



# Town of Trophy Club

1 Trophy Wood Drive  
Trophy Club, Texas 76262

## Meeting Agenda

### Town Council

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Tuesday, June 23, 2020

5:30 PM

Workshop Session - Training/EOC Room  
Regular Session - Council Chambers

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#### CALL TO ORDER AND ANNOUNCE A QUORUM

#### CONVENE INTO WORKSHOP SESSION AT 5:30 P.M. in TRAINING/EOC ROOM.

1. [2020-166-T](#) Discussion regarding the Town of Trophy Club Overview of Budget (S. Norwood)
2. [2020-167-T](#) Discussion regarding the Town of Trophy Club Hotel Occupancy Fund (S. Norwood)
3. [2020-168-T](#) Discussion regarding the Town of Trophy Club Capital Projects (S. Norwood)

#### CONVENE INTO REGULAR SESSION - ESTIMATED START TIME - 7:00 P.M.

#### CALL TO ORDER AND ANNOUNCE A QUORUM

#### INVOCATION - led by Reverend Edlen Cowley

#### PLEDGES - led by Council Member Monger

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

#### PUBLIC COMMENTS

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

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

#### ANNOUNCEMENTS AND REPORTS

4. [2020-163-T](#) Badge Pinning Ceremony for newly hired Fire Chief Jack Taylor and Firefighter Jason Countryman (S. Norwood).

5. [2020-169-T](#) Receive Town Manager Norwood's update and provide input regarding the following (S. Norwood).  
\*Meadowbrook Lane Update  
\*American Heart Association Mission; Lifeline's Gold Award for Trophy Club Fire Department

### CONSENT AGENDA

*All matters listed as Consent Agenda are considered to be routine by the Town Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered individually.*

6. [2020-175-T](#) Take appropriate action regarding the Town Council Regular Session Minutes dated June 9, 2020 (S. Norwood).

**Attachments:** [\(DRAFT\)-Town Council Regular Session Minutes - June 9, 2020.pdf](#)

7. [2020-176-T](#) Request from Shane Philpott to waive late fees and penalties for The Christian Fellowship in the amount of \$259.35 (S. Norwood).

**Attachments:** [Staff Report - Waiver of Penalties and Interest Account #536566DEN.pdf](#)  
[THECHRISTIANFELLOWSHIP-PHILPOTT.pdf](#)

8. [2020-181-T](#) Take appropriate action relating to office copiers' lease not to exceed the amount of \$34,000 (S. Norwood).

**Attachments:** [Staff Report-3 year copier contract - June 23, 2020.pdf](#)  
[Town of TC - Copier Proposal.pdf](#)

### INDIVIDUAL ITEM(S)

9. [2020-171-T](#) Take appropriate action regarding the Interlocal Agreement for Fleet Service for the Trophy Club Fire Department (S. Norwood).

**Attachments:** [ILA -Watauga and Trophy Club -Vehicle Maintenance 2020 .pdf](#)  
[SMEG Maintenance Pricing 2018.pdf](#)

10. [2020-170-T](#) Presentation by SAMCO, the Town's Financial Advisor, on refunding some of the Town's currently outstanding debt for interest rate savings and authorizing Town Staff and Financial Advisor to proceed with the Refunding (S. Norwood).

**Attachments:** [Staff Report - Series 2010 Refunding - June 23, 2020.pdf](#)  
[TC Refunding Summary.pdf](#)

11. [2020-180-T](#) Review and provide direction to staff on Future Agenda Items List (S. Norwood).

### EXECUTIVE SESSION

**RECONVENE INTO REGULAR SESSION**

12. [2020-174-T](#) Take appropriate action regarding Executive Session (S. Norwood).

**ADJOURN**

**\* The Town Council may convene into executive session to discuss posted items as allowed by the Texas Open Meetings 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 June 19, 2020 by 5:00 p.m. in accordance with Chapter 551, Texas Government Code.**

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

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

# Town of Trophy Club

1 Trophy Wood Drive  
Trophy Club, Texas 76262

## Legislation Details (With Text)

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**File #:** 2020-166-T    **Version:** 1    **Name:**  
**Type:** Agenda Item    **Status:** Draft  
**File created:** 6/9/2020    **In control:** Town Council  
**On agenda:** 6/23/2020    **Final action:**  
**Title:** Discussion regarding the Town of Trophy Club Overview of Budget (S. Norwood)  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Discussion regarding the Town of Trophy Club Overview of Budget (S. Norwood)

# Town of Trophy Club

1 Trophy Wood Drive  
Trophy Club, Texas 76262

## Legislation Details (With Text)

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**File #:** 2020-167-T    **Version:** 1    **Name:**  
**Type:** Agenda Item    **Status:** Draft  
**File created:** 6/9/2020    **In control:** Town Council  
**On agenda:** 6/23/2020    **Final action:**  
**Title:** Discussion regarding the Town of Trophy Club Hotel Occupancy Fund (S. Norwood)  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Discussion regarding the Town of Trophy Club Hotel Occupancy Fund (S. Norwood)

## Legislation Details (With Text)

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**File #:** 2020-168-T    **Version:** 1    **Name:**  
**Type:** Agenda Item    **Status:** Draft  
**File created:** 6/9/2020    **In control:** Town Council  
**On agenda:** 6/23/2020    **Final action:**  
**Title:** Discussion regarding the Town of Trophy Club Capital Projects (S. Norwood)  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Discussion regarding the Town of Trophy Club Capital Projects (S. Norwood)

## Legislation Details (With Text)

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**File #:** 2020-163-T    **Version:** 1    **Name:**

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

**File created:** 6/3/2020    **In control:** Town Council

**On agenda:** 6/9/2020    **Final action:**

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

**Attachments:**

Date	Ver.	Action By	Action	Result
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Badge Pinning Ceremony for newly hired Fire Chief Jack Taylor and Firefighter Jason Countryman (S. Norwood).

## Legislation Details (With Text)

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**File #:** 2020-169-T    **Version:** 1    **Name:**

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

**File created:** 6/9/2020    **In control:** Town Council

**On agenda:** 6/23/2020    **Final action:**

**Title:** Receive Town Manager Norwood's update and provide input regarding the following (S. Norwood).  
\*Meadowbrook Lane Update  
\*American Heart Association Mission; Lifeline's Gold Award for Trophy Club Fire Department

**Attachments:**

Date	Ver.	Action By	Action	Result
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Receive Town Manager Norwood's update and provide input regarding the following (S. Norwood).

\*Meadowbrook Lane Update

\*American Heart Association Mission; Lifeline's Gold Award for Trophy Club Fire Department



## Legislation Details (With Text)

<b>File #:</b>	2020-175-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/15/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	6/23/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Town Council Regular Session Minutes dated June 9, 2020 (S. Norwood).				
<b>Attachments:</b>	<a href="#">(DRAFT)-Town Council Regular Session Minutes - June 9, 2020.pdf</a>				

Date	Ver.	Action By	Action	Result
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Take appropriate action regarding the Town Council Regular Session Minutes dated June 9, 2020 (S. Norwood).

**TOWN OF TROPHY CLUB  
TOWN COUNCIL REGULAR SESSION MINUTES  
TUESDAY, JUNE 9, 2020, 7 P.M.**

The Trophy Club Town Council met in a Regular Session on Tuesday, June 9, 2020. The meeting was held at Town Hall, 1 Trophy Wood Drive in the Council Chambers.

**TOWN COUNCIL MEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

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

The Invocation was offered by Mayor Sanders.

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

Town Secretary Vacek confirmed no speakers registered for Public Comment.

**ANNOUNCEMENTS AND REPORTS**

**1. Receive Town Manager Norwood's Update (S. Norwood).**

- **COVID 19** – Town Manager Norwood reported there were three new cases diagnosed in Trophy Club; he commented on the Town seeing more activity recently and felt the increase was partly due to the recent increased occupancy rate to seventy-five percent; while travel seems to be limited. Mr. Norwood add that a ZOOM Meeting with the area hotels would be held on June 10, 2020 to address any issues/concerns/challenges.
- **Peaceful Demonstration Update held June 4, 2020** –Mr. Norwood reported the demonstration brought in over 700 people and shared his opinion that the outcome was very special for the Town; he applauded the Police Department's involvement that kept everyone safe, as well as the Fire Department's assisting with issues due to the heat. He mentioned training was provided by senior officers to our new officers.

**CONSENT AGENDA**

**2. Take appropriate action regarding the Town Council Regular Session Minutes dated May 26, 2020 (L. Vacek).**

3. **Extension of Proclamation 2020-02 declaring a Local Disaster for the Town of Trophy Club, Texas (Mayor Sanders).**
4. **A Resolution for the Appointment of Jim Carter to the Denco Area 9-1-1 District Board of Managers (Mayor Sanders).**
5. **Take appropriate action regarding a contract for the pipe rail fence repairs at Trophy Club Park not to exceed \$35,365.00 (S. Norwood).**

**Motion:**

Council Member Bone moved to approve Consent Items # 2 through #5. Council Member Geraci seconded the motion.

**Motion carried unanimously 5-0-0.**

**INDIVIDUAL ITEMS**

6. **Take appropriate action on holding the 4<sup>th</sup> of July Celebration (S. Norwood).**

Mr. Norwood reported that the Town has sufficient funds available for the 4<sup>th</sup> of July Event but cannot recommend a full celebration this late in time. He reported that Governor Abbott's June 3<sup>rd</sup> Update will allow mass gatherings, with specific guidelines. Trophy Club Staff has been in contact with the Denton County Health Department with the proposed plans, as well as the CDC Guidelines. He noted there will be additional field space available for social distancing and that Staff is concurrently working on opening up the swimming pool June 20<sup>th</sup>. Mr. Norwood stated that Staff recommends a modified approach and asked that Council give clear direction on how to proceed with this Town Event; Fireworks only, or Fireworks, Band, and Food Vendors, without a parade, bounce house structures, or a 5k Run. Assistant Town Manager Carroll responded to the question of surrounding cities; Southlake is looking at holding a fireworks only display, Grapevine will hold a fireworks display, while the majority of the surrounding cities have made decisions not to have fireworks as of today, such as Irving and Flower Mound.

Council Member Bone asked what the timeline would look like if staff moves forward with a modified celebration of fireworks, band and food vendors. Mr. Carroll responded that the Denton County Public Health's highest recommendation was to not include bounce houses as well as to shorten the event to lessen exposure. The Staff is looking at having food vendors serve between 6 - 7 PM; the Band would play between 7 – 8 PM; followed by the fireworks at 9:20 PM. It was noted that Southlake will hold their Fireworks Show on July 3<sup>rd</sup>. Council Member Bone suggested the Town's Fireworks Show coincide with Southlake's Show to provide a choice rather than being the only celebration on July 4<sup>th</sup>. Council Member Geraci stated that if it is decided to have food vendors; it allows the local businesses the opportunity to recoup some of their recent losses due to COVID-19.

Mayor Pro Tem Shoffner asked Director of Parks & Recreation Jaramillo how many had attended previous shows as well as the number of wristbands distributed last year. Mr. Jaramillo replied that roughly 5,000 people attended the event in 2019 and approximately 1,000 child wristbands were sold. Mayor Pro Tem Shoffner stated that the attractions are the draw for many folks outside of the town; thus, food trucks would be ideal. It was asked if the band playing would also be shortened. Mr. Carroll replied yes. It was noted that the band would charge the full amount regardless of the hours played. A discussion ensued with regards to utilizing the band in October for Community Night since there would be no reduction in cost or time for the July 4<sup>th</sup> Event. Mayor Pro Tem Shoffner stated he was in support of having food trucks. Council Member Monger suggested the food vendors accept credit cards only and no cash.

Mayor Sanders asked Mr. Jaramillo if he had the number of wrist bands given out strictly for Trophy Club Residents. That number was unknown at this time but could provide. Mayor Sanders stated that he was in favor of having Fireworks but was not in favor of food vendors, which could increase the crowd and risks.

Mr. Bone asked of the sales tax from area vendors and where it is reported, and suggested that the band be utilized in October for Community Night. Mayor Sanders reported the sales tax would not necessarily be reported in Trophy Club as sales tax does not have to be reported at remote locations. Council Member Geraci was also in favor of moving the date of the band to October for Community Night and felt that outside food vendors compete with Trophy Club

restaurants. Council Member Geraci also shared his concern of the band attracting a larger crowd and mentioned his personal situation of his family's constraints. He felt it was important for everyone to continue to observe social distancing but give the residents the opportunity to see the annual Fireworks Show.

Mayor Pro Tem Shoffner expressed disappointment to cancel the parade; and felt that it was an event for kids only. He asked staff to brainstorm ideas for a modified Kids' Parade. He added that the parade is one where Trophy Club Residents attend; as with the Flag Planting.

Mayor Sanders clarified that Governor Abbott's recent news conference is allowing a large gathering of 500; with the recommendation of maintaining social distancing. Mr. Norwood responded that was correct and that the recommendation was to include wearing masks.

Mayor Sanders mentioned approximately 20 resident emails were received in favor of a Fireworks Show. Mr. Jaramillo noted that the high school parking lot will not be available for parade set-up as in the past. Mayor Sanders asked of the pool hours and restrictions. Mr. Jaramillo responded that pool hours will be 11 AM – 9:30 PM and that the restriction is set at fifty (50%) occupancy for the pool.

**Motion:**

Mayor Sanders moved to go forward with a Fireworks Show; without a band, and without food vendors, but added that Staff plan a Kid's Parade, if possible. Mayor Pro Tem Shoffner seconded the motion. Council Member Monger asked that food vendors be added to the celebration in the case that Governor Abbott's next news conference changes between now and then. Mayor Sanders provided a friendly amendment to his motion to add food vendors. Mayor Pro Tem Shoffner agreed as he seconded the motion.

**Motion carried unanimously 5-0-0.**

**EXECUTIVE SESSION**

7. Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551.072 Deliberation regarding Real Property (Texas Open Meetings Act), the Council will convene into executive session to discuss the following:

- A) Hogan's Glen HOA Update (S. Norwood).
- B) Consultation with Town Attorney regarding John Artuso vs. Town of Trophy Club (S. Norwood).

**CONVENED INTO EXECUTIVE SESSION**

Mayor Sanders announced that the Council would recess into Executive Session at 7:41 pm.

**RECONVENED INTO REGULAR SESSION**

Mayor Sanders reconvened from Executive Session at 8:31 pm and announced that no action was taken.

**ADJOURNMENT**

Mayor Sanders adjourned the meeting at 8:31pm.

**ATTEST:**

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

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C. Nick Sanders, Mayor

## Legislation Details (With Text)

<b>File #:</b>	2020-176-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/15/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	6/23/2020	<b>Final action:</b>			
<b>Title:</b>	Request from Shane Philpott to waive late fees and penalties for The Christian Fellowship in the amount of \$259.35 (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report - Waiver of Penalties and Interest Account #536566DEN.pdf</a> <a href="#">THECHRISTIANFELLOWSHIP-PHILPOTT.pdf</a>				
Date	Ver.	Action By	Action		Result

Request from Shane Philpott to waive late fees and penalties for The Christian Fellowship in the amount of \$259.35 (S. Norwood).

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**To:** Mayor and Town Council

**From:** Steve Norwood, Town Manager

**CC:** Leticia Vacek, Town Secretary  
Mike Erwin, Finance Manager  
April Duvall, Chief Financial Analyst

**Re:** Waiver Request from Denton County for penalties and interest  
Account #536566DEN

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**Agenda Item:**

Consider and take appropriate action regarding waiving PID4 penalties and interest on Account #536566DEN in the amount of \$172.90 in penalties and \$86.45 in interest.(S. Norwood).

**Strategic Link:**

Administrative & Financial Services – Exercise fiscal discipline in all Town operations.

**Background and Explanation:**

A request for waiver of penalty and interest on the above mentioned account has been received by the Denton County Tax Assessor/Collector office.

Due to act or omission on part of Appraisal District, property owner failed to make payment of PID 4 assessment before the delinquency date. It was not realized that a PID assessment is not subject to exemptions.

Payment has not yet been made, however property owner has been notified that payment must be made within 21 days.

Pursuant to Section 33.01 I of the Property Tax Code, a request for waiver of penalty and interest may be applicable.

Your delinquent tax attorney has reviewed and recommended a waiver of penalty and interest.

Council action is required for final waiver of the penalties and interest.

**Financial Considerations:**

Waiving a total of \$259.35.

**Legal Review:**

Acceptable to Town Attorney

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

Not applicable.

**Staff Recommendation:**

Staff recommends waiver of PID4 penalties and interest for Account #536566DEN.

**Attachments:**

- Request to Waive Penalty and Interest Response Memo
- Documentation from Denton County

**Town Council Approval:**

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**Mayor C. Nick Sanders or designee**



**DENTON COUNTY**  
Office of  
**Michelle French, P.C.C.**  
Tax Assessor/Collector  
1505 E. McKinney St.  
Denton, TX 76209

Date: June 11, 2020

Dear Town of Trophy Club PID # 4

Governing Body Waiver for Penalty and Interest on the following property tax account(s):

536566DEN

A request for waiver of penalty and interest on the above mentioned account(s) has been received by the Denton county Tax Assessor/Collector office.

Due to act or omission on part of Appraisal District, property owner failed to make payment of PID 4 assessment before the delinquency date. It was not realized that a PID assessment is not subject to exemptions. See attached supporting documentation. Payment has not yet been made, however property owner has been notified that payment must be made within 21 days.

The property owner has ☐ has not ☒ paid taxes, penalty and interest within the required 21 days from the date the property owner knew or should have known that taxes were due.

Pursuant to Section 33.011 of the Property Tax Code, a request for waiver of penalty and interest may be applicable.

Your delinquent tax attorney has reviewed and recommended a waiver of penalty and interest. However please consult your attorney if there are questions regarding the accounts listed and the request for waiver.

Sincerely,

A handwritten signature in black ink that reads "Michelle French".  
Michelle French  
Denton County Tax Assessor/Collector



REQUEST TO WAIVE PENALTY AND INTEREST  
RESPONSE MEMO  
OFFICIAL ACTION OF GOVERNING BODY

Name of Governing Body: TOWN OF TROPHY CLUB, PID # 4

Date:

Account Number(s): 536566DEN

Property Owner Name: THE CHRISTIAN FELLOWSHIP

On this date \_\_\_\_\_, the Denton County Tax Assessor-Collector is hereby authorized to provide for the following action:

\_\_\_\_\_ Waiver of penalty and interest is **GRANTED** on the above account number(s)

\_\_\_\_\_ Waiver of penalty and interest is **DENIED** on the above account number(s)

Signature

Printed Name



Roll: NONE

Account 536566DEN  
Legal THE HIGHLANDS AT TROPHY CLUB  
NEIGHBORHOOD 6 PHASE 2F BLK DD  
LOT 4  
Refresh

AD # SJ1251A-00000DD-0000-0004-0000  
Owner THE CHRISTIAN FELLOWSHIP  
1181 15TH ST SW  
MASON CITY, IA 50401 US

Stat L  
Sup

A Val 553,974 S Def Deed Acres 0.002352 Ceiling Information No Ceilings Fiduciaries 0 found  
L Val 102,450 E Def Vol 0 Sq Ft 0 Exemptions MISC  
I Val 451,524 Ag Def 0 Page 0 Inst Roll R NonBilled 0 Found  
Loc 002704 TROPHY CLUB DR Map# 06/11/2020 Today Override P&I Paid 12/31/2018

Receivables Detail Audit Owner ID: N/A

Current/Due Prior Years All Select...

Values Year, Unit Type

Year	Status	Rec. Bal.	Pen. Due	Int. Due	Col. Pen	Total Due	Paid	Refund
TOTAL		1,728.99	172.90	86.45	.00	1,988.34	81,064.07	.00
2019		1,728.99	172.90	86.45	.00	1,988.34	.00	.00
C28		.00	.00	.00	.00	.00	.00	.00
ESD2		.00	.00	.00	.00	.00	.00	.00
PID4		1,728.99	172.90	86.45	.00	1,988.34	.00	.00
S11		.00	.00	.00	.00	.00	.00	.00
061		.00	.00	.00	.00	.00	.00	.00

## Michelle French

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**From:** Shane Philpott [REDACTED]  
**Sent:** Thursday, June 4, 2020 2:06 PM  
**To:** Stacey Dvoracek

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

Hello Stacey, I emailed you the email chain with Mason Justiss. The emails are dated and include property number, amount assessed, and his response to disregard the bill. I am asking that late fees and penalties be waived in light of this unique situation and that I was misdirected a number of months before these charges were added and was unaware that the issue remained unresolved.

Please confirm you have received the email chain and let me know if there is anything else I can do to help.

Thank you so much for your help with this matter!

Shane Philpott  
[REDACTED]

## Michelle French

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**From:** Matthew Tepper <Matthew.Tepper@mvalaw.com>  
**Sent:** Thursday, June 11, 2020 9:22 AM  
**To:** Michelle French; Craig Morgan  
**Subject:** RE: P & I Waiver Request

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

Michelle,

That sounds like a case where an act by the appraisal district caused or resulted in the tax being paid late. As long as the tax is paid within 21 days of the date the property owner realized that the PID was not exempt, this can qualify for a waiver under 33.011(a).

Thank you,

**Matthew Tepper | Attorney**

E-mail : [Matthew.Tepper@mvalaw.com](mailto:Matthew.Tepper@mvalaw.com)  
Main : 512-323-3200  
Fax : 512-323-3294

**mvba** Going Further™...  
McCreary Veselka Bragg & Allen P.C. Attorneys at Law

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**From:** Michelle French <Michelle.French@dentoncounty.com>  
**Sent:** Wednesday, June 10, 2020 3:54 PM  
**To:** Matthew Tepper <Matthew.Tepper@mvalaw.com>; Craig Morgan <Craig.Morgan@mvalaw.com>  
**Subject:** P & I Waiver Request

Hi Gentlemen!

I am sorry that I missed you the other day when you were in town. I hope you are both doing well.

I have an unusual circumstance and wanted to confirm with you my thoughts on the issue. We have a request regarding PID 4, which is the Trophy Club PID.

The issue is that the property owner had a religious exemption on the property. However because the PID does not have exemptions as a property tax does, the religious exemption did not attach to the PID.

The property owner did not know that the PID was not subject to exemptions. Additionally the appraiser with the Appraisal District, working the exemptions, evidently did not realize a PID was not subject exemptions. They sent a supplement to us to add the exemption to the PID only, and then went on to tell the property owner to ignore their tax bill.



The property owner didn't know that the exemptions didn't attach. Because it was a religious exemption, and all other taxing units were wholly exempted, the property owner followed the instructions of the appraisal district and didn't pay their PID assessment.

I believe this could fall under 33.011 but wanted to get your input as well. Do you believe this could be a valid waiver of penalty and interest and could go to the municipal governing body to consider the waiver? While the assessment will still be due, I think we could request a waiver.

Please let me know your thoughts.

Thanks!

**Michelle French**  
Denton County Tax Assessor/Collector

<https://tax.dentoncounty.com>

Phone 940-349-3500

Metro 972-434-8835

Fax: 940-349-3501

*If your organization is not changing as fast on the inside as the world is changing on the outside; you will eventually cease to exist  
~ Jack Welch, General Electric*

*You are never too old to set another goal or to dream a new dream ~C.S. Lewis*

Please note that any communication sent to the Denton County Tax Assessor-Collector may become public record and made available for public/media review. ATTENTION PUBLIC OFFICIALS: a Reply to All of this e-mail could lead to violations of the Texas Open Meetings Act. Please reply only to the sender. This e-mail message may contain confidential and/or privileged information. If you are not an addressee or otherwise authorized to receive this message, you should not use, copy, disclose or take any action based on this e-mail or any information contained in the message. If you have received this material in error, please advise the sender immediately by reply e-mail and delete this message.

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential attorney work product, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this in error, please notify us immediately by telephone or by email.

## Michelle French

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**From:** Shane Philpott [REDACTED]  
**Sent:** Thursday, June 4, 2020 2:40 PM  
**To:** Stacey Dvoracek  
**Subject:** Fwd: Religion exemption taxation bill

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

Begin forwarded message:

**From:** Shane Philpott [REDACTED]  
**Date:** January 27, 2020 at 3:52:15 PM CST  
**To:** Mason Justiss <mason.justiss@dentoncad.com>  
**Subject:** Re: Religion exemption taxation bill

Thank you. Much appreciated! Shane

On Jan 27, 2020, at 3:45 PM, Mason Justiss <mason.justiss@dentoncad.com> wrote:

Shane,

I apologize for the delay. I am submitting a supplement to correct the tax record for prop\_id 536566. The exemption should have applied to all taxing entities but for some reason one specific entity did not receive the exemption. It will take some time for the supplement to be processed as we are going through a software change but it will happen as soon as possible. **Please be patient and disregard the tax bill at this time.**

On Wed, Jan 15, 2020 at 3:21 PM Shane Philpott [REDACTED] wrote:

----- Forwarded message -----

**From:** Shane Philpott [REDACTED]  
**Date:** Thu, Jan 2, 2020 at 9:39 AM

## Michelle French

---

**From:** Shane Philpott [REDACTED]  
**Sent:** Thursday, June 4, 2020 2:36 PM  
**To:** Stacey Dvoracek  
**Subject:** Re: Religion exemption taxation bill

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

It is in the email chain above, about the third one down, from Mason justice.

On Jun 4, 2020, at 2:28 PM, Stacey Dvoracek <Stacey.Dvoracek@dentoncounty.com> wrote:

Mr. Philpott,

The email below is what you sent to the Denton CAD. I do not see any portion of the email where the CAD replied. Do you have other emails?

Thank you,

*Stacey Dvoracek*  
Chief Deputy for Michelle French  
Denton County Tax Assessor/Collector  
940-349-3523

**From:** Shane Philpott [REDACTED]  
[REDACTED]  
[REDACTED]  
**Subject:** Fwd: Religion exemption taxation bill

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Never enter your password or other sensitive information on linked web pages contained in emails unless you are certain the web pages are safe. If you have questions or need assistance, please contact the Help Desk.

----- Forwarded message -----

**From:** Shane Philpott [REDACTED]  
**Date:** Thu, Jan 2, 2020 at 9:39 AM  
**Subject:** Religion exemption taxation bill  
**To:** <[mason.justiss@dentoncad.com](mailto:mason.justiss@dentoncad.com)>



Subject: Religion exemption taxation bill

To: <[mason.justiss@dentoncad.com](mailto:mason.justiss@dentoncad.com)>

Resending again on Jan 15, 2020: I really need assistance with this. I have called every number and emailed a number of times. Please respond ... someone. Thank you. Shane Philpott

Resending on Jan 2, 2020:

Dear Mr. Justiss,

My name is Shane Philpott and I am the president of The Christian Fellowship Ministries. Our non-profit religious organization owns the property at 2704 Trophy Club Drive in Trophy Club, Texas. We have been granted tax exemption for that property and have received the proper documentation.

We recently received a tax statement bill in the amount of \$1,728.99. I have called a number of individuals to attempt to address the matter and all roads lead back to you. I left a message at your offices a couple times over the past month but have not heard back regarding this issue. The property account number is: 536566DEN. I was encouraged to contact you by email by a gentleman named Lynn at the Denton Central Appraisal District.

Please feel free to respond to my inquiry at your earliest convenience. My email is included here, and my cell number is [REDACTED] should you have any questions or concerns. Thank you for your time and attention to this matter. I look forward to hearing from you soon.

Sincerely,  
Shane Philpott

--

Regards,

*Mason Justiss, RPA*

*Exemption Coordinator - BPP*

*Denton Central Appraisal District*

[940.349.3896](tel:940.349.3896)(direct)

[Mason.justiss@dentoncad.com](mailto:Mason.justiss@dentoncad.com)



## Legislation Details (With Text)

<b>File #:</b>	2020-181-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/17/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	6/23/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action relating to office copiers' lease not to exceed the amount of \$34,000 (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report-3 year copier contract - June 23, 2020.pdf</a> <a href="#">Town of TC - Copier Proposal.pdf</a>				
Date	Ver.	Action By	Action		Result

Take appropriate action relating to office copiers' lease not to exceed the amount of \$34,000 (S. Norwood).



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

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**To: Mayor and Town Council**

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

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

**Re: Procurement of copiers from Kyocera Document Solutions.**  
**Town Council Meeting, June 23, 2020**

---

**Agenda Item:**

Take appropriate action relating to office copiers' lease not to exceed the amount of \$34,000 (S. Norwood).

**Strategic Link:**

Infrastructure & Development – Maintain and improve all Town infrastructure.  
Administrative & Financial Services – Exercise fiscal discipline in all Town operations.  
Administrative & Financial Services – Provide high value technology and information services.

**Background and Explanation:**

We are requesting to enter into a 3-year agreement with Kyocera Document Solutions for a lease of two copiers not to exceed \$34,000 over 3 years. The lease includes all parts, labor, and onsite maintenance excluding paper and staples. The lease includes the retirement of the current copier and all shipping costs back to the leasing partner. It also included removing hard drives from existing copiers for Trophy Club retention, as well as removing hard drives from the proposed copiers at the end of the lease. The service rates are locked in for the term of the lease of 36 months. The agreement covers 74,400 black and white, and 116,400 color print billed each year and the volumes will be reviewed quarterly by sales rep and The Town of Trophy Club. Those numbers are based on our history over the past 3 years. The overage cost per page is \$0.0053 per page for black and white, and \$0.039 for color.

It meets all our purchasing guidelines and is purchased off the approved Tarrant County Inter-Local Agreement.

The total 3-year lease cost for Kyocera Document Solutions not to exceed \$34,000 but does not include any costs related to the page count overages. That is unknown since it's based on actual usage.

**Financial Considerations:**

The contract renewal was budgeted for and approved as part of the FY2020 budget. The purchase is being made as part of our Purchasing ILA with Tarrant County and follows all local and state bidding requirements.

**Legal Review:**

The contract was reviewed and approved by the Town Attorney David Dodd.

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

Not applicable.

**Staff Recommendation:**

Staff recommends approval of the lease from Kyocera Document Solutions.

**Attachments:**

- Kyocera Document Solutions Executive Summary

**Town Council Approval:**

---

**Mayor C. Nick Sanders or designee**



# Executive Summary for: Town of Trophy Club

The contents of this proposal contain exclusive trade secret information and are intended for the use of Town of Trophy Club only. The contents herein may not be reproduced for competitive knowledge without the specific written permission of the president of Kyocera Document Solutions.

Pricing in this proposal is good until 06-30-20

By: Rich Ziober

Date: June 3, 2020

[www.Kyoceranevill.com](http://www.Kyoceranevill.com)

---

*Signature – Customer Acknowledgement*



## Introduction

Thank you for considering Kyocera Document Solutions as your "Smart Knowledge Partner". Throughout the life of our agreement, we will continually work with you on ways to leverage new ideas and technology that will make your business operate as efficiently as possible. It is the commitment of our entire staff to bring positive change to your organization and deliver the nationally famous "Nevill Maniac" level of service in which our clients have grown accustomed.

We consider this opportunity to work with you and your organization a privilege and the trust you place in us will never be taken for granted.

### Objectives:

Based on our discovery and collaborative discussions, we identified the following objectives:

- Lower output costs
- Upgrade existing technology
- Provide complete integration with staff

We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Ziober".

Rich Ziober  
Sales Consultant  
817.908.7332

## Technical Resources Included at No Charge

The following outlines the additional resources used to manage each of the units and provide the IT department remote and automation utilities for each proposed device.



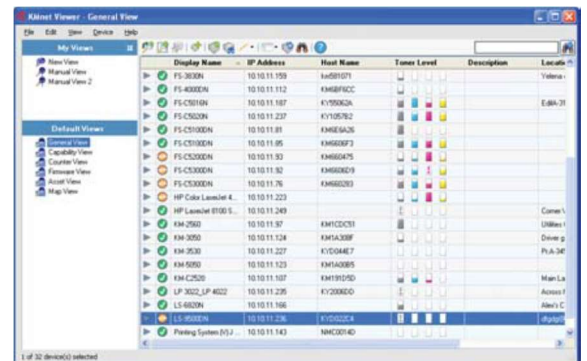
### Kyocera Fleet Services:

- Real-time device diagnostics and alerts
- Convenient firmware updates
- Remote error resolution, code-resetting
- Ongoing monitoring of supply levels
- Monitors all toner levels for automatic delivery
- Provides specific issues regarding all service call parts
- Much more.....



### Kyocera Net Viewer

- Administration Application to manage all devices on network
- Remote configuration tool for properties for managing devices
- Configuration of settings, counters, users, address book ect.
- Much more.....

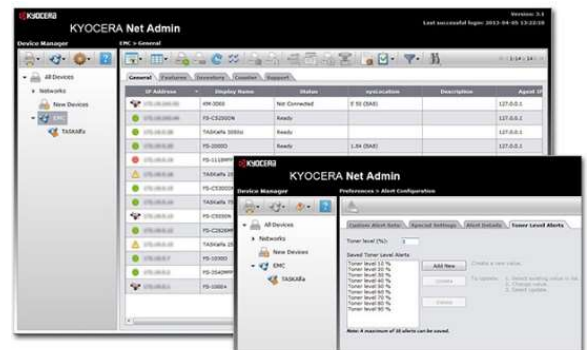


Display Name	IP Address	Host Name	Toner Level	Description	Location
PS-3020N	10.10.11.120	KM401071	100%	PS-3020N	Yellow
PS-3020N	10.10.11.112	KM401072	100%	PS-3020N	Yellow
PS-3020N	10.10.11.107	KY100024	100%	PS-3020N	Yellow
PS-3020N	10.10.11.237	KY100782	100%	PS-3020N	Yellow
PS-3020N	10.10.11.81	KM400426	100%	PS-3020N	Yellow
PS-3020N	10.10.11.95	KM400873	100%	PS-3020N	Yellow
PS-3020N	10.10.11.93	KM400475	100%	PS-3020N	Yellow
PS-3020N	10.10.11.82	KM400019	100%	PS-3020N	Yellow
PS-3020N	10.10.11.76	KM400203	100%	PS-3020N	Yellow
HP Color LaserJet 4	10.10.11.223		100%	HP Color LaserJet 4	Common
HP LaserJet 1100 S	10.10.11.249		100%	HP LaserJet 1100 S	Common
KM-2502	10.10.11.97	KM102030	100%	KM-2502	Yellow
KM-3020	10.10.11.124	KM104208	100%	KM-3020	Yellow
KM-3020	10.10.11.227	KY100467	100%	KM-3020	Yellow
KM-3020	10.10.11.123	KM104085	100%	KM-3020	Yellow
KM-3020	10.10.11.107	KM101050	100%	KM-3020	Yellow
LP-3022_LP-4022	10.10.11.235	KY100020	100%	LP-3022_LP-4022	Yellow
LS-4020N	10.10.11.106	KY100024	100%	LS-4020N	Yellow
PS-3020N	10.10.11.236	KY100024	100%	PS-3020N	Yellow
Printing System 012	10.10.11.143	NM100140	100%	Printing System 012	Yellow



### Kyocera Net Admin

- Allows administrators to manage up to 5,000 devices at a time
- Web base platform to manage device over multiple groups
- Administer multi-device troubleshooting
- Much more....



# Current Details

## Current Details

The following details current placements for the last 12 months of service invoices.

Make & Model	Volume Type	4-2019 to 6-2019	7-2019 to 9-2019	10-2019 to 12-2019	1-2020 to 3-2020
TA5052ci - Admin	Black	20,000	19,851	16,897	16,735
TA5052ci - Police	Color	30,130	32,928	28,720	23,472

Volume Type:	Average Monthly	Total Annual Volume
Black Volume:	6,124	73,483
Color Volume:	9,604	115,250

Lease #	Total Monthly Payment	Monthly Base (Black)	Overage CPP (Black)	Monthly Base (Color)
20288105	\$932.50	12,000	\$0.007	8,500

Volume Type	Average Monthly Volume	Monthly Base Allowance	Average Monthly Overages	Overage CPP	Average Monthly Cost
Black:	6,124	12,000	-5,876	\$0.007	\$0.00
Color:	9,677	8,500	1,104	\$0.047	\$51.90
<b>Average Monthly Overage Cost:</b>					<b>\$51.90</b>

Lease & Service Base	Overage Cost	Monthly Cost	Monthly Black	Monthly Color
\$932.50	\$51.90	<b>\$984.40</b>	6,124	9,677



# Proposed Recommendation Details

## Proposed Recommended Asset Strategy

The following outlines the proposed unit specifications for replacement of current Kyocera devices that we are recommending in our proposal.

### (2) Kyocera TASKalfa 5053ci:

Police and Admin

#### Units Specifications:

- 50 ppm monochrome / color
- Copy, Print, and Color Scan
- 10.1-Inch Large Color Touchscreen
- Dual Scan Document Processor – 270 Sheets
- 1,000 sheet finisher/stapler/3-hole punch
- 1200 x1200 DPI
- Up to 12"x18" and 12"x48" banner



#### Unit Specifications:

Specifications	TASKalfa 5053ci
<i>Speed Black:</i>	50 ppm
<i>Speed Color:</i>	50 ppm
<i>Functions:</i>	Copy\Print\Scan\Fax
<i>Processor:</i>	1.2 GHz
<i>RAM:</i>	4 GB
<i>Hard Drive:</i>	8GB SSD / 320GB HDD
<i>Warm Up Time:</i>	17 sec or less
<i>Console Type:</i>	10.1-inch Color Touchscreen
<i>Paper Tray 1 &amp; 2 Capacity:</i>	1,000 Pages
<i>Paper Tray 3 &amp; 4 Capacity:</i>	1,000 Pages
<i>MP Capacity:</i>	150 Pages
<i>Total Capacity:</i>	2,150 Pages
<i>Paper Handling (Trays):</i>	Up to 12 x 18 in
<i>Paper Handling (MP Tray):</i>	Up to 12 x 48 in banner
<i>First Page Out (Black):</i>	4.3 sec or less
<i>First Page Out (Color):</i>	5.4 sec or less
<i>Document Feed Type:</i>	Dual Scan Processor
<i>Scan Speed Simplex/Duplex:</i>	Up to 100/180 ipm
<i>Document Feed Capacity:</i>	270 Pages

## Proposed Recommendation Pricing

The following details the proposed purchase price and lease payment options. The service includes everything except for paper.

Proposed Pricing includes the following equipment:

Qty	Equipment	Description
1	Admin - TASKalfa 5053ci	50 PPM B&W/Color MFP with Finisher
1	Police Dept - TASKalfa 5053ci	50 PPM B&W/Color MFP with Finisher

Proposed Lease Pricing:

Lease Term	Lease Price
36 Month FMV	\$ 923.00
48 Month FMV	\$ 827.00
60 Month FMV	\$ 758.00

Pricing from the Tarrant County Cooperative Contract# 2019-105

Prices include all shipping, installation and training / support

Kyocera's Platinum Level Service

Pricing also includes the following additional options:

- All-inclusive Kyocera Platinum service plan provided for all the proposed units.
  - Includes everything except for paper and staples.
- Lease includes all Property Tax
- Includes retirement of current lease and *all shipping costs back to leasing partner.*
- Service Rates Locked in for lease term
- Annual Service Overage Billing – volumes will be reviewed quarterly by sales rep and Trophy Club.
- Includes removing hard drives from (2) existing TA5052ci for Trophy Club retention, as well as removing hard drives from proposed TA5053ci at end of lease for Trophy Club retention

Monthly Volume Included:      6,200 Pages B&W per month (equates to 74,400 B&W per annum)  
    9,700 Pages **Color** per month (equates to 116,400 Color per annum)

Overage Cost Per Page:      \$0.0053 Per Print B&W Overages (fixed rate per term of lease)  
    \$0.039 Per Print **Color** Overages (fixed rate per term of lease)  
    **\*\*Overages will be billed annually\*\***

Our smart device (KFS) maintenance includes all parts and labor including: toner, developer and drums (this program excludes paper and staples). In addition, all preventative maintenance and firmware upgrade calls are made as required by manufacturer's standard. We will provide *Kyocera Fleet Services* at no additional charge to ensure automated meter reading, monitoring of toner levels, and service alerts for the best level of service.



## Our Platinum Guarantee to You

### UNLIMITED 60 MONTH GUARANTEE

Kyocera guarantees your digital Systems for a period of 60 months. There are no volume caps and no copy life limits. Should your system become non-repairable, Kyocera will replace it with an equal or greater system at no cost to you.

### SERVICE RESPONSE TIME GUARANTEE

Kyocera guarantees a maximum average emergency response time, per quarter, of four hours within the State of Texas. In the unlikely event that Kyocera should fail to meet that commitment, your account will receive a 5% credit on your next quarterly invoice.

### PERFORMANCE GUARANTEE

Kyocera guarantees to keep your Digital System performing up to manufacturer's standards. We will provide you with a five year guarantee to ensure performance. Only genuine original manufacturer's parts and supplies will be used.

### TRADE-UP PROGRAM GUARANTEE

Kyocera guarantees that at the end of 36 months you may upgrade to a new digital system without penalty (current lease and maintenance agreement must be in good standing).

### FREE LOANER GUARANTEE

Kyocera guarantees that should your Digital System require more than eight workday hours for repair, we will provide a "loaner" system to you at no cost during service.

### 60 DAY TRIAL PROGRAM GUARANTEE

Kyocera guarantees that if your Digital System does not meet your needs within the first 60 days, we will apply 100% of your money paid towards an upgrade to any other digital system offers.

### SMART DEVICE MANAGEMENT

Kyocera guarantees we will provide you with the best "Kyoceramania" service you have ever experienced.

## Legislation Details (With Text)

<b>File #:</b>	2020-171-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/10/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	6/23/2020	<b>Final action:</b>			
<b>Title:</b>	Take appropriate action regarding the Interlocal Agreement for Fleet Service for the Trophy Club Fire Department (S. Norwood).				
<b>Attachments:</b>	<a href="#">ILA -Watauga and Trophy Club -Vehicle Maintenance 2020 .pdf</a> <a href="#">SMEG Maintenance Pricing 2018.pdf</a>				

Date	Ver.	Action By	Action	Result
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Take appropriate action regarding the Interlocal Agreement for Fleet Service for the Trophy Club Fire Department (S. Norwood).

## STATE OF TEXAS

### INTERLOCAL AGREEMENT

## TARRANT COUNTY

This Interlocal Agreement (the “**Agreement**”) is made and entered into by and, between The City of Watauga, Texas, a municipal corporation (hereinafter “**WATAUGA**”) and The Town of Trophy Club, Texas, a municipal corporation (hereinafter “**TROPHY CLUB**”).

WHEREAS, both Watauga and TROPHY CLUB have the authority to enter into this Agreement pursuant to Chapter 791, Texas Government Code; and

WHEREAS, the service agreement for Vehicle Maintenance (“Service Level Agreement”) contemplated under this Agreement is of mutual interest and benefit to TROPHY CLUB and WATAUGA and will further the objectives of both parties in a manner consistent with the objectives of political subdivisions of the State of Texas; Watauga will provide vehicle maintenance services to Trophy Club, for a defined fee detailed below; and

WHEREAS, it is mutually beneficial to both parties to execute this Agreement whereby each entity can achieve common objectives relating to the services regarding vehicle maintenance and in the interest of saving taxpayer funding; and

WHEREAS, all payments collected by WATAUGA from vehicle maintenance services provided to TROPHY CLUB will be considered revenue to WATAUGA and that TROPHY CLUB shall pay all invoices presented, as statutorily prescribed by Texas Government Code 2251 (Prompt Payment Act); and

WHEREAS, TROPHY CLUB agrees to utilize the vehicle maintenance services provided by WATAUGA, in this agreement for the purposes of vehicle maintenance only to TROPHY CLUB vehicles and equipment, and

NOW, THEREFORE, inconsideration of the mutual representations, terms and covenant hereafter set forth, the parties hereby agree as follows:

### TERMS AND CONDITIONS

#### 1. STATEMENT OF WORK.

Watauga agrees to use reasonable efforts to perform the vehicle maintenance services described in the Service Level Agreement listed below in Section 2.

**2. SERVICE LEVEL AGREEMENT – Services provided by WATAUGA:**

- a. Schedule vehicle maintenance and repairs when notified by TROPHY CLUB;
- b. Provide vehicle preventative maintenance and general repair services in a timely manner; and
- c. Process monthly repair invoices for payment.

**3. WARRANTY – WATUAGA**

Fleet Services will warrant repair labor for a period of 60 days;

- a. Parts will be warranted for 90 days, defective or failed parts will be replaced at no charge during warranty period;
- b. All vehicle batteries will have an eighteen (18) month free replacement period.

**4. RATE SCHEDULE**

Services provided by Watauga at the following rates - Preventive Maintenance (PM) services flat rated based on vehicle class as follows:

- a. Light duty PM - \$100.00 + parts
- b. Heavy duty PM - \$1,795.00 + parts
- c. Other repairs invoiced at cost plus labor rate of \$100.00 per hour + parts
- d. Parts invoiced at cost plus 25%
- e. Transporting of equipment shall be billed out at the hourly rate of \$100.00 an hour.
- f. Dispatch Watauga Service truck to repair equipment in field will be charged a \$50.00 service call - \$125.00/hr + parts from 7:00 am till 4:00 pm or \$150.00/hr for afterhours + parts

- g. Dispatch third party vendors to truck in field (flat tires, etc.) – Third party costs + 25%
- h. Each new budget year after the first year, the rate schedule shall be increased per the Consumer Price Index for All Urban Consumers (CPI-U) for Series Title, Motor Vehicle repair in the U.S. city average, all urban consumers (Series ID CUSR0000SETD03) as reported in April of each year based on the percent change. In the event of a decrease, the rate schedule shall remain the same. The current April 2020 CPI-U for this series is 185.235. The increase shall be automatically accepted unless each City/Town Manager agrees to other provisions prior to the final budget being accepted by the City/Town Council of both entities.

## **5. CONTRACT PAYMENTS**

TROPHY CLUB shall reimburse Watauga per Section 4 on a monthly basis.

Payments shall be sent to the following address:

City of Watauga  
Finance Department  
7105 Whitley Road  
Watauga, TX 76148  
Attention: Accounts Payable

Phone: 817-514-5800

Email:

## **6. THIRD PARTY**

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

## **7. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

## **8. EFFECTIVE DATE**



This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

## **9. TERM**

The initial term of this Agreement shall be for a term of the remaining fiscal 2019/2020 Budget year, beginning on \_\_\_\_\_ and expiring on September 30, 2020. Following the Initial Term, unless written notice is given by either party hereto to the other not less than ninety (90) day before the expiration of this Agreement, it shall be automatically renewed for another additional period of twelve (12) months from such expiration date and shall be automatically renewed thereafter for one additional twelve (12) month period for a maximum of five (5) terms unless canceled by written notice giving not less than ninety (90) days before the expiration of any such renewal period. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that TROPHY CLUB remains liable to Watauga for any outstanding invoices, if any.

## **9. TERMINATION**

Notwithstanding anything to the contrary, either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party. Any failure by TROPHY CLUB to timely pay any amounts due under the provisions of this Agreement shall be a material breach of this Agreement and WATAUGA may terminate this Agreement for such breach immediately.

## **10. RIGHTS AND OBLIGATIONS OF WATAUGA**

- a. WATAUGA shall provide the Services at Watauga Fleet Maintenance Garage for in-house repairs.
- b. WATAUGA shall instruct any third-party certified vehicle and equipment maintenance providers to provide the same level of service to TROPHY CLUB fire-fighting and emergency vehicles and equipment as it does for WATAUGA.
- c. The certified vehicle and equipment maintenance provider will bill WATAUGA directly for services provided.
- d. WATAUGA will provide services from Certified Emergency Vehicle Technicians.
- e. Watauga will drive equipment to third party maintenance providers.
- f. Watauga will inspect third party repairs prior to returning unit to Trophy Club.

## **11. RIGHTS AND OBLIGATIONS OF TROPHY CLUB**

- g. TROPHY CLUB shall pay invoices received in accordance with the Texas Prompt Payment Act.
- h. TROPHY CLUB shall at all times be responsible for submitting the appropriate documents with a request for Services to WATAUGA.
- i. TROPHY CLUB shall be responsible for the delivery and pick-up of fire-fighting or emergency vehicles or equipment requiring services.

## **12. SOVEREIGN IMMUNITY**

Neither party to the Agreement waives any claim of sovereign immunity because of its participation in this Agreement. Nothing in this Agreement shall be construed as creating any right or obligation to any third party.

## **13. AMENDMENT**

This Agreement may be amended by the mutual written agreement of both parties hereto. The parties agree to enter an amended Agreement in order to comply with any legislative changes related to this Agreement, or due to a determination by a court of competent jurisdiction of other government authority that would cause any provision of this Agreement to be out of compliance with the current law.

## **14. SEVERABILITY**

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

## **15. GOVERNING LAW**

The validity of this Agreement and any of its terms and provisions as well as rights and duties of the parties shall be governed by the laws of the State of Texas; and venue for any such action concerning this Agreement shall be and remain in the State District Court of Tarrant County, Texas.

## **16. FORCE MAJEURE**

In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood, or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

**17. ENTIRE AGREEMENT**

This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral, or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

**THE TOWN OF TROPHY CLUB**

**CITY OF WATAUGA**

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_  
Jack G. Taylor III

\_\_\_\_\_  
Paul Hackleman, P.E.

Fire Chief

Director of Public Works

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

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

Attest:

\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_

\_\_\_\_\_

City/Town Attorney

City/Town Attorney



**1675.**

## **SIDDONS-MARTIN EMERGENCY GROUP MAINTAINANCE PACKAGE OPTIONS & PRICING**

---

Our service centers are fully equipped to handle all of your fire apparatus service and repair needs including all makes and models of fire apparatus.

Our technicians are Pierce trained as well as EVT and ASE certified. They receive factory training by most major component manufacturers such as Hale, Waterous, Akron, Harrison, and Hendrickson, as well as many others.

Our facilities are stocked with up to date tools, specialty equipment and an inventory of over \$1,000,000 in specialty truck parts. The service centers feature state of the art equipment including wheel lift systems and pump test pits.

We have mobile service units available in Texas, New Mexico and Louisiana to handle your repair and service needs in the station or on the road in an emergency situation.



## Siddons-Martin Maintenance Package

### Chassis Maintenance Service Pricing

**Minor P.M.:** (Recommended for every 6 months depending upon operational use of the vehicle)

A Minor Preventative Maintenance includes performing a 104 point visual inspection report identifying needed/recommended repairs. Services performed include changing engine oil and oil filter(s), a check of the transmission, pump, differential and coolant fluid levels, and a complete chassis lubrication.

Minor PM	\$1,095*
----------	----------

\*Excludes Travel Costs

**Major P.M.:** (Recommended once a year)

A Major Preventative Maintenance includes performing a 104 point visual inspection report identifying needed/recommended repairs. Services performed include changing engine oil, oil filter(s), fuel filter(s), transmission fluid and filters, pump fluid, coolant filter; a test of the coolant; an inspection of the differential fluid, the air dryer, air filter, power steering fluid, and the brakes with wheels on; and a complete chassis lubrication.

Major PM	\$1,795*
Major PM w/Transynd	\$2,395*

\*Excludes Travel Costs

**Aerial Device Maintenance:** Aerial Device Maintenance includes cleaning and lubricating all ladder points, adjusting of ladder cables, if needed, top off of hydraulic fluid and perform drift test on all cylinders. Operate and inspect all ladder appliances.

Aerial Maintenance	Field - \$1,675.00*
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\*Excludes Travel Costs

\*Replacement of hydraulic filter is an additional cost.

\*Mounted Generators may require additional parts & labor charges.

\*\*\*Prices above include parts and labor but excludes shop supplies and/or disposal fees\*\*\*



## Siddons-Martin Maintenance Package

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**Engine Air filter** (Additional if needed)

**Wheels off Brake Inspection by request**

Single Axle – Additional \$300	Tandem Axle – Additional \$500
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**A/C System Service & Maintenance:** Evacuate system and weigh Freon level. Replace OEM drier(s), clean compressor screen, clean evaporator screens, vacuum test system, recharge with Freon and perform system leak test.

\$875

**Power Steering Filter Replacement and Flush:**

\$295

**Pierce Quantum Air Step Maintenance:**

\$425.00

**Weigh loaded truck with scales:**

In shop - \$300.00

\*Add travel fee if done in field.

**TAK4 Inspection & Adjustment:** (Recommended once a year)

\$475

**Annual Pump Testing:**

\$425.00 - In Shop

\*Travel will be added for mobile testing/testing at department's facility

**Husky/CAFS Service**

\$1295.00 - In Shop

\*Travel will be added for mobile services

**Annual Aerial Testing:** Quote/Estimate Based Upon Pricing from Testing Agency

\*\*\*Lodging will be billed for overnight stays based on average area rates\*\*\*

## Legislation Details (With Text)

<b>File #:</b>	2020-170-T	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	Agenda Item	<b>Status:</b>		Draft	
<b>File created:</b>	6/9/2020	<b>In control:</b>		Town Council	
<b>On agenda:</b>	6/23/2020	<b>Final action:</b>			
<b>Title:</b>	Presentation by SAMCO, the Town's Financial Advisor, on refunding some of the Town's currently outstanding debt for interest rate savings and authorizing Town Staff and Financial Advisor to proceed with the Refunding (S. Norwood).				
<b>Attachments:</b>	<a href="#">Staff Report - Series 2010 Refunding - June 23, 2020.pdf</a> <a href="#">TC Refunding Summary.pdf</a>				

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

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**To:** Mayor and Town Council

**From:** Steve Norwood, Town Manager

**CC:** Leticia Vacek, Town Secretary  
Mike Erwin, Finance Manager  
April Duvall, Chief Financial Analyst

**Re:** Refunding of Series 2010 GO and GO Refunding Bonds

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**Agenda Item:**

Presentation by Mark McLiney with SAMCO Capital Markets, the Town's Financial Advisor, regarding refunding the GO Bonds, Series 2010 and GO Refunding Bonds, Series 2010 for Interest Rate Savings, authorizing Staff and the Financial Advisor to proceed with the refunding if certain savings are reached and other matters related thereto (S. Norwood)

**Strategic Link:**

Administrative & Financial Services – Exercise fiscal discipline in all Town operations.

**Background and Explanation:**

The Town has Series 2010 GO and GO Refunding Bonds eligible for refunding with current interest rates at 4.00%. This action will allow the Town to capture savings over the next 10 years with lower interest rates.

**Financial Considerations:**

Estimated savings over the life of the bonds is \$350,312.

**Legal Review:**

Not applicable.

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

Not applicable.

**Staff Recommendation:**

Staff recommends approval to move forward.

**Attachments:**

- SAMCO presentation



**Town Council Approval:**

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**Mayor C. Nick Sanders or designee**

# TOWN OF TROPHY CLUB, TEXAS

## Bond Refunding Opportunity

June 23, 2020

Mark M. McLiney  
SENIOR MANAGING DIRECTOR



MEMBER: FINRA/SIPC  
[www.samcocapital.com](http://www.samcocapital.com)

(210) 832-9760 (San Antonio)  
(214) 765-1439 (Dallas)  
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Andrew T. Friedman  
MANAGING DIRECTOR



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# Potential Refunding Results

Summary of Bonds to be Refunded				
Series Name	Par Refunded	Refunded Coupon Range	Maturities Refunded	Call Date
GO Bonds, Series 2010	\$ 3,070,000	4.00%-4.125%	2021-2030	9/16/2020
GO Refunding Bonds, Series 2010	\$ 410,000	4.00%	2021-2022	9/16/2020

Estimated Annual Savings			
Date	Prior Debt Service	Refunding Debt Service	Savings
09/30/2021	590,106	785,907	(195,800)
09/30/2022	592,106	531,000	61,106
09/30/2023	378,306	317,500	60,806
09/30/2024	377,306	315,000	62,306
09/30/2025	380,906	322,350	58,556
09/30/2026	378,906	319,250	59,656
09/30/2027	381,506	321,000	60,506
09/30/2028	383,506	322,450	61,056
09/30/2029	384,906	323,600	61,306
09/30/2030	385,263	324,450	60,813
	4,232,819	3,882,507	350,312

Summary of Refunding Results	
	Preliminary
Par Amount of Refunded Bonds	\$ 3,480,000
Refunding Par Amount	\$ 3,380,000
Average Coupon of Refunded Bonds	4.05%
True Interest Cost of Refunding Bonds	1.83%
Gross Savings*	\$ 350,312
Present Value Savings as a Percentage of Bonds Refunded	9.05%

**\* Gross Savings is shown net of all costs of issuance**

The Town has historically (since 2014) maintained an \$0.11 I&S Tax Rate to pay debt service on the Town's Bonds. Because of growth and the payoff of other bonds, the \$0.11 I&S Tax Rate can support additional debt service. In year one, shown on the estimated savings table, we are increasing our Year one principal payment by \$220,000 to maintain the Tax Rate which results in a total payment approximately \$195,000 higher than the current debt service on the Refunded Bonds.

# Timetable of Events

Timetable of Events	
June 23rd	SAMCO presents refunding opportunity to the Council and Council authorizes Staff and Consultants to proceed with Refunding so long as certain debt service savings targets are met
August 11th	Bids from potential purchasers due at noon  Council reviews competitive bids received and awards the sale to the low bidder
September 15 <sup>th</sup>	Bond Closing

## Legislation Details (With Text)

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**File #:** 2020-180-T    **Version:** 1    **Name:**  
**Type:** Agenda Item    **Status:** Draft  
**File created:** 6/16/2020    **In control:** Town Council  
**On agenda:** 6/23/2020    **Final action:**  
**Title:** Review and provide direction to staff on Future Agenda Items List (S. Norwood).  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Review and provide direction to staff on Future Agenda Items List (S. Norwood).

## Legislation Details (With Text)

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**File #:** 2020-174-T    **Version:** 1    **Name:**  
**Type:** Agenda Item    **Status:** Draft  
**File created:** 6/15/2020    **In control:** Town Council  
**On agenda:** 6/23/2020    **Final action:**  
**Title:** Take appropriate action regarding Executive Session (S. Norwood).  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Take appropriate action regarding Executive Session (S. Norwood).