,500.00	0.00%
20-58260-20	BUILDING & FACILITIES MAINTENA	24,000.00	3,169.85	20,830.15	13.21%
20-58268-20	SUBSCRIPTIONS & PUBLICATIONS	5,000.00	-	5,000.00	0.00%
20-58302-20	TELEPHONE: LANDLINE	-	354.12	(354.12)	0.00%
20-58304-20	MOBILE TELEPHONE	4,000.00	2,335.57	1,664.43	58.39%
20-58305-20	COMMUNICATION SERVICES	10,000.00	2,843.15	7,156.85	28.43%
20-58400-20	TRAVEL & TRAINING	8,500.00	635.77	7,864.23	7.48%
20-58402-20	ADVERTISING & LEGAL NOTICES	-	68.75	(68.75)	0.00%
20-58403-20	PRINTING & BINDING	500.00	-	500.00	0.00%
20-58404-20	PROPERTY & LIABILITY	16,650.00	4,408.08	12,241.92	26.47%
20-58405-20	REPAIR & MAINTENANCE	24,000.00	2,110.90	21,889.10	8.80%
20-58407-20	DUES, MEMBERSHIPS, & LICENSES	1,850.00	111.00	1,739.00	6.00%
20-58409-20	PERMITS & APPLICATIONS	5,000.00	4,798.65	201.35	95.97%
20-58411-20	PROPERTY DAMAGE	-	(2,176.00)	2,176.00	0.00%
20-58414-20	FINANCE CHARGES	-	331.19	(331.19)	0.00%
20-58415-20	FINES & PENALTIES	-	39.00	(39.00)	0.00%
20-58450-20	GOVERNMENT & MISC. OPERATING	11,000.00	1,173.17	9,826.83	10.67%
20-58476-20	REIMBURSABLES & REFUNDS	6,000.00	-	6,000.00	0.00%
Total Supplies, Maintenance & Admin		165,000.00	39,867.15	125,132.85	24.16%
Contractual Services					
20-58401-20	CONSULTANTS & PROFESSIONALS	146,500.00	13,462.30	133,037.70	9.19%
20-58416-20	LEGAL/CITY ATTORNEY	3,000.00	-	3,000.00	0.00%
20-58417-20	ACCOUNTING & AUDITOR	8,000.00	10,714.12	(2,714.12)	133.93%
20-58418-20	GOVERNMENTAL SERVICES	-	1,278.06	(1,278.06)	0.00%
20-58424-20	ENGINEERING/CITY ENGINEER	36,000.00	-	36,000.00	0.00%
20-58426-20	SOFTWARE TECH SUPPORT	-	3,708.75	(3,708.75)	0.00%
20-58438-20	INFORMATION TECHNOLOGY (IT)	22,600.00	2,107.84	20,492.16	9.33%
Total Contractual Services		216,100.00	31,271.07	184,828.93	14.47%
Account Transfers and Bond Activity					
20-58716-20	PAYING AGENT FEES	-	625.00	(625.00)	0.00%
20-58735-20	2010 REFUNDING	-	259,300.00	(259,300.00)	0.00%
20-58736-20	2012 REFUNDING	-	99,200.00	(99,200.00)	0.00%
20-58741-20	TRANSFER TO GENERAL FUND	98,020.00	-	98,020.00	0.00%
20-58746-20	2014 TWDB COB	-	35,394.00	(35,394.00)	0.00%
20-58748-20	2016 TWDB COB	-	4,344.25	(4,344.25)	0.00%
20-58749-20	PP FINANCE CONTRACT 6804	-	9,105.56	(9,105.56)	0.00%
20-58753-20	TRANSFER TO DEBT SERVICE	490,204.00	-	490,204.00	0.00%
20-58755-20	2015 COB	-	41,097.82	(41,097.82)	0.00%

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
Total Account Transfers and Bond Activity		588,224.00	449,066.63	139,157.37	76.34%
Total Expenditures		1,908,037.00	753,359.58	842,357.36	39.48%
Net Income		52,378.00	30,408.05	334,290.01	58.06%

Wastewater Fund
Profit & Loss Budget vs Actual
For the Six Months Ended March 31, 2017

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
Revenues					
30-45000-30	USER CHARGES	444,323.00	186,974.85	257,348.15	42.08%
30-45003-30	TAP FEES	-	4,250.00	(4,250.00)	0.00%
30-45004-30	IMPACT FEES	-	24,757.92	(24,757.92)	0.00%
30-45005-30	INTEREST REVENUE	-	61.32	(61.32)	0.00%
30-45041-30	REFUNDS/BANK CREDITS	-	220.40	(220.40)	0.00%
30-45047-30	MISCELLANEOUS REVENUE	-	(3,737.60)	3,737.60	0.00%
Total Revenues		444,323.00	212,526.89	231,796.11	47.83%
Operations Expenditures					
30-58212-30	WASTEWATER SUPPLIES	-	1,982.00	(1,982.00)	0.00%
30-58265-30	OPERATING SUPPLIES (NON-CONSUM	30,000.00	16,867.84	13,132.16	56.23%
30-58266-30	MINOR EQUIPMENT: FIELD	2,000.00	207.44	1,792.56	10.37%
30-58270-30	MV FUEL	2,400.00	-	2,400.00	0.00%
30-58279-30	WASTEWATER COLLECTION	3,000.00	1,866.52	1,133.48	62.22%
30-58280-30	WASTEWATER TREATMENT	3,000.00	7,013.60	(4,013.60)	233.79%
30-58300-30	ELECTRICITY	15,000.00	16,052.43	(1,052.43)	107.02%
30-58409-30	PERMITS & APPLICATIONS	2,000.00	3,396.14	(1,396.14)	169.81%
30-58425-30	SOLID WASTE COLLECTION	24,000.00	38,938.06	(14,938.06)	162.24%
30-58445-30	LIFT STATION EQUIPMENT MAINTEN	-	2,603.85	(2,603.85)	0.00%
30-58450-30	GOVERNMENT & MISC OPERATING	2,400.00	-	2,400.00	0.00%
30-58468-30	WASTEWATER TREATMENT	36,000.00	8,562.54	36,000.00	23.78%
30-58607-30	CAPITAL IMPROVEMENTS	-	(40,765.41)	40,765.41	0.00%
Total Operations Expenditures		119,800.00	56,725.01	71,637.53	47.35%
Personnel Expenditures					
30-58100-30	SALARIES	70,757.00	40,832.58	29,924.42	57.71%
30-58101-30	PAYROLL EXPENSE	1,309.00	588.55	720.45	44.96%
30-58102-30	WORKERS COMPENSATION	1,700.00	2,425.85	(725.85)	142.70%
30-58103-30	HEALTH INSURANCE	12,500.00	4,565.15	7,934.85	36.52%
30-58104-30	RETIREMENT	4,748.00	2,796.92	1,951.08	58.91%
30-58105-30	UNEMPLOYMENT INSURANCE	414.00	18.55	395.45	4.48%
30-58107-30	CELL PHONE STIPEND	1,080.00	-	1,080.00	0.00%
30-58109-30	CERTIFICATE PAY/SUPPL. DUTIES	1,199.00	-	1,199.00	0.00%
30-58110-30	OVERTIME	2,496.00	-	2,496.00	0.00%
30-58125-30	DENTAL INSURANCE	903.00	359.12	543.88	39.77%
30-58126-30	LIFE INSURANCE	342.00	135.96	206.04	39.75%
Total Personnel Expenditures		97,448.00	51,722.68	45,725.32	53.08%
Supplies, Maintenance & Admin					
30-58200-30	POSTAGE & SHIPPING	-	23.12	(23.12)	0.00%
30-58201-30	OFFICE SUPPLIES (CONSUMABLES)	1,200.00	1,932.50	(732.50)	161.04%
30-58203-30	GOVERNMENTAL & MISC. SUPPLIES	1,200.00	-	1,200.00	0.00%
30-58205-30	MINOR EQUIPMENT: OFFICE	1,000.00	-	1,000.00	0.00%
30-58207-30	MV REPAIR & MAINTENANCE	2,400.00	622.28	1,777.72	25.93%
30-58208-30	UNIFORMS & SUPPLIES	3,000.00	-	3,000.00	0.00%
30-58253-30	SAFETY EQUIPMENT & SUPPLIES	3,000.00	-	3,000.00	0.00%
30-58260-30	BUILDING & FACILITIES MAINTENANCE	1,200.00	69.97	1,130.03	5.83%

Account	Description	Adopted Budget	YTD Actual	Amount Remaining	Pct Spent/ Collected
30-58304-30	MOBILE TELEPHONE	1,200.00	-	1,200.00	0.00%
30-58305-30	COMMUNICATION SERVICES	7,400.00	-	7,400.00	0.00%
30-58400-30	TRAVEL & TRAINING	10,000.00	2,182.83	7,817.17	21.83%
30-58402-30	ADVERTISING & LEGAL NOTICES	200.00	-	200.00	0.00%
30-58404-30	PROPERTY & LIABILITY	5,500.00	4,408.08	1,091.92	80.15%
30-58405-30	REPAIR & MAINTENANCE	12,000.00	-	12,000.00	0.00%
30-58407-30	DUES, MEMBERSHIPS, & LICENSES	800.00	-	800.00	0.00%
30-58410-30	SUBSCRIPTIONS & PUBLICATIONS	-	520.00	(520.00)	0.00%
30-58415-30	FINES & PENALTIES	14,676.00	3,669.00	11,007.00	25.00%
Total Supplies, Maintenance & Admin		64,776.00	13,427.78	51,348.22	20.73%
Contractual Services					
30-58401-30	CONSULTANTS & PROFESSIONALS	31,500.00	4,376.84	27,123.16	13.89%
30-58416-30	LEGAL/CITY ATTORNEY	3,600.00	-	3,600.00	0.00%
30-58417-30	ACCOUNTING & AUDITOR	8,000.00	4,900.00	3,100.00	61.25%
30-58418-30	GOVERNMENTAL SERVICES	12,000.00	4,467.00	7,533.00	37.23%
30-58424-30	ENGINEERING/CITY ENGINEER	12,000.00	2,707.50	9,292.50	22.56%
30-58438-30	INFORMATION TECHNOLOGY (IT)	4,000.00	2,107.84	1,892.16	52.70%
Total Contractual Services		71,100.00	18,559.18	52,540.82	26.10%
Total Expenditures		353,124.00	140,434.65	221,251.89	39.77%
Net Income		91,199.00	72,092.24	10,544.22	79.05%

**City of Willow Park
Bank Account Balances**

	<u>At 3/31/2017</u>	<u>At 12/31/2016</u>
<u>FFB Bank Accounts</u>		
Abatement	\$ 5,011.24	\$ 5,005.58
Capital Equipment/Replacement Fund	35,076.73	35,037.07
Court Security	13,539.67	13,524.37
Court Technology	23,843.50	25,101.44
Construction Fund - Building	4,614,200.01	4,609,137.31
Construction Fund - Roads	2,278,977.39	2,276,476.89
Debt Service	583,298.63	711,877.10
Drainage	988.27	987.15
Emergency Disaster Reserve	1,002.29	1,001.16
EPA Super Fund	5,011.24	5,005.58
General Fund Capital Improvements	-	-
General Fund Cash Reserve	227,000.24	226,743.59
General Operating (General, Wastewater, Water)	4,030,355.47	955,844.18
Grant	2,349.19	2,346.53
Parks & Roads Donations	7,252.27	2,249.47
Personnel Support	11,273.20	11,260.45
Police Seizure (Federal)	1,592.24	1,590.44
Police Seizure (State)	37,359.61	33,376.66
Solid Waste	134,401.83	134,249.88
Tourism	34,852.94	30,767.81
Wastewater Cash Reserve	-	-
Wastewater Capital Improvements	1,617.48	1,615.65
Water Cash Reserve	125,243.85	125,102.24
Water Capital Improvements	282,481.94	282,162.56
	<u>\$ 12,456,729.23</u>	<u>\$ 9,490,463.11</u>
<u>TexStar Accounts</u>		
TexStar Capital Equipment/Replacement	\$ 42,548.21	\$ 42,487.81
TexStar Economic Development	52,296.22	52,222.05
TexStar General Fund Capital Improvements	1,011.67	1,010.02
TexStar Fund Investment	113,920.27	113,758.67
TexStar Wastewater	23,058.60	23,025.87
TexStar Water Capital Improvements	1,507,192.78	1,505,054.65
TexStar Water Investment	125,672.86	125,494.58
	<u>\$ 1,865,700.61</u>	<u>\$ 1,863,053.65</u>
<u>CD's</u>		
General Fund CD - 431549	\$ 125,315.96	\$ 125,228.23
General Fund CD - 65686	122,151.05	122,069.42
Water Fund CD - 65712	62,762.49	62,652.20
Water Fund CD - 90271	49,971.39	49,936.41
Water Deposits - 56788	105,005.15	105,005.00
Wastewater Fund CD - 431557	27,554.47	27,535.18
	<u>\$ 492,760.51</u>	<u>\$ 492,426.44</u>



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Utility Billing	Presented By: Candy Scott
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AGENDA ITEM:

To consider and approve Resolution 06-17, a resolution providing authorization for the execution of a Texas Revenue Recovery Interlocal Cooperation Agreement.

BACKGROUND:

For many years the City of Willow Park has had the same problem as other cities in utility billing. This problem is a utility customer leaving the city without notifying us and paying their final bill. As a result of this Mr. Wall asked me to look into the Texas Revenue Recovery Association. I asked Chelsey to do the research and what is in your packet is the information she received.

The TRRA is a group of 80 member cities (current number) who can collect a utility debt for one another. This comes from Texas Statutory: Texas Government Code – Municipal Utilities 552.910 and Texas Health & Safety Code 364.037.

The only cost to the city would be a \$250.00 sign-up fee (dependent on our population) and an annual fee of \$50.00. The TRRA collection ratio is 75/25%.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To accept and approve the TRRA Interlocal Cooperation Agreement.

EXHIBITS:

Email to Chelsey from Joe Price, Program Coordinator; Interlocal Cooperation Agreement and supporting documents.

ADDITIONAL INFO:	FINANCIAL INFO:	
		Cost
	Source of Funding	Utility Department Budget

CITY OF WILLOW PARK

RESOLUTION 06-17

A RESOLUTION PROVIDING AUTHORIZATION FOR THE EXECUTION OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF WILLOW PARK, TEXAS, AND THE TEXAS REVENUE RECOVERY ASSOCIATION TO ALLOW POLITICAL SUBDIVISIONS OF THE STATE TO WORK TOGETHER FOR THE COLLECTION OF PAST DUE UTILITY OR SOLID WASTE DISPOSAL SERVICE FEES; AND, PROVIDING SEVERABILITY AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park, Texas (City) is a general law municipality located in Parker County, created in accordance with the Laws of the State of Texas; and

WHEREAS, it is the intent of the City of Willow Park to protect the health, safety and welfare and wellbeing of its citizens; and

WHEREAS, the municipal offices of the City perform certain functions related to the preservation of health, safety and general welfare of its citizens; and

WHEREAS, TRRA is a consortium of local governments formed to exercise the authorities granted under Section 552.910, Texas Local Government Code and Section 364.037, Texas Health and Safety Code; and

WHEREAS, the governmental entities which are Parties to this Contract and their public constituents need a means to ensure that, to the extent allowable and feasible, unpaid utility or solid waste disposal service fees are fully and promptly collected for the benefit of their public constituents.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK THAT:

SECTION 1. AUTHORIZATION

The City Administrator is hereby authorized and directed to implement the applicable provisions of this Resolution.

SECTION 2. CONTRACT

The City Administrator is hereby authorized to enter into or execute an Interlocal Agreement attached hereto as Exhibit "A," and made a part hereof for all purposes.

SECTION 3. SEVERABILITY

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Resolution shall be held invalid, it shall not affect any valid provisions of this or any other

Resolution or Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. REPEALER

To the extent any other ordinance or resolution is inconsistent with the provisions herein it is hereby repealed and superseded by the provisions herein.

SECTION 5. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of this Resolution.

SECTION 6. EFFECTIVE DATE

This Resolution shall take effect from and after its adoption.

PASSED AND APPROVED this 9th day of May, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Kandice Garrett, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Resolution No. 06-17, did on the 9th day of May, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____

Texas Revenue Recovery Association
P.O. Box 9257, Amarillo, TX 79105
806/372-3381
www.texrevrecovery.org

TEXAS REVENUE RECOVERY ASSOCIATION

INTERLOCAL COOPERATION CONTRACT

Effective this ____ day of _____, 20____, the undersigned Local Government entities, all collectively referred to as the "Parties," enter into the following Contract:

ARTICLE ONE

ORGANIZATION, POWERS AND DUTIES

- 1.01 **NAME:** The name of the interlocal agency created by this Contract is the "Texas Revenue Recovery Association" referred to in this Contract as "TRRA."
- 1.02 **MISSION:** TRRA is a consortium of local governments formed to exercise the authorities granted under Section 552.910, Texas Local Government Code and Section 364.037, Texas Health and Safety Code, as said codes may be amended, to allow political subdivisions of the State to work together for the collection of past due utility or solid waste disposal services fees. TRRA will enable members to better serve the population of the State of Texas, to further the mission of its respective Members, and to contribute to increased and improved efficiencies in the collection of unpaid utility or solid waste disposal fees for the benefit of the member cities and their residents.
- 1.03 **AUTHORITY:** The Parties enter into this Contract pursuant to the statutory authority cited above, and the Interlocal Cooperation Act § 791.001, et seq., of the Texas Government Code. The Act authorizes, and the Parties agree, that they can cooperatively provide and achieve governmental functions and services by coordinating their efforts through this Interlocal Cooperation Contract, thereby avoiding duplication of expenses, conserving and coordinating the use of public funds, and assisting each other member in the collection of unpaid utility or solid waste disposal services fees.
- 1.04 **GOVERNMENTAL NEEDS:** The governmental entities which are Parties to this Contract and their public constituents need a means to ensure that, to the extent allowable and feasible, unpaid utility or solid waste disposal services fees are fully and promptly collected for the benefit of their public constituents. The Parties agree that there are valid governmental purposes served by implementing and operating the TRRA.

Texas Revenue Recovery Association

P.O. Box 9257, Amarillo, TX 79105

806/372-3381

www.texrevrecovery.org

- 1.05 **POWERS OF THE TRRA:** In addition to, and not in derogation of any other power granted by statute, or otherwise, TRRA shall have the following powers:
- a. To employ personnel, perform administrative and fiscal activities, enter into and enforce contracts in its own name, purchase goods and services and provide administrative services, all as necessary or appropriate to perform the Mission of TRRA;
 - b. To designate, contract with or otherwise secure the services of one or more local governments to perform any or all of the services which TRRA could perform or which are necessary or appropriate to further the Mission of TRRA;
 - c. Apply for and receive grants and other funding from governmental and private sources on the same basis as other "local governmental entities" as defined in Texas Government Code Subsections 791.003.(4), (A) and (B);
 - d. Oversee implementation of, and manage TRRA; and,
 - e. Perform such other duties and exercise such other powers as may be necessary or appropriate to further the Mission of TRRA.

ARTICLE TWO

MEMBERS

- 2.01 **MEMBERS:** TRRA will have Members which will be those Parties signatory to this Contract. Members must be local governmental entities as defined in Texas Government Code Subsections 791.003 (4), (A) or (B) and authorized by Section 552.910, Texas Local Government Code and Section 364.037, Texas Health and Safety Code, as said codes may be amended. Additional eligible local governmental entities shall become members to this association by execution of this contract. Said contract shall operate under the guidelines of the established bylaws and any revisions to the bylaws as may be deemed necessary and approved by the Board of Directors.
- 2.02 **TERMINATION OF MEMBERSHIP:** Membership privileges may be terminated in two ways:
- a. A decision by a simple majority of the Board of Directors that a particular entity's continued Membership is not in the best interest of TRRA; or,
 - b. An affirmative action by a Member to withdraw, which withdrawal shall be effective immediately upon TRRA's receipt of the notice of termination.
- 2.03 **EFFECT OF TERMINATION OF MEMBERSHIP:** Termination shall not relieve the Member of any liability to the TRRA which arose or was incurred prior to the effective

date of the termination of membership.

2.04 **LOCAL CONTROL:** Notwithstanding any other provision of this Contract, each Member shall retain sole control of the following:

- a. Conditions of service provided by the member city;
- b. Deposits required for service by the member city;
- c. Billing practices and procedures (to exclude collection efforts once a final determination of delinquency has been made);

2.05 **MEMBER OBLIGATIONS:** To ensure the equitable implementation of the mission of the TRRA, each Member agrees to adopt and implement the following:

- a. Member agrees to adopt and implement the attached Member Practices and Procedures statement for all manners involving the implementation of the TRRA.
- b. Other such requirements as approved by the Board of Directors and that are directly necessary to the equitable implementation of the mission of the TRRA.

2.06 **STATUTORY PROVISIONS:**

- a. As provided for by the Texas Local Government Code § 552.910 (b) and Texas Health & Safety Code § 364.037, TRRA may provide that a municipality, county or public agency:
 - (1) May refuse to provide utility service to a person if the person is past due on utility charges or solid waste disposal services fees owed to another party to the agreement; or
 - (2) May collect an amount equal to the past due utility charges or solid waste disposal services fees owed to another party to the agreement plus a service charge and provide the utility service the person requests.
- b. As required by the Texas Local Government Code § 552.910 (c) and Texas Health & Safety Code § 364.037, TRRA shall provide for:
 - (1) The confidentiality of a person's utility or solid waste disposal account information and the prevention of disclosure to a person or other entity that is not a party to the agreement; and
 - (2) The apportionment of any past due charges, fees, and service charges authorized by section 2.06 (a)(2) between the collecting entity and the entity to which the fees are owed.
- c. Access to account information for an employee or contractor of TRRA shall not constitute a "disclosure" under section (b)(1). TRRA shall take reasonable steps to ensure employees and contractors of TRRA that have access to confidential information shall not further disclose any such information to a person or other entity that is not a party to the agreement. A possible step would be, but not limited to, requiring employees and contractors to sign confidentiality agreements.

ARTICLE THREE

TERM

- 3.01 **TERM:** This Contract shall continue in force and effect for a period of one (1) year from the date of this Contract and shall renew for successive one (1) year terms thereafter, unless sooner terminated; however, provided that in the event Texas Government Code § 791.001 (f) requires an annual renewal of this Contract, the Members shall be deemed to have elected to renew the Contract annually on the anniversary date of the Contract unless the Members decide to terminate the Contract by not less than a simple majority vote of the Board of Directors.
- 3.02 **WITHDRAWAL:** Notwithstanding Section 4.01 of this Contract, any Member may withdraw at any time from this Contract.

ARTICLE FOUR

GENERAL PROVISIONS

- 4.01 **CONSTRUCTION:** This Contract shall be constructed under, and in accordance with, the laws of the State of Texas, and all obligations of the Members and TRRA created by this Contract are performable in Potter County, Texas.
- 4.02 **AUTHORIZATION:** Each Member, by becoming a party-signatory to this Contract, represents and warrants to the other Members that its respective governing body has authorized and approved the Interlocal Cooperative Contract represented by this Contract, that all required approvals have been obtained, and all prerequisites to the execution, delivery and performance of this Contract have been obtained by or on behalf of the Member.
- 4.03 **SEVERABILITY:** In the event any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, that holding shall not affect any other provision of this Contract, and this Contract shall be construed as if the unenforceable provision had never been included in this Contract.
- 4.04 **NOTICES:**
- a. Meetings of the Board of Directors or membership of TRRA shall be subject to the same notice and posting provisions as are the meetings under the Open Meetings Act. Copies of notices of meetings of Members and Directors of TRRA shall be sent to the office of the Secretary of State of the State of Texas, and to the Directors and Members of TRRA.
 - b. Meetings of the Board of Directors or membership shall be held only after at least

three (3) days prior notice to the Board of Directors or member entity, except in the case of an emergency meeting, which may be held upon three (3) hours prior notice to both the membership and Board of Directors. Any Member may waive notice prior to, during or after any meeting of Members.

- c. Each Member shall give the Board of Directors, or the person designated by the Board, the Member's correct mailing address, telephone number, FAX number and contact person; and, notices shall be deemed delivered when properly addressed (i) three (3) days after the deposit of the notice into the United States Mail, or (ii) immediately upon confirmation of receipt of a FAX transmission. Each Member shall be responsible for conveying any changes in the information with respect to the Member's mailing, telephone, FAX, or contact person.

4.05 **CURRENT REVENUE FUNDING:** As required by the Interlocal Cooperation Act § 791.011(d)(3), all parties to this Contract agree to pay for the performance of any obligations created under this Contract with current revenues available to that party.

4.06 **GENERAL:** This Contract constitutes the entire contract between and among the Members with respect to the TRRA, and supersedes any prior understandings, whether written or oral, with respect to the TRRA.

By signing this agreement, the undersigned member certifies that it is accepting membership in TRRA, has received proper authorization to execute this agreement, and will comply with and participate in the governance of TRRA.

This Contract entered into as of the date first above written, by the undersigned Member:

From: Joseph Price [<mailto:jprice@theprpc.org>]

Sent: Thursday, April 06, 2017 4:07 PM

To: Chelsey Carmichael <CCarmichael@willowpark.org>

Cc: Kyle Ingham <kingham@theprpc.org>

Subject: Texas Revenue Recovery Association (TRRA) New Membership Information - City of Willow Park, TX

Importance: High

Ms. Carmichael,

We appreciate you for your interest in the Texas Revenue Recovery Association (TRRA). The majority of our member cities are in your size range. Our closest member to you is the City of Granbury and Westworth Village.

TRRA is:

1. A means by which one municipality can collect a utility debt for another;
2. A tool used in exercise of an Interlocal Agreement;
3. NOT a collection agency or credit bureau

TRRA comes from: Texas Statutory Authority: Texas Government Code – Municipal Utilities 552.910 and Texas Health and Safety Code 364.037

- The statute gives cities the authority to deny service to individuals who have delinquent accounts in the TRRA database and allowing them to collect on behalf of other cities.

TRRA uses the 75/25 percent ratio:

For example, if there is a delinquent amount of \$100.00 owed to the City of Granbury and the individual appears in the City of Willow Park, the following procedure occurs:

The City of Willow Park would collect the \$100.00 plus \$25.00 removal fee, totaling \$125.00.

Then, the City of Willow Park would send 75% of the \$100.00 to the city owed; therefore, the City of Willow Park would mail the printed invoice and \$75.00 to the City of Granbury. (This would mean the debt is paid in full)

Next, the City of Willow Park would send TRRA the \$25.00 removal fee and invoice to remove the collected delinquent account from the database.

Finally, the City of Willow Park would keep \$25.00 of the \$100.00. The City can do whatever it wants to do with the money.

If the City of Willow Park was owed the amount and Granbury collected and sent them \$75.00, the City of Willow Park would consider the debt closed and paid off.

The reason for the 75/25 percent ratio is to give other cities the incentive to collect on behalf of other cities.

I saved the best for last!

If the City of Willow Park entered a delinquent account for \$100.00 and the person left and came back to the City, the City would collect \$100.00 plus \$25.00 removal fee.

This happens the most; people moving from your city and coming back. However, the City of Willow Park would keep the full outstanding debt and just send TRRA the removal fee and invoice to have the account removed from the database.

The above is how the process works. The way the information gets into the database is by the following steps:

John Smith moves to the City of Willow Park and requests to get service. The City checks the TRRA database and adds John Smith to the New Customer Entry on the database.

John Smith leaves the City of Willow Park two years later and owes \$100.00 in water and trash bills.

The City of Willow Park enters John Smith's personal information and delinquent account amount into the Delinquent Entry on the TRRA website.

After entry, the database checks all other New Customer Entries to see if John Smith has opened service in another member city.

If so, the City that John Smith is living in will be notified to establish that John Smith owes an outstanding debt to another member city. Then, the City will collect.

What TRRA does:

1. It is a means of collecting bad debt that you would normally have lost. Significantly less than a Collection Agency.
2. Source of revenue when collecting another City's debt.

Please read the attachments for more information or simply call me. I would gladly discuss every detail with you.

Let me give you the step-by-step process to join:

The Initial sign-up fee is \$250.00 for the City of Willow Park. (2010 Census Population: 3,982)
This will be the only amount that you would need to pay for this fiscal year (Oct-Sept) if you decide to join. You do not have to pay an annual fee until next year; your yearly annual fee would be \$50.00.
If you decide to become a member, the City Council will need to pass a resolution regarding the Interlocal Cooperation Agreement for membership; after that you will need to sign the Interlocal Agreement and send in all the necessary information.

Please use the Checklist for Membership document for guidance and to see what else is needed.

If you have any questions, please do not hesitate to call me or email me. I am here to help.

TRRA is an organization that is trying to help cities recover their lost utility funds.

Also, we have a new TRRA System that will go live sometime in the next 3-6 months.

Thanks and have a great day!

Joe Price

Program Coordinator

Local Government Services Department

Panhandle Regional Planning Commission

P.O. Box 9257

415 S.W. 8th Avenue

Amarillo, TX 79105-9257

Phone: (806) 372-3381

Fax: (806) 373-3268

Texas Revenue Recovery Association
P.O. Box 9257, Amarillo, TX 79105
806/372-3381
www.texrevrecovery.org

TEXAS REVENUE RECOVERY ASSOCIATION

INTERLOCAL COOPERATION CONTRACT

Effective this ____ day of _____, 20____, the undersigned Local Government entities, all collectively referred to as the "Parties," enter into the following Contract:

ARTICLE ONE

ORGANIZATION, POWERS AND DUTIES

- 1.01 **NAME:** The name of the interlocal agency created by this Contract is the "Texas Revenue Recovery Association" referred to in this Contract as "TRRA."
- 1.02 **MISSION:** TRRA is a consortium of local governments formed to exercise the authorities granted under Section 552.910, Texas Local Government Code and Section 364.037, Texas Health and Safety Code, as said codes may be amended, to allow political subdivisions of the State to work together for the collection of past due utility or solid waste disposal services fees. TRRA will enable members to better serve the population of the State of Texas, to further the mission of its respective Members, and to contribute to increased and improved efficiencies in the collection of unpaid utility or solid waste disposal fees for the benefit of the member cities and their residents.
- 1.03 **AUTHORITY:** The Parties enter into this Contract pursuant to the statutory authority cited above, and the Interlocal Cooperation Act § 791.001, *et seq.*, of the Texas Government Code. The Act authorizes, and the Parties agree, that they can cooperatively provide and achieve governmental functions and services by coordinating their efforts through this Interlocal Cooperation Contract, thereby avoiding duplication of expenses, conserving and coordinating the use of public funds, and assisting each other member in the collection of unpaid utility or solid waste disposal services fees.
- 1.04 **GOVERNMENTAL NEEDS:** The governmental entities which are Parties to this Contract and their public constituents need a means to ensure that, to the extent allowable and feasible, unpaid utility or solid waste disposal services fees are fully and promptly collected for the benefit of their public constituents. The Parties agree that there are valid governmental purposes served by implementing and operating the TRRA.

Texas Revenue Recovery Association

P.O. Box 9257, Amarillo, TX 79105

806/372-3381

www.texrevrecovery.org

- 1.05 **POWERS OF THE TRRA:** In addition to, and not in derogation of any other power granted by statute, or otherwise, TRRA shall have the following powers:
- a. To employ personnel, perform administrative and fiscal activities, enter into and enforce contracts in its own name, purchase goods and services and provide administrative services, all as necessary or appropriate to perform the Mission of TRRA;
 - b. To designate, contract with or otherwise secure the services of one or more local governments to perform any or all of the services which TRRA could perform or which are necessary or appropriate to further the Mission of TRRA;
 - c. Apply for and receive grants and other funding from governmental and private sources on the same basis as other "local governmental entities" as defined in Texas Government Code Subsections 791.003.(4), (A) and (B);
 - d. Oversee implementation of, and manage TRRA; and,
 - e. Perform such other duties and exercise such other powers as may be necessary or appropriate to further the Mission of TRRA.

ARTICLE TWO

MEMBERS

- 2.01 **MEMBERS:** TRRA will have Members which will be those Parties signatory to this Contract. Members must be local governmental entities as defined in Texas Government Code Subsections 791.003 (4), (A) or (B) and authorized by Section 552.910, Texas Local Government Code and Section 364.037, Texas Health and Safety Code, as said codes may be amended. Additional eligible local governmental entities shall become members to this association by execution of this contract. Said contract shall operate under the guidelines of the established bylaws and any revisions to the bylaws as may be deemed necessary and approved by the Board of Directors.
- 2.02 **TERMINATION OF MEMBERSHIP:** Membership privileges may be terminated in two ways:
- a. A decision by a simple majority of the Board of Directors that a particular entity's continued Membership is not in the best interest of TRRA; or,
 - b. An affirmative action by a Member to withdraw, which withdrawal shall be effective immediately upon TRRA's receipt of the notice of termination.
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date of the termination of membership.

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- a. Conditions of service provided by the member city;
- b. Deposits required for service by the member city;
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2.05 **MEMBER OBLIGATIONS:** To ensure the equitable implementation of the mission of the TRRA, each Member agrees to adopt and implement the following:

- a. Member agrees to adopt and implement the attached Member Practices and Procedures statement for all manners involving the implementation of the TRRA.
- b. Other such requirements as approved by the Board of Directors and that are directly necessary to the equitable implementation of the mission of the TRRA.

2.06 **STATUTORY PROVISIONS:**

- a. As provided for by the Texas Local Government Code § 552.910 (b) and Texas Health & Safety Code § 364.037, TRRA may provide that a municipality, county or public agency:
 - (1) May refuse to provide utility service to a person if the person is past due on utility charges or solid waste disposal services fees owed to another party to the agreement; or
 - (2) May collect an amount equal to the past due utility charges or solid waste disposal services fees owed to another party to the agreement plus a service charge and provide the utility service the person requests.
- b. As required by the Texas Local Government Code § 552.910 (c) and Texas Health & Safety Code § 364.037, TRRA shall provide for:
 - (1) The confidentiality of a person's utility or solid waste disposal account information and the prevention of disclosure to a person or other entity that is not a party to the agreement; and
 - (2) The apportionment of any past due charges, fees, and service charges authorized by section 2.06 (a)(2) between the collecting entity and the entity to which the fees are owed.
- c. Access to account information for an employee or contractor of TRRA shall not constitute a "disclosure" under section (b)(1). TRRA shall take reasonable steps to ensure employees and contractors of TRRA that have access to confidential information shall not further disclose any such information to a person or other entity that is not a party to the agreement. A possible step would be, but not limited to, requiring employees and contractors to sign confidentiality agreements.

ARTICLE THREE

TERM

- 3.01 **TERM:** This Contract shall continue in force and effect for a period of one (1) year from the date of this Contract and shall renew for successive one (1) year terms thereafter, unless sooner terminated; however, provided that in the event Texas Government Code § 791.001 (f) requires an annual renewal of this Contract, the Members shall be deemed to have elected to renew the Contract annually on the anniversary date of the Contract unless the Members decide to terminate the Contract by not less than a simple majority vote of the Board of Directors.
- 3.02 **WITHDRAWAL:** Notwithstanding Section 4.01 of this Contract, any Member may withdraw at any time from this Contract.

ARTICLE FOUR

GENERAL PROVISIONS

- 4.01 **CONSTRUCTION:** This Contract shall be constructed under, and in accordance with, the laws of the State of Texas, and all obligations of the Members and TRRA created by this Contract are performable in Potter County, Texas.
- 4.02 **AUTHORIZATION:** Each Member, by becoming a party-signatory to this Contract, represents and warrants to the other Members that its respective governing body has authorized and approved the Interlocal Cooperative Contract represented by this Contract, that all required approvals have been obtained, and all prerequisites to the execution, delivery and performance of this Contract have been obtained by or on behalf of the Member.
- 4.03 **SEVERABILITY:** In the event any provision of this Contract is held to be illegal, invalid or otherwise unenforceable, that holding shall not affect any other provision of this Contract, and this Contract shall be construed as if the unenforceable provision had never been included in this Contract.
- 4.04 **NOTICES:**
- a. Meetings of the Board of Directors or membership of TRRA shall be subject to the same notice and posting provisions as are the meetings under the Open Meetings Act. Copies of notices of meetings of Members and Directors of TRRA shall be sent to the office of the Secretary of State of the State of Texas, and to the Directors and Members of TRRA.
 - b. Meetings of the Board of Directors or membership shall be held only after at least

three (3) days prior notice to the Board of Directors or member entity, except in the case of an emergency meeting, which may be held upon three (3) hours prior notice to both the membership and Board of Directors. Any Member may waive notice prior to, during or after any meeting of Members.

- c. Each Member shall give the Board of Directors, or the person designated by the Board, the Member's correct mailing address, telephone number, FAX number and contact person; and, notices shall be deemed delivered when properly addressed (i) three (3) days after the deposit of the notice into the United States Mail, or (ii) immediately upon confirmation of receipt of a FAX transmission. Each Member shall be responsible for conveying any changes in the information with respect to the Member's mailing, telephone, FAX, or contact person.

4.05 **CURRENT REVENUE FUNDING:** As required by the Interlocal Cooperation Act § 791.011(d)(3), all parties to this Contract agree to pay for the performance of any obligations created under this Contract with current revenues available to that party.

4.06 **GENERAL:** This Contract constitutes the entire contract between and among the Members with respect to the TRRA, and supersedes any prior understandings, whether written or oral, with respect to the TRRA.

By signing this agreement, the undersigned member certifies that it is accepting membership in TRRA, has received proper authorization to execute this agreement, and will comply with and participate in the governance of TRRA.

This Contract entered into as of the date first above written, by the undersigned Member:

Texas Revenue Recovery Association

Board of Directors

Don Jennings – City of Perryton – Chairman
Chris Sharp – City of Canyon – Vice-Chairman
Tina Rex – City of Spearman – Secretary
Jay Patel – City of Dumas, BJ Potts – City of Dimmitt,
Chris Coffman – City of Granbury, Sarianne Beversdorf – City of Plainview,
Jennifer Gonzalez – City of Amarillo

Panhandle Cities

City of Amarillo	City of Booker	City of Borger
City of Bovina	City of Cactus	City of Canyon
City of Childress	City of Clarendon	City of Claude
City of Dalhart	City of Darrouzett	City of Dimmitt
City of Dumas	City of Farwell	City of Follett
City of Friona	City of Fritch	City of Groom
City of Gruver	City of Happy	City of Hereford
City of Lefors	City of McLean	City of Pampa
City of Panhandle	City of Perryton	City of Skellytown
City of Spearman	City of Stinnett	City of Stratford
City of Sunray	City of Texhoma	City of Texline
City of Tulia	City of Wellington	City of White Deer

South Plains Cities

City of Dickens	City of Floydada	City of Hale Center
City of Idalou	City of Lamesa	City of Levelland
City of Littlefield	City of Matador	City of Morton
City of Muleshoe	City of Plainview	City of Plains
City of Slaton	City of Olton	City of Whiteface

North Texas Cities

City of Bells	City of Bryson	City of Byers
City of Little Elm	City of Melissa	City of Nocona
City of Olney	City of Pottsboro	City of Sansom Park
City of Savoy	City of Southmayd	City of Trenton
City of Tom Bean	City of Westworth Vlge	City of Whitesboro
City of Whitewright		

Other

City of Danbury	City of Friendswood	City of Gonzales
City of Granbury	City of Luling	City of Mt. Pleasant
City of Richwood	City of Rockport	City of Seabrook
City of Sealy	City of Surfside	City of Van
City of West Columbia	<u>Total Membership: 80 Member Cities</u>	

Texas Revenue Recovery Association

P.O. Box 9257, Amarillo, TX 79105

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Schedule 1 (Fees, Dues, and Assessments)

The following fees, dues, and assessments are currently in effect for the implementation of the TRRA Mission.

Fees: Fees shall be defined as a cost assessed against the subject of a complaint that are above and beyond the amount in default as alleged in a complaint. Such amounts are only recoverable from the subject of a complaint and not from any member of the TRRA.

FEES: \$25.00 – a fee of \$25.00 shall be added to the amount of a complaint as an attempt to recover the actual cost of administering and implementing the mission of the TRRA. This fee is automatically added by the system and therefore when entering a record only enter the amount owed to your jurisdiction.

ALTERNATE FEE: a fee of \$7.50 shall be required to remove a complaint from the TRRA database if a member city recovers a delinquent account through means other than the TRRA system such as a collection agency and the \$25 fee cannot be added to the customer's bill.

Dues: Dues shall be defined as a cost assessed to a member of the TRRA. Such amounts are intended to support the continued and future maintenance and operation of the TRRA and are intended to be assessed at the discretion of the Board of Directors.

DUES: – Effective March 6, 2009, there will be an annual due associated with the membership of the TRRA. A fiscal year of October 1 through September 30 will be the period covered by each annual due. Annual membership dues will not be assessed during a city's first year of membership. The annual due will be based on most recent 10 year census data. This annual due is as follows:

Members with a population of less than 1,000	\$ 25.00
Members with a population of 1,000 and less than 10,000	\$ 50.00
Members with a population of 10,000 and less than 70,000	\$100.00
Members with a population of 70,000 and higher	\$250.00

Assessments: Assessments shall be defined as one-time or special purpose charges assessed by the Board to the members of the TRRA. Typical examples of assessments would include: start-up capital, equipment upgrade/purchase, etc.

ASSESSMENT: All members will be assessed an initial amount as a condition of membership. The initial assessment shall be based upon the population of the member jurisdiction from the most recent 10 year census data. This initial assessment is as follows:

Members with a population of less than 1,000	\$150.00
Members with a population of 1,000 and less than 5,000	\$250.00
Members with a population of 5,000 and less than 10,000	\$500.00
Members with a population of 10,000 and less than 20,000	\$750.00
Members with a population of 20,000 and less than 70,000	\$1,000.00
Members with a population of 70,000 and higher	1.5 cents per person

Unless reauthorized by the Board, this will be one-time assessment. Proceeds from this assessment shall be used to help defray the start-up costs of the TRRA, including such software and hardware items as shall be necessary.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Police	Presented By: Chief Carrie West
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AGENDA ITEM:

To consider and approve a Memorandum of Understanding to support and maintain the Children's Advocacy Center of Parker County.

BACKGROUND:

The Child Advocacy Center of Parker County is a non-profit organization that takes a multi-disciplinary approach to crimes against children. The Child Advocacy Center combines law enforcement, prosecutors, Child Protective Service, family advocates, counseling services and other service providers under one umbrella. The Center's goal is to improve the investigation and prosecution of crimes against children while providing a foundation for victims to begin the healing process.

Parker County is currently the largest county with the highest level of these types of offenses, which does not have a Child Advocacy Center.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends authorizing the Chief of Police to sign the Memorandum of Understanding supporting the Children's Advocacy Center of Parker County.

EXHIBITS:

Memorandum of Understanding.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CHILDREN'S ADVOCACY CENTER Of Parker County

The UNDERSIGNED participating agencies agree to the following policy to support and maintain the Children's Advocacy Center of Parker County.

WHEREAS, Parker County continues to experience an increase in the reporting of incidents of child abuse, a trend which has been seen nationwide. Realizing that the traditional criminal justice system and many of the agencies that respond to investigate and handle these cases are not equipped for child victims, the undersigned heads of agencies agree to develop, support and maintain the Children's Advocacy Center of Parker County.

WHEREAS, having recognized these problems, Parker County has developed a multidisciplinary team approach to the investigation of child sexual and physical abuse that will better protect the children of Parker County from further traumatization caused by excessive interviews and lack of communication or coordination between agencies. To facilitate this team approach, the children's advocacy center will enhance the cooperation and coordination of those involved in the protection of children and the effort to seek justice on their behalf. Such a child oriented center will centralize the investigative, treatment, and prosecution efforts for child victims;

WHEREAS, to better protect the children of Parker County, the undersigned agencies have agreed to the following:

- To continue to develop, achieve and maintain a cooperative team approach to investigating child abuse;
- To reduce, to the greatest extent possible, the number of interviews required of a victim of child abuse in order to minimize the negative impact of the investigation upon the child;
- To develop, maintain and support through a Center, an environment that emphasizes the best interests of Parker County children and that provides investigative and rehabilitative services;

AND WHEREAS, it is expressly understood that each agency will work within its department mandates and policies. Nothing contained in the investigative guideline supersedes the statutes, rules and regulations, or policies of each individual agency.

- All State and Federal confidentiality laws will be followed in connection with this agreement;
- This agreement can be terminated by any party without cause by giving written notice to the other parties;

NOW THEREFORE, the undersigned agencies have agreed to support the concept and philosophy of the Children's Advocacy Center of Parker County. We the undersigned have reviewed and accepted this, the Children's Advocacy Center of Parker County Memorandum of Understanding.

CHILDREN'S ADVOCACY OF PARKER COUNTY MOU SIGNATURE BLOCK

We the undersigned have reviewed and accepted the Children's Advocacy Center of Parker County Memorandum of Understanding. We hereby approve of their contents and agree, on behalf of our respective agencies, to abide by the mission, goals, and specific guidelines contained therein. We understand that the Memorandum of Understanding/Interagency Agreement must be reviewed and fully re-executed by all parties, at a minimum, every three years, or when significant changes in leadership occur or multidisciplinary team procedures are altered

SIGNED THIS _____ DAY OF _____, 2017.

Signatories of this agreement will include the following agencies:

County Attorney - John Forrest

Asst. Commissioner Adult Protective Services - Beth Engelking

District Attorney - Don Schnebly

Asst. Commissioner of Child Care Licensing - Jean Shaw

Sheriff P.C.S.O - Larry Fowler

Asst. Commissioner TXDFPS CPS - Kristene Blackstone

Chief Weatherford P.D. - Chris Crawford

Program Director TXDFPS CPS - Stephanie Williams

Chief Willow Park P.D - Carrie West

Regional Director TXDFPS CPS - George Cannata

Chief Hudson Oaks P.D - Michael Baldwin

Chief Springtown P.D - Tony Motley

Chief Aledo ISD P.D. – Fred Collie

Chief Reno P.D - Hank Pope



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: 5/9/17	Department: Fire Department	Presented By: Chief Mike LeNoir
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AGENDA ITEM:

To consider approving Ordinance No. 752-17, an ordinance establishing and implementing a program to charge mitigation rates for the deployment of emergency and non-emergency services by the fire department for services provided/rendered for the Willow Park Fire/Rescue Department.

BACKGROUND:

This was formally known as Fire Rescue Recovery. Now retitled as Fire Recovery USA, LLC.

2. This service bills the insurance company and not the citizen. The billing process can be modified.
3. This will allow for the fire department to bill the insurance companies for supplies and equipment used on incidents such as: motor vehicle accidents, swift water rescues, hazardous materials incidents, and fire investigations.
4. This program is data input by the fire department on-line and is a secondary reporting system to the Fire House Software reporting system that we use for logging the incidents.
5. The service will pay the fire department 80% of the total monies collected on the fire department's claims to the insurance company.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Approve Ordinance No. 752-17 for Fire Department to enter into an agreement with Fire Recovery USA, LLC to be the billing service for Fire Department Claims to Insurance companies.

EXHIBITS:

Ordinance No. 752-17, Fire Recovery USA, LLC Client List and Service Agreement.

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

CITY OF WILLOW PARK

ORDINANCE 752-17

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS, IMPLEMENTING A PROGRAM TO CHARGE MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE FIRE DEPARTMENT FOR SERVICES PROVIDED/RENDERED FOR THE WILLOW PARK FIRE RESCUE PROVIDING A SEVERANCE; PROVIDING FOR PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the emergency and non-emergency services response activity to incidents continues to increase each year; Environmental Protection requirements involving equipment and training, and Homeland Security regulations involving equipment and training, creating additional demands on all operational aspects of the fire department services; and

WHEREAS, the fire department has investigated different methods to maintain a high level of quality of emergency and non-emergency service capability throughout times of constantly increasing service demands, where maintaining an effective response by the fire department decreases the costs of incidents to insurance carriers, businesses, and individuals through timely and effective management of emergency situations, saving lives and reducing property and environmental damage; and

WHEREAS, raising real property tax to meet the increase in service demands would not be fair when the responsible party(s) should be held accountable for their actions; and

WHEREAS, the City Council of the Willow Park Fire Rescue desires to implement a fair and equitable procedure by which to collect said mitigation rates and shall establish a billing system in accordance with applicable laws, regulations and guidelines;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. The Willow Park Fire Rescue shall initiate mitigation rates for the delivery of emergency and non-emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in "EXHIBIT A." The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR) as shown in "EXHIBIT A," which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.

SECTION 2. A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

SECTION 3. The fire department's City Council may make rules or regulations and from time to time may amend, revoke, or add rules and regulations, not consistent with this Section, as they may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

SECTION 4. It is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Ordinance were adopted in open meetings of this City Council, and that all

deliberations of this City Council and any of its committees that resulted in such formal actions were in accordance with all legal requirements, and the Codified Ordinances of the City Council.

SECTION 5. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 6. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and the effective date of this ordinance as required by Section 52.011 of the LOCAL GOVERNMENT CODE.

SECTION 7. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its passage and publication in the newspaper.

PASSED AND APPROVED this 9th day of May, 2017.

ATTEST:

THE CITY OF WILLOW PARK, TEXAS

Candice Scott, Interim City Secretary

Richard Neverdousky, Mayor

The Willow Park City Council in acting on Ordinance No. 752-17, did on the 9th day of May, 2017 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Richard Neverdousky, Mayor	_____	_____	_____
Norman Hogue, Place 1	_____	_____	_____
Gene Martin, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
John Gholson, Place 4	_____	_____	_____
Marcy Galle, Place 5	_____	_____	_____

EXHIBIT A

MITIGATION RATES

BASED ON PER HOUR

The mitigation rates below are average “billing levels,” and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level.” This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, and helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 – \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300

FALSE ALARM BILLING RATES

- (a) The first (3) false alarms within twelve months in a calendar year is free of charge.
- (b) The fourth false alarm in a twelve-month calendar year is billed at \$100.00.
- (c) The fifth false alarm in a twelve-month calendar year is billed at \$200.00.
- (d) The sixth through the eighth false alarms in a twelve month calendar year are billed at \$300.00 per event not exceed \$500.00 per calendar day.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level." This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level." This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean

up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels," and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.

Texas Accounts

Briggs County VFD	Channelview Fire Department
C-5 Red Lick/Leary VFD	Hallsville Vol. Fire Dept./HCESD #5
Oakhurst VFD	Bacliff Volunteer Fire Department
Pleasant Grove VFD	Trinidad Volunteer Fire Dept.
Westphalia VFD	Sealy Volunteer Fire Department
Ora VFD	Pedernales Fire Department – ESD 8
Sunset VFD	Blanco Volunteer Fire Department
Rendon FD	Eastex Volunteer Fire Department
Levita FD	City of Fate
DeKalb VFD	Florence Volunteer Fire Department
Merkel VFD	Wolfe City Volunteer Fire Department
Ponderosa VFD	City of Alton Volunteer Fire Department
Oakalla VFD	Chisholm Trail Fire Rescue
Simms District VFD	Angleton Volunteer Fire Department
South Montgomery County FD	Nome Volunteer Fire Department
Reagan VFD	China Volunteer Fire Department
Huffman VFD	Bremond Volunteer Fire Department
Dickinson VFD	Westfield Fire Department
Northeast Fire and Rescue	Iowa Colony Fire Department
Bertram VFD	Kyle Fire Department
City of Taylor	City of Melissa Fire Department
Bowie County Dive Team	Wheelock Volunteer Fire Department
Harris County ESD #24	Forest Bend Fire Department
Elm Mott Fire/Rescue	Coupland VFD, ESD #10



Franklin Fire Department
Rosharon Volunteer Fire Department
Crockett Fire Department
Saint Hedwig Fire Department
Somervell County Fire Department
Lake Worth Fire Department
District 2 Fire & Rescue (Bexar ESD #2)
City of Whitewright Fire Department
Leon Springs Volunteer Fire Department
Erath County Volunteer Fire Rescue
Snook Volunteer Fire Department
Lake Cities Fire Department
Hawkins Volunteer Fire Department
Krum Fire Department
Shiro Volunteer Fire Department
Hays County ESD No. 3
Newark Volunteer Fire Department
Buda Fire Department
Dixie Volunteer Fire Department
Travis County ESD #1
Kempner Volunteer Fire Department
Liberty Eylau VFD
Fredericksburg VFD
Smith County ESD #2
Bexar County ESD #5
San Marcos Fire Department
Lytle Volunteer Fire Department
Indian Creek Volunteer Fire Department

Aransas Pass Fire Department
Little Elm Fire Dept.
Marion Volunteer Fire Department
Noonday Volunteer Fire Department
Winona Volunteer Fire Department
Bulverde Spring Branch Fire & EMS
Lindsay Volunteer Fire & Rescue
Argyle Volunteer Fire District
Rice Volunteer Fire Department
Williamson County ESD #3
Punkin-Evergreen VFD
Pecan Creek Volunteer Fire Department
Preston Volunteer Emergency Services, Inc.
Bastrop County ESD #2
Cisco Fire Department
Primrose Volunteer Fire Department
Williamson County ESD #4
Delta County Emergency Services District 1
Nocona Rural VFD, Inc.
Hughes Springs VFD
Lowry Crossing VFD
Cleveland Fire Department
Locust Volunteer Fire Department
City of Leander
Big Spring Fire Department
Sheldon Community Volunteer Fire &
Rescue
Tanglewood VFD



Travis County ESD No. 2
Alvin Volunteer Fire Department
Lindale Fire Department
Tarkington Volunteer Fire Department
City of Van Fire Department
Buffalo Volunteer Fire Department
Coldspring VFD Inc.
Southern Oaks VFD
Callisburg VFD
Baird Volunteer Fire Department
Brazos County Precinct 4 VFD
Point Blank Volunteer Fire Department
East Leon County VFD
Lampasas Fire Department
Little River Academy VFD
City of Cedar Park
Schulenburg VFD
Marshall Fire Department
Hays County ESD #6
Hubbard VFD
Cass County ESD #2
New Braunfels Fire Department
Montgomery County ESD #7
City of Alvarado Fire Department
Manvel Volunteer Fire Department
Southwest Bell County VFD
New Boston Volunteer Fire Department
Salado Volunteer Fire Department

Fresno Fire Department
Martindale VFD Co. Inc.
Rio Grande City
Bastrop/Travis County ESD #1
Comal County ESD #3
Blackjack Vol Fire Dept.
Wharton VFD
Texas City Fire Department
Mt. Pleasant Fire Department
Quail Valley VFD
Rhome Fire Rescue

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made effective as of _____, 2017 (“Effective Date”), by and between **FIRE RECOVERY USA, LLC**, a California limited liability company (“Company”), and **Willow Park Fire Rescue**, (“Fire Department”). The Company and Fire Department are referred to herein individually as a “party” and collectively as the “parties.”

RECITALS

WHEREAS, Company engages in the business of performing billing services (“Company Services”) for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services: and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Fire Department hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is a organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

**ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS**

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

- (a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and
- (b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

**ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY**

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5 COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6 OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Fire Department shall be responsible for initially insuring, and continuing to review, local and state laws in the Fire Department's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Fire Department.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7 FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Fire Department prior to performing any of the following:

- (a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department's interest in any sums owed to Fire Department; and
- (b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

- (a) Bankruptcy or insolvency of either party;
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Company's failure to complete the services specified in the Description of Services;
- (b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

- (d) Fire Department's yearly billable run volume is at or below six runs (6).

ARTICLE 9 PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to Fire Department.

9.2. Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10 INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Fire Department harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Fire Department nor shall it apply to any act, omission or negligence of the Fire Department.

ARTICLE 11 GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:

Fire Recovery USA, LLC
2271 Lava Ridge Court, Suite 120
Roseville CA 95661
Attention: Craig Nagler

with a copy to:

The Watkins Firm, APC
4275 Executive Square, Suite 1020
La Jolla, CA 92037
Attention: Chris Popov, Esq.

If to Fire Department to:

Attention: _____

with a copy to:

Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler

Title: Manager

FIRE DEPARTMENT:

Willow Park Fire Rescue

By: _____

Name: _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Fire Recovery USA will provide notice to Fire Department of changes in billing rates.
2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.
3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.
4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.
5. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the total monies collected on the Fire Department's claims.
6. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly or quarterly basis (at the option of the Fire Department), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.
7. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.
8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$435.00

Provide hazardous materials assessment and scene stabilization. This will be the most common “billing level”. This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$495.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 – CAR FIRE - \$605.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,305.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$400.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300.

HAZMAT

Level 1 - \$700.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,500.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$5,900.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$300.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$400 per hour.
Truck billed at \$500 per hour.
Miscellaneous equipment billed at \$300

FALSE ALARM BILLING RATES

- (a) The first (3) false alarms within twelve months in a calendar year is free of charge.
- (b) The fourth false alarm in a twelve-month calendar year is billed at \$100.00.
- (c) The fifth false alarm in a twelve-month calendar year is billed at \$200.00.
- (d) The sixth through the eighth false alarms in a twelve month calendar year are billed at \$300.00 per event not exceed \$500.00 per calendar day.

FIRE INVESTIGATION

Fire Investigation Team - \$275.00 per hour.
Includes:

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common “billing level”. This occurs almost every time the fire department responds to an incident.

OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$400.00 per hour, per engine / \$500.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$400 plus \$50 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$800 plus \$50 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,000 plus \$50 per hour per rescue person, plus \$100 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$400 for the first response vehicle plus \$50 per rescue person. Additional rates of \$400 per hour per response vehicle and \$50 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$250 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$400 per hour.

Truck billed at \$500 per hour.

Miscellaneous equipment billed at \$300.

MITIGATION RATE NOTES

The mitigation rates above are average “billing levels”, and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department’s “actual personnel expense” and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

LATE FEES

If the invoice is not paid within 90 days, a Late Charge of 10% of the invoice, as well as 1.5% per month, as well as the actual cost of the collections, will be assessed to the responsible party.