



# Town of Trophy Club

1 Trophy Wood Drive  
Trophy Club, Texas 76262

## Meeting Agenda

### Town Council

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Monday, July 29, 2019

7:00 PM

Svore Municipal Building Boardroom  
100 Municipal Drive  
Trophy Club, Texas 76262

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#### JOINT SESSION WITH THE TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1 BOARD OF DIRECTORS

A quorum of the Town Council will be present at Svore Municipal Building Boardroom, 100 Municipal Drive, Trophy Club, Texas 76262 on Monday, July 29, 2019, at 7:00 p.m. The Mayor will preside over the meeting and will be present at Trophy Club Town Hall. One or more members of the Town Council may participate remotely using video conferencing pursuant to Chapter 551 of the Texas Government Code. Two way audio and video communication will be provided and members of the public may speak.

#### CALL TO ORDER AND ANNOUNCE A QUORUM

#### JOINT SESSION

1. [2019-344-T](#) Consider and take appropriate action regarding the Fire Protection Services Fiscal Year 2020 budget (W. Carroll).

**Attachments:** [Budget Cover Letter Fiscal Year 2019-2020.pdf](#)  
[Fire Protection Services Fiscal Year 2019-2020 Budget.pdf](#)  
[Fiscal Year 2019-2020 Fire Budget Presentation.pdf](#)  
[TCMUD No. 1 - Interlocal Cooperation Agreement for Administration of Fire Pro](#)

#### ADJOURN

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

**CERTIFICATION**

I certify that the above notice was posted on the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas, on July 26, 2019 by 6:00 p.m. in accordance with Chapter 551, Texas Government Code.

Holly Fimbres  
Town Secretary/RMO

If you plan to attend this public meeting and have a disability that requires special needs, please contact the Town Secretary's Office at 682-237-2900, 48 hours in advance, and reasonable accommodations will be made to assist you.

I certify that the attached notice and agenda of items to be considered by the Council was removed by me from the bulletin board at Trophy Club Town Hall, 1 Trophy Wood Drive, Trophy Club, Texas, on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

## Legislation Details (With Text)

<b>File #:</b>	2019-344-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Regular Session	
<b>File created:</b>	7/23/2019	<b>In control:</b>		Town Council	
<b>On agenda:</b>	7/29/2019	<b>Final action:</b>			
<b>Title:</b>	Consider and take appropriate action regarding the Fire Protection Services Fiscal Year 2020 budget (W. Carroll).				
<b>Attachments:</b>	<a href="#">Budget Cover Letter Fiscal Year 2019-2020.pdf</a> <a href="#">Fire Protection Services Fiscal Year 2019-2020 Budget.pdf</a> <a href="#">Fiscal Year 2019-2020 Fire Budget Presentation.pdf</a> <a href="#">TCMUD No. 1 - Interlocal Cooperation Agreement for Administration of Fire Protection Services.pdf</a>				

Date	Ver.	Action By	Action	Result
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### Agenda Item No. 1:

Consider and take appropriate action regarding the Fire Protection Services Fiscal Year 2020 budget (W. Carroll).



## ***Trophy Club Fire Department***

295 Trophy Club Drive | Trophy Club, TX 76262 | 682.237.2940

**To:** Trophy Club Municipal Utility District No. 1 Board of Directors  
**From:** Wade Carroll, Fire Chief  
**Date:** July 19, 2019

**Subject:** Trophy Club Fire Department FY2019-20 Annual Budget

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Dear TCMUD No. 1 Board of Directors,

Attached you will find the Trophy Club Fire Department's FY2019-20 proposed budget that will be presented to both the Trophy Club Municipal Utility District No. 1 Board of Directors and the Town of Trophy Club Town Council for their consideration and approval. The budget before you was developed to meet our immediate departmental needs while ensuring the Department's long term fiscal stability and stewardship of our citizen's trust. I am proud to say that with your help we have successfully right sized the Fire Budget over the past several years ensuring that Trophy Club's citizens are getting the professional service that they have asked and paid for.

The provided budget meets or exceeds our departmental budgetary goals for FY2019-20:

1. *Maintain the current level of service provided to our citizens*
2. *Preserve fiscal stewardship through providing a conservative budget that does not exceed the previous year's request in all areas outside of required personnel increases*
3. *Adhere to the Department's fleet and equipment replacement plans ensuring our ability to respond and work safely on emergency scenes*

In your review of our proposed budget you will see the following significant changes:

1. *Increase in the overall personnel budget by 7% which is misleading because it includes*
  - a. *50% of the Fire Marshal salary and benefits that were grant funded in the FY2018-19 and if approved will be in FY2019-20*
  - b. *General fire personnel annual increase in the cost of salaries and benefits*
2. *A 1% decrease in the Services and Supplies Budget*
3. *Capital Expenses including:*



- a. Replacement of 2006 pick-up truck for the Fire Marshal at \$20,000
- b. Replacement of 11 year old extrication tools at \$35,000
- c. Replacement of computer equipment on replacement plan for \$9,750

Budget Recap:

The overall budget increase is 11% including a 7% increase in the Personnel budget, a (-1%) decrease in the Services and Supply budget. The Capital Outlay includes \$64,750 in equipment and capital items on the replacement plan. **If the AFG Grant for the Fire Marshal position is approved again this year the increase in the total fire budget including salary, benefits and equipment replacement is 6%.**

We thank you all for the careful consideration of the proposed Trophy Club Fire Department Budget. Please email me any questions that you might have in this matter. I plan to respond to any single TCMUD No. 1 Directors request for further information by replying to all Directors ensuring all directors receive the accurate, timely and identical information.

Thank you,



Wade L. Carroll  
Trophy Club Fire Chief  
[wcarroll@trophyclub.org](mailto:wcarroll@trophyclub.org)  
817-223-1541

Fire		FY 2018 BUDGET	FY 2018 ACTUAL	FY 2019 BUDGET	FY 2019 ESTIMATE	FY 2020 PROPOSED	FY 2021 PROJECTED	FY 2022 PROJECTED	FY 2023 PROJECTED	FY 2024 PROJECTED
<b>Personnel</b>										
01-256-50100	Salaries	\$ 558,792	\$ 582,657	\$ 642,064	\$ 626,464	\$ 685,231	\$ 726,344	\$ 769,925	\$ 816,121	\$ 833,363
01-256-50130	Overtime	50,122	71,354	73,688	74,000	72,861	75,411	78,051	80,782	83,610
01-256-50140	Longevity	5,879	5,856	6,566	6,358	6,890	7,131	7,381	7,639	7,906
01-256-50145	Stipend	-	-	-	-	-	-	-	-	-
01-256-50160	Certification	4,950	4,950	4,950	6,713	9,300	9,858	10,766	11,143	11,533
01-256-51200	Retirement	81,248	83,513	90,511	90,500	98,715	104,637	110,916	115,457	119,498
01-256-51210	Medical Insurance	62,650	59,991	74,126	90,800	86,631	92,917	96,169	99,535	103,019
01-256-51215	Dental Insurance	4,285	5,388	5,985	5,455	6,837	7,290	7,545	7,809	8,083
01-256-51216	Vision Insurance	433	569	536	1,865	611	658	681	704	729
01-256-51218	Life Insurance & Others	3,746	3,316	4,068	3,898	4,981	5,279	5,658	5,856	6,061
01-256-52220	Social Security Taxes	37,565	37,002	44,123	47,419	46,766	49,571	52,869	54,719	56,635
01-256-52225	Medicare Taxes	8,785	8,651	10,319	11,091	10,937	11,593	12,365	12,797	13,245
01-256-52250	Unemployment Taxes	1,424	1,620	1,628	481	1,624	1,770	1,832	1,896	1,962
01-256-52260	Workers' Compensation	10,139	8,639	11,269	11,200	12,996	13,775	14,754	15,271	15,805
01-256-52290	Pre-Employment Physicals/Testing	4,600	7,417	7,794	7,794	6,675	6,874	7,081	7,293	7,512
01-256-53240	Tuition Reimbursement	5,075	3,488	9,600	9,600	8,290	-	-	-	-
<b>Total Personnel</b>		<b>\$ 839,693</b>	<b>\$ 884,412</b>	<b>\$ 987,227</b>	<b>\$ 993,638</b>	<b>\$ 1,059,345</b>	<b>\$ 1,113,108</b>	<b>\$ 1,175,991</b>	<b>\$ 1,237,022</b>	<b>\$ 1,268,959</b>
<b>Services/Supplies</b>										
01-256-60100	Professional Outside Services	-	125	3,000	3,000	5,500	1,515	1,560	1,606	1,652
01-256-60800	Software & Support	6,943	2,784	12,813	15,182	16,749	13,753	13,758	13,762	13,767
01-256-61150	Tax Administration	-	-	-	1,529	1,605	1,686	1,770	1,859	1,951
01-256-63200	Advertising	500	-	750	-	1,500	1,545	1,591	1,640	1,688
01-256-63250	Printing	250	155	250	467	300	310	320	330	340
01-256-63450	Radios	-	-	-	-	-	-	-	-	-
01-256-63551	Schools & Training	15,670	15,392	24,090	22,000	24,505	31,148	25,630	26,264	25,312
01-256-64000	Electricity	8,140	4,895	8,000	8,000	8,400	8,800	9,200	9,600	10,000
01-256-64100	Water	4,648	3,203	3,800	3,800	4,000	4,200	4,400	4,600	4,800
01-256-64300	Telephone	-	-	-	-	-	-	-	-	-
01-256-64400	Communications/Pagers/Mobiles	13,245	15,884	8,925	12,500	16,691	21,149	21,149	21,149	21,149
01-256-65200	Building Maintenance	16,750	14,335	18,000	20,000	22,200	18,000	38,000	18,000	18,000
01-256-65300	Vehicle Maintenance	46,000	49,770	48,500	40,000	41,800	43,054	44,342	45,673	47,044
01-256-65350	Equipment Maintenance	17,240	12,394	21,900	19,000	18,000	18,534	19,093	19,665	20,255
01-256-66250	Emergency Management	1,000	158	1,000	2,000	1,000	1,000	1,000	1,000	1,000
01-256-66500	Dispatch - Denton County	2,723	3,045	3,481	3,481	3,986	4,105	4,228	4,355	4,486
01-256-68100	Dues & Membership	19,295	19,601	20,417	19,500	20,337	20,947	21,575	22,223	22,889
01-256-68190	Flags & Repairs	3,500	1,000	9,419	9,418	-	-	10,000	10,000	10,000
01-256-68200	Travel & Per Diem	7,066	7,280	13,507	10,500	14,510	13,734	14,146	14,570	15,009
01-256-68600	Meetings	-	-	-	-	-	-	-	-	-
01-256-68700	Safety Programs	-	-	-	-	-	-	-	-	-
01-256-69110	Inspection Fees	-	-	-	-	-	-	-	-	-
01-256-70100	Office Supplies	250	289	250	607	300	310	320	330	340
01-256-70200	Printer Supplies	1,400	1,041	1,400	1,798	1,400	1,400	1,400	1,400	1,400
01-256-70300	Postage	50	53	100	154	100	103	106	110	115
01-256-70400	Publications/Books/Subscriptions	350	267	350	557	350	350	350	350	350
01-256-71000	Fuel	13,613	9,082	13,933	12,000	12,215	12,826	13,467	14,140	14,847
01-256-72100	Uniforms	6,687	6,338	5,907	5,900	7,145	6,714	7,616	7,124	8,137
01-256-72200	Medical Control	-	-	-	-	-	-	-	-	-
01-256-72220	Pharmacy	-	-	-	-	-	-	-	-	-
01-256-72250	Oxygen	-	-	-	-	-	-	-	-	-
01-256-72300	Safety Equipment/Protective Clothing	30,200	25,217	31,600	31,600	27,700	28,531	29,386	30,267	31,175
01-256-72500	Disposable Supplies	-	-	-	-	-	-	-	-	-
01-256-78400	Small Equipment	5,000	5,499	8,300	4,000	4,950	5,100	5,254	5,418	5,582
01-256-78600	Hardware	1,100	914	4,200	3,000	4,458	3,300	3,718	10,591	6,113
01-256-79100	Maintenance Supplies	1,500	386	1,500	1,688	1,500	1,545	1,591	1,639	1,688
01-256-79999	Miscellaneous Expense	6,000	3,246	6,000	5,369	4,000	4,120	4,243	4,370	4,502
01-256-87100	Programs & Special Projects	13,750	10,745	15,300	12,400	14,900	15,253	15,709	16,182	16,670
<b>Total Services/Supplies</b>		<b>\$ 242,870</b>	<b>\$ 213,098</b>	<b>\$ 286,692</b>	<b>\$ 269,450</b>	<b>\$ 280,101</b>	<b>\$ 283,032</b>	<b>\$ 314,922</b>	<b>\$ 308,217</b>	<b>\$ 310,261</b>
<b>Capital</b>										
01-256-83300	Equipment	-	-	-	-	9,750	-	-	-	-
01-256-83650	Capital Replacement	-	-	-	-	20,000	-	-	-	-
01-256-83700	Capital Expenses	-	-	-	-	-	-	-	-	-
	Capital Outlay MUD owned	-	-	-	-	35,000	-	-	-	-
<b>Total Capital</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,750</b>	<b>\$ 42,000</b>	<b>\$ -</b>	<b>\$ 175,000</b>	<b>\$ 9,750</b>

256 **Total Expenditures** \$ 1,082,563 \$ 1,097,509 \$ 1,273,919 \$ 1,263,088 \$ 1,404,197 \$ 1,438,139 \$ 1,490,913 \$ 1,720,239 \$ 1,588,971

FOOT 6/6/19

\$ (0) \$ 0

CAFR

CAFR

Rpt Build

Rpt Build

Financial Summary	FY 2018 BUDGET	FY 2018 ACTUAL	FY 2019 BUDGET	FY 2019 ESTIMATE	FY 2020 PROPOSED	% Change (Bud. vs. Pro)
Personnel	\$ 839,693	\$ 884,412	\$ 987,227	\$ 993,638	\$ 1,059,345	7%
Services & Supplies	242,870	213,098	286,692	269,450	280,101	-2%
Capital	-	-	-	-	64,750	
<b>TOTAL</b>	<b>\$ 1,082,563</b>	<b>\$ 1,097,509</b>	<b>\$ 1,273,919</b>	<b>\$ 1,263,088</b>	<b>\$ 1,404,197</b>	<b>10%</b>

Foot

If grant funding for the FM position is approved	\$ 1,273,919	\$ 1,353,759	6%
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Town Council

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Meeting Date: July 29, 2019

\*This % change is the Fire Marshal position that is reimbursed at 50% (\$ 54,896) and increased costs in salaries and benefits

\*\*Replacement of Fire Marshal pick-up, extrication tools, computer equipment on replacement plan



# **Trophy Club Fire Department FY2019-20 Annual Budget**

**July 29, 2019**

**Presented to TCMUD 1 Board and TC Town Council**

# Budget Goals

The budget presented meets or exceeds our departmental budgetary goals for FY19-20:

- ❖ Maintain the current level of service provided to our citizens

# Budget Goals

- ❖ Preserve fiscal stewardship by providing a conservative budget that does not exceed the previous year's request in all areas outside of required personnel increases

# Budget Goals

- ❖ Adhere to the Department's fleet and equipment replacement plans ensuring our ability to respond and work safely on emergency scenes

# Budget Changes

Significant changes for FY19-20:

- ❖ Increase in the overall personnel budget by 7%
  - This includes funding the Fire Marshal position at 50%
  - AFG Grant applied for to cover this increase
  - General fire personnel are budgeted to receive a 3% increase in salary with associated increases in benefits



# Personnel Budget Changes

Fire Personnel Budget	FY 2019 Budget	FY 2019 Estimate	FY 2020 Proposed	% Change (Budget vs Projected)
Salaries	\$642,064	\$545,662	\$685,231	20%
Longevity	\$6,566	\$6,358	\$6,890	7%
Certification	\$4,950	\$6,713	\$9,300	27%
Retirement	\$90,511	\$90,500	\$98,715	8%
Medical Insurance	\$74,126	\$90,800	\$86,631	-5%
Dental Insurance	\$5,985	\$5,455	\$6,837	20%
Life Insurance	\$4,068	\$3,898	\$4,981	21%



# Budget Changes

Significant changes for FY19-20:

- ❖ A 2% **decrease** in the Services and Supplies Budget
  - Increase of \$4,000 in Software and Support
  - Increase of \$8,500 in Communication/Pagers/Mobiles
  - Increase of \$4,000 in Building Maintenance

# Budget Changes

Significant changes in Capital Expenses for FY19-20:

## ❖ Capital Expenses estimated at \$64,750

- Pick-up truck \$20,000
- Extrication tools \$35,000
- Computer Equipment \$9,750

# Budget Changes

## Significant changes in Capital Expenses for FY19-20:

- ❖ Replacement of 2006 pick-up truck for the Fire Marshal at \$20,000



### Maintenance Issues

- Popping in front end
- Bad miss in the engine

# Budget Changes

## Significant changes in Capital Expenses for FY19-20:

- ❖ Replacement of 11 year old extrication tools at \$35,000



# Budget Changes

## Significant changes in Capital Expenses for FY19-20:

- ❖ Replacement of computer equipment on replacement plan for \$9,750
- ❖ Includes all Toughbooks in Fire/EMS vehicles including mounts, software, labor
- ❖ Normal 4 year rotation





# Capital Asset Discussion

- The FM Truck and IT Equipment
  - In the past several years there has been an attempt to stop sharing capital assets if this continues:
    - We will need to decide who will fund the FM truck at 100% of the cost (\$40,000)
    - Who will fund the IT replacements at 100% (\$19,500)

# Budget Recap

- ❖ The overall budget increase is 11% and includes
  - 7% increase in the Personnel budget
  - A 2% decrease in Services and Supply budget
  - Capital outlay of \$64,750 in equipment and capital items on the replacement plan



# **Trophy Club Fire Department FY 2020 Budget Presentation**

**Questions?  
July 29, 2019**



**INTERLOCAL COOPERATION AGREEMENT**  
**FOR ADMINISTRATION OF FIRE PROTECTION SERVICES**

THIS AGREEMENT is made and entered into this 19th day of September, 2016, by and between **Trophy Club Municipal Utility District No. 1**, a district created pursuant to Section 59, Article XVI, Texas Constitution and the Texas Water Code, Chapter 54 hereinafter referred to as "**District**", and the **Town of Trophy Club**, a home rule municipal corporation, hereinafter referred to as "**Town**".

**WITNESSETH:**

**WHEREAS**, District is a duly organized political subdivision of the State of Texas engaged in the administration of fire protection and related services for the benefit of those persons residing, traveling within, or being physically located within the boundaries of District, which boundaries include, without limitation, portions of the incorporated and unincorporated limits of the Town of Trophy Club, Texas; and

**WHEREAS**, District and Town operate pursuant to the 2008 Interlocal Cooperation Agreement for Fire Protection Services as amended by the First Amendment to 2008 Interlocal Cooperation Agreement for Fire Protection Services (hereinafter collectively "2008 ILA for Fire Protection Services") and District provides firefighting services to residents of the Trophy Club Public Improvement District No. 1 (hereinafter also referred to as "**PID**"); and

**WHEREAS**, the PID pays their part of the fire expenditures through an assessment from the Town; and

**WHEREAS**, the provision of Fire Functions is a governmental function that serves the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

**WHEREAS**, District is individually authorized to perform Fire Functions pursuant to Section 49.351 of the Texas Water Code and the Town is individually authorized to perform Fire Functions pursuant to its police powers and the parties desire to enter into this Agreement regarding the performance of Fire Functions; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, et seq., as amended (the "Act") provides authority for governmental entities of the State of Texas to enter into interlocal agreements with each other regarding governmental functions and services as set forth in the Act;

**WHEREAS**, Town and District have determined it necessary and appropriate to enter into a new agreement for the operation of Fire Protection Services superseding the 2008 ILA for Fire Protection Services; and

**NOW, THEREFORE,** District and Town, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

**I.  
Incorporation / Term**

**1.1 Incorporation of Recitals.** The foregoing recitals are agreed upon and incorporated herein as a part of this Agreement.

**1.2 Term.** This Agreement shall become effective upon approval by each of the respective governing bodies of Town and District and upon execution by their respective authorized representatives, and shall remain in effect for an initial trial period of five (5) years, commencing October 1, 2016 and terminating on September 30, 2021. The parties shall have a joint meeting to review the agreement in July 2017. Upon expiration of any five (5) year term, this agreement shall automatically be extended for an additional five (5) year term unless written notice of nonrenewal is given in accordance with Section X.

**II.  
Definitions**

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

- A. "Eligible Persons"** shall mean those persons residing, traveling within, or being physically located within the corporate boundaries of the Town of Trophy Club, Texas and/or District, including without limitation both incorporated and unincorporated areas, and shall also include those persons residing, traveling within, or being physically located within the corporate boundaries of another political subdivision of the State of Texas with whom Town and/or District have a mutual aid agreement to provide fire protection services and those persons located within the fire district as designated by Denton County and accepted by Town and/or District.
- B. "Emergency Medical Services"** shall mean any and all of the customary and usual activities of trained paramedics providing emergency health care services,
- C. "Fire-fighting Activities", "Fire Protection Services", or "Fire Functions"** shall mean any and all of the customary and usual activities of a fire department, including fire suppression, fire prevention, training, safety education, maintenance, communications, photography, and administration.



### III. Budget and Funding

#### 3.1 Budget and Funding

- A. Budget Preparation:** Town shall prepare a budget for Fire Protection Services and present that budget to the Town Council and District for approval at a joint meeting before August 1 of each year. Both parties shall approve the contractual budget by August 15 of each year. Budget amendments requiring additional funding shall be submitted for approval to both Town Council and District. This Agreement does not impact the authority of District to set the appropriate tax rate for District

In order to facilitate a level emergency services assessment for the Trophy Club Public Improvement District pursuant to the annual Service and Assessment Plan or "SAP" and District Fire Tax, District shall provide outstanding debt, lease and reserve reimbursement obligations as illustrated in Attachment "A" to this Agreement. Changes and/or updates to Attachment "A" shall be provided to Town prior to June 30 of each year of this Agreement, and any renewal term.

- B. Funding:** District and Town shall share the funding of all costs associated with Fire Protection Services provided to Eligible Persons as defined herein, pursuant to the approved Budget and in accordance with the terms of this Agreement. Such funding shall be accomplished as follows:

- 1) District shall fund 50% of all costs associated of personnel providing Fire Protection Services provided to Eligible Persons as defined herein, in accordance with the terms of the Town approved Budget through the assessment and collection of an annual Fire Tax on the property owners of District.
- 2) District shall fund 100% of all costs of services and supplies associated with Fire Protection Services and services associated with operating the Fire Department in accordance with the terms of the Town approved Budget through the assessment and collection of an annual Fire Tax on the property owners of District.
- 3) District shall fund 100% of all fire capital replacement costs through an annual capital replacement contribution as defined herein, in accordance with the terms of the approved Fire Budget through the assessment and collection of an annual Fire Tax on the property owners of District.
- 4) The Town shall fund all costs associated with Fire Protection Services to Eligible Persons by an annual assessment on and collection from Eligible Persons owning real property and improvements thereon located within the Town but not within District and levied in accordance with the Public Improvement District Act, Chapter 372 of the Texas Local Government Code, as amended; such



assessment shall be adopted by Town Council through the approval of the Annual Service and Assessment Plan for Authorized Services for the Trophy Club Public Improvement District No. 1. If the beneficial assessment determined in the SAP (Service and Assessment Plan) is an amount different from the fire tax of District, the Parties agree to negotiate the reconciliation of the difference.

- 5) District shall continue to pay all outstanding debt obligations incurred and existing prior to the commencement of the contract term.
- 6) Budget overages or shortages shall be applied proportionally during the months of April to September of the current budget year.

**C. Payment:** Payments from the District for the purpose of Fire Protection Services shall be paid to the Town on a monthly basis. The monthly payments shall constitute the entirety of the annual contract divided by twelve (12) months, minus total PID assessment fee for Fire Protection services, beginning on October 31 and concluding on September 30 of each fiscal year of the term of the Agreement, and thereafter for each successive year in which this Agreement is in effect. Payments will become past due fifteen (15) business days after the established due date. The total amount of existing fire protection debt service shall be netted out.

#### **IV.**

#### **Operational Obligations and Rights of the Parties**

##### **4.1 District Obligations and Rights:**

District shall perform all of its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties in full compliance with the terms and conditions of this Agreement.

##### **4.2 Town Obligations and Rights:**

- A.** Upon the effective date of this Agreement, Town shall be responsible for providing Fire Protection Services to Eligible Persons, including but not limited to assuming full responsibility for the operational control and management of Fire Protection Services, previously under the control and direction of District. The Town's responsibilities hereunder shall include, without limitation, the control, and management of all personnel as more specifically set forth in Section VI and all policy and personnel matters related to and arising out of providing Fire Protection Services and the obligations specifically assumed hereunder.
- B.** Town, acting through its Town Manager or designees, shall oversee the daily operations of Fire Protection Services.
- C.** The officers and employees of Town shall perform all duties and responsibilities of the District necessary to render Fire Protection Services to all Eligible Persons.



- D. It shall be the responsibility and duty of Town, its officers and employees, within the sole discretion of such officers and employees, to determine priorities in the dispatching and use of such equipment and personnel to perform Fire Functions under this Agreement.
- E. Town shall have the authority to enter into mutual aid agreements on behalf of District and Town to provide Fire Protection Services as deemed appropriate by Town. The term of such agreements shall run concurrently with the term of this Agreement and shall terminate upon termination of this Agreement.
- F. Town shall perform all of its duties and obligations as herein stated and shall devote sufficient time and attention to the execution of such duties provided on behalf of District in full compliance with the terms and conditions of this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this agreement for the mutual benefit of Town and District.
- G. Town will provide an annual report regarding status and maintenance of fire station, engine/pumper, brush truck, and ladder truck. Additionally, Town will continue to meet and/or exceed the requirements set by the NFPA and TCFP.
- H. District may hire Fire Auditors of their choice to review physical Fire Department assets and operator practices on an annual basis for benefit of District and Town; audit may occur during the month of April. (See Attachment "B"). All Auditors fees will be paid by the District.
- I. The Town shall provide the District timely notice of any accident, damage, dangerous or defective condition relating to District assets under this agreement.

## **V. Assets**

**5.1 Ownership.** Prior to the commencement of this agreement, all assets owned or directly purchased by District utilized for Fire Protection Services shall remain the property of District. This Agreement does not affect right, title or interest to such property. All assets owned or directly purchased by Town utilized for Fire Protection Services shall remain the property of the Town. This Agreement does not affect right, title, or interest to such property.

**5.2 Ownership Upon Termination.** Upon termination of this Agreement, each party shall retain ownership of assets purchased with its respective funds unless both Town and District elect to negotiate terms to transfer ownership to the other party.



## VI. Employee Supervision and Organization

**6.1 Control and Oversight.** Town shall have control and oversight over Fire Protection Services and control and oversight over Emergency Medical Services. Town shall have exclusive authority to establish Standard Operating Procedures for Fire/EMS Protection Services. (hereinafter collectively, "SOPs").

**6.2 Benefits and Human Resources Services.** In accordance with Town personnel policies, Town shall provide benefits and human resources services to all eligible employees providing Fire Protection Services. DISTRICT shall provide funding as set forth in Subsection 3.1(B). The Parties understand and agree that on and after the effective date of this Agreement, all employees providing Fire Protection Services shall be Town employees and shall be solely subject to Town personnel policies and SOPs.

## VII. Consideration

The parties agree that sufficient consideration for this Agreement exists and is found in the Payments Made pursuant to **Section III** of this Agreement and in the cross promises set forth above and other good and valuable consideration. District's agreement to fund Fire Functions as provided in Section III above in exchange for Town's agreement to oversee and manage Fire Functions for Eligible Persons as provided in Section IV above, shall serve as sufficient consideration under this Agreement. Each party hereto paying for the performance of governmental functions or services shall make such payments from current revenues legally available to the paying party. Each party further agrees that it is fairly compensated for the services or functions performed under the terms of this Agreement

## VIII. Negligence of Parties/Insurance

**8.1 Town Negligence/Insurance.** Town shall be responsible for its sole negligence. Town agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Town's officers, employees, and agents acting under its direction. Town shall provide liability insurance to cover the acts and omissions of Town, its officers, employees, and agents performing obligations under this agreement, including but not limited to all personnel providing Fire Protection Services.

**8.2 District Negligence/Insurance.** District shall be responsible for its sole negligence. District agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all District's officers, employees, and agents acting under its direction. District shall maintain general liability insurance to cover District owned or leased assets. District shall provide liability insurance to cover the acts and omissions of District, its officers, employees, and agents performing obligations under this Agreement.



## **IX. Immunity**

The fact that Town and District accept certain responsibilities relating to the rendering of Fire Protection Services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent possible under the law. Neither Town nor District waives any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

## **X. Default / Termination**

In the event that either party hereto breaches any term or condition of this Agreement, this Agreement may be terminated by the aggrieved party if such default is not cured within a period of one hundred eighty (180) days after receipt of written notice of default by the party allegedly in breach of its obligations hereunder. At the option of the aggrieved party, if such default is not cured within the one hundred eighty (180) day period, this Agreement shall immediately terminate without further notice, unless an extension is mutually agreed and approved by both Town and District.

## **XI. Entire Agreement**

This Agreement represents the entire and integrated agreement between Town and District and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

## **XII. Venue**

The laws of the State of Texas shall govern this Agreement and each of its terms and provisions, including but not limited to the rights and duties of the parties hereto, and exclusive venue shall be in Denton County, Texas.

## **XIII. Severability**

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

**XIV.  
Non-Waiver**

All rights, remedies, and privileges permitted or available to either party under this Agreement or at law or equity shall be cumulative and not alternative, and election of any such right, remedy, or privilege shall not constitute a waiver or exclusive election of rights, remedies or privileges with respect to any other permitted or available right, remedy or privilege. Additionally, one instance of forbearance by the either party in the enforcement of any such right, remedy or privilege against the other party, shall not constitute a waiver of such right, remedy or privilege by the forbearing party. A default by either party under this Agreement shall not result in a forfeiture of any rights, remedies, or privileges under this Agreement by such defaulting party.

**XV.  
ANNUAL FINANCIAL AUDIT**

Town shall provide any documents requested by auditors of District no later than November 30 of each year.



### Signature Authority

The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**EXECUTED in duplicate originals.** The effective date of this Agreement shall be September 19, 2016.

#### TOWN OF TROPHY CLUB, TEXAS

By: [Signature]  
Name: C. Nick Sanders  
Title: Mayor  
Date: 9-19-16

#### ATTEST:

By: [Signature]  
Name: Holly Fimbres  
Title: Town Secretary / RMO



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

By: [Signature]  
Name: Kevin R. Carr  
Title: President  
Date: 9/19/16

#### ATTEST:

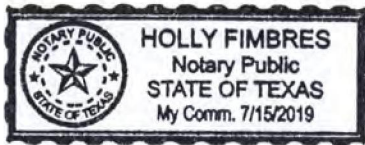
By: [Signature]  
Name: James Hase  
Title: Secretary/Treasurer



## ACKNOWLEDGEMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §  
COUNTY OF TARRANT §

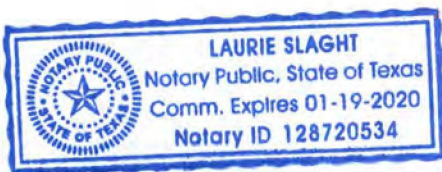
This instrument was acknowledged before me on the 19<sup>th</sup> day of September, 2016 by **C. Nick Sanders, Mayor** of the **TOWN OF TROPHY CLUB, TEXAS**, a home rule municipal corporation, on behalf of such corporation



Holly Fimbres  
Notary Public in and for the State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §  
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 19<sup>th</sup> day of September, 2016 by **Kevin Carr, President** of the **TROPHY CLUB MUNICIPAL UTILITY DISTRICT NO. 1**, district, on behalf of such corporation



Laurie Slaght  
Notary Public in and for the State of Texas

**Attachment "A"**

## Trophy Club MUD - Fire Department Debt

Fiscal Year	Fire Station Bond		Reimbursement	Ladder Truck		Total		
			Reserve		Lease			
2017	\$	148,658	\$	68,096	\$	127,149	\$	343,903
2018		150,858		68,096		127,149		346,103
2019		147,883		68,096		127,149		343,128
2020		149,908		68,096		127,149		345,153
2021		151,758		68,096		127,149		347,003
2022		153,433		68,096		127,149		348,678
2023		153,433		68,096		-		221,529
2024		153,183		68,096		-		221,279
2025		152,683		68,096		-		220,779
2026		148,083		68,096		-		216,179
2027		153,368		68,096		-		221,464
2028		153,243		68,096		-		221,339
2029		152,783		68,096		-		220,879
2030		152,113		68,096		-		220,209
2031		151,163		68,096		-		219,259
Total	\$	2,272,550	\$	1,021,440	\$	762,894	\$	4,056,884



## **Attachment "B"**

### **Trophy Club Municipal Utility District No. 1 Fire Department Assets and Operator Practices Annual Audit Checklist**

- 1. Standard Operating Procedures (SOP) – Meet or exceed all requirements of Town SOP's for Fire Department.**
- 2. Annual Inspection of all Fire Department Vehicles:**
  - a. Ladder, Pumper and Brush Truck records of maintenance: including a full operational inspection once a year by a manufacturer approved facility (e.g. Pierce in Denton)**
- 3. Hose annual pressure testing documentation as required by the National Fire Protection Association standards (NFPA).**
- 4. Air Packs Self Contained Breathing Apparatus (SCBA) as required. Manufacturer guidelines of the National Fire Protection Association standards (NFPA).**
- 5. Radio communications will be checked. and kept current with technology and operational requirements as appropriate**
- 6. Training records including all certification documents required per local, state and federal and National Fire Protection Association standards**
- 7. Meet or exceed all requirements of fire plan approved by the Texas Commission on Environmental Quality (TCEQ).**