



A G E N D A
REGULAR MEETING OF THE
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS
TUESDAY, APRIL 11, 2023 at 6:00 P.M.

EARLY WORK SESSION
Training Room – 6:00 P.M.

Convene Meeting in Open Session

1. Discuss Speed Limits in Highland Village
2. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for April 11, 2023

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

CLOSED SESSION
Training Room

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

OPEN SESSION
City Council Chambers – 7:00 P.M.

4. Call Meeting to Order
5. Prayer led by Councilmember Robert Fiester
6. Pledge of Allegiance to the U.S. and Texas flags led by Councilmember Robert Fiester: *"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."*
7. Mayor and Council Reports on Items of Community Interest pursuant to Texas Government Code Section 551.0415 the City Council may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming City Council events; (5) information about community events; and (6) announcements involving imminent threat to public health and safety

- Presentation of a Proclamation designating Child Abuse Prevention Month
 - Presentation of a Proclamation designating Mental Health Awareness Month and Children’s Mental Health Awareness Day
8. **City Manager/Staff Reports**
- The Village Report
9. **Visitor Comments** *(Anyone wishing to address the City Council must complete a Speakers’ Request Form and return it to the City Secretary. In accordance with the Texas Open Meetings Act, the City Council is restricted in discussing or taking action on items not posted on the agenda. Action on your statement can only be taken at a future meeting. In order to expedite the flow of business and to provide all visitors the opportunity to speak, the Mayor may impose a three (3) minute limitation on any person addressing the City Council. A thirty (30) minute time allotment is set for this section, and the remaining speakers will be heard at the end of the Action Agenda.)*

Anyone wishing to address the City Council on any item posted on the City Council agenda for possible action, including matters placed on the Consent Agenda or posted as a Public Hearing, must complete a Speakers’ Request Form available at the entrance to the City Council Chambers and present it to the City Secretary prior to the Open Session being called to order. Speakers may be limited to three (3) minutes and given only one opportunity to speak on an item. Other procedures regarding speaking on matters posted for action on the City Council agenda are set forth on the Speakers’ Request Form. Subject to applicable law, the City Council reserves the right to modify or waive at any time the procedures relating to members of the public speaking on matters placed the Council’s agenda.

CONSENT AGENDA

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

10. Consider approval of Minutes of the Regular City Council Meeting held on March 28, 2023
11. Consider Resolution 2023-3054 delegating the authority to Release and Abandon Certain Easements previously Conveyed and/or Dedicated to the City by Plat or Separate Instrument under Certain Conditions
12. Consider Resolution 2023-3055 authorizing the City Manager to Sign a Revised Agreement of Lease with the United States Army Corps of Engineers relating to Federal Land Leased for Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park and portions of Doubletree Ranch Park
13. Consider Resolution 2023-3056 rejecting all Bids for the Highland Shores Well Rehabilitation Project
14. Consider Resolution 2023-3057 rejecting all Bids for the Lake Vista Well Rehabilitation Project
15. Receive Budget Reports for Period ending February 28, 2023

ACTION AGENDA

16. Take action, if any, on Matters discussed in Closed Session in accordance with the following Sections of the Texas Government Code:
 - (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)
17. Consider Resolution 2023-3058 approving a Detailed Site Plan for Lot 3B, of the Barnett Subdivision, known as 105 Barnett Boulevard (*Bo Hyun Temple and Zen Center*)
18. Consider Resolution 2023-3059 approving a Detailed Site Plan for Lot 1AR, Block A, of the Nelson Properties Addition, known as 2370 Justin Road (*Brakes Plus*)
19. Consider Resolution 2023-3060 authorizing an Application to the Texas Parks & Wildlife Department Recreational Boating Access Grant Program for the Pilot Knoll Park Redevelopment Project – Phase I

LATE WORK SESSION

(Items may be discussed during Early Work Session, time permitting)

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

I HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE PUBLIC BULLETIN BOARD AT THE MUNICIPAL COMPLEX, 1000 HIGHLAND VILLAGE ROAD, HIGHLAND VILLAGE, TEXAS IN ACCORDANCE WITH THE *TEXAS GOVERNMENT CODE, CHAPTER 551*, ON THE 6TH DAY OF APRIL 2023 NOT LATER THAN 6:00 P.M.



Angela Miller, City Secretary

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

Removed from posting on the _____ day of _____, 2023 at _____

am / pm by _____.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 1	MEETING DATE: 04/11/2023
SUBJECT:	Discuss Speed Limits in Highland Village
PREPARED BY:	Paul Stevens, City Manager

COMMENTS:

Several discussions have been held with regard to the speed limits in residential areas. The prima facie speed limit on a residential street is 30 MPH. When speed studies have been conducted, the 85th percentile speed is generally 30 MPH or below. With the most recent presentation for Lakeside/Hillside, the average speed in the six locations that were counted ranged from 24 to 28 MPH. By looking at the 85th percentile and the 30 MPH speed limit on residential streets, there doesn't appear to be a speeding problem in the city, although there are always a handful of drivers who do exceed the speed limit.

When citizens spoke about the speed limit on Lakeside Drive at the February 28 City Council meeting, part of the expressed sentiment wasn't that people were exceeding the 30 MPH speed limit but the 30 MPH speed limit is too fast in a neighborhood setting with pedestrians, bicyclists and children sharing the road with vehicles.

Using the 85th percentile to set speed limits is a long-standing practice and is the standard for establishing speeds. However, this method does not consider bicyclists, pedestrians, availability of sidewalks and other conditions that combine vehicular traffic with non-vehicular traffic. There has been a movement over the past several years with lowering speed limits in both residential and urban areas where there is a higher level of multimodal activity. Our neighbors, Flower Mound and Corinth, have lowered their residential speed limits to 25 MPH.

Highland Village is a community with a large amount of walkers, runners and bicyclists which includes children who are walking, riding bicycles, skateboards and scooters. Fortunately, traffic accidents in our neighborhoods are very minimal. Looking at accident reports as well as the 85th percentile and speed limits, there is really no data pointing to a need for a speed limit change. However, there seems to be some public support for a speed limit change to make our streets even safer.

We have had the discussion about lowering the residential speed limit citywide but haven't reached a consensus as of yet. Further, there is a split of legal opinion on whether current state law requires a citywide traffic speed study to lower the speed limit citywide to 25 MPH notwithstanding state law otherwise allowing such reduction. There are bills proceeding through the current Texas legislative session that will clarify the issue and, if enacted as originally introduced, would eliminate the need for such a speed study. The City Attorney is of the opinion that some type of study is required to lower the prima facie speed limit on a citywide basis to show that 30 MPH is "unreasonable or unsafe" as required by state law.

As an alternative, I recommend we take a pilot project approach and lower the speed limit to

25 MPH only in the Lakeside/Hillside area, which would include all connecting streets and cul de sacs. We could then evaluate the speed limit change to see how well it is working. This could be a council decision or we could survey the neighborhood to see if there is support for lowering the speed limit. The City Attorney is also of the opinion that the speed data previously gathered for the Lakeside/Hillside area, combined with the other factors relating to the roadway design and conditions unique to this neighborhood, are sufficient to comply with the state law requirements to make an “unreasonable and unsafe” finding should the City Council elect to do so in relation to the 30 MPH speed in that neighborhood.

Of course, with any change like this, there will be some cons. We have only heard from the people who want the speed limit lowered. There are likely others who wouldn't be happy with a 25 MPH speed limit. Some of the other cons may be:

- Complaints from residents who will now have a speed limit sign in their yard
- False sense of security with a lower speed limit creating a more relaxed behavior of pedestrians, cyclists and children
- Complaints that a 25 MPH speed limit is too low

Doing a pilot project in the Lakeside/Hillside area would give us an opportunity to evaluate the effectiveness of a 25 MPH speed limit. This neighborhood is contained and the only way into or out of the neighborhood is by taking either Lakeside or Hillside, so there would be no confusion as to where the 25 MPH speed limit begins or ends.

If this speed limit were to be adopted, we would need to bring back an ordinance to Council before it would be in effect.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 7

MEETING DATE: 04/11/2023

SUBJECT: Mayor and Council Reports on Items of Community Interest

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

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

- Presentation of a Proclamation designating Child Abuse Prevention Month
- Presentation of a Proclamation designating Mental Health Awareness Month and Children's Mental Health Awareness Day

Proclamation

The City of Highland Village

Whereas, child abuse and neglect is a complex and ongoing problem in our society and child victims of abuse and neglect need and deserve support and assistance to help them cope with the tragedies in their young lives; and

Whereas, in 2022, Denton County Child Protective Services received 7,041 reports of child abuse that were assigned to Caseworkers; and

Whereas, in 2022, Denton County Child Protective Services had an average of 322 children in its protective custody; and

Whereas, Denton County has dedicated individuals and organizations who work daily to counter the problem of child maltreatment and to help parents obtain the assistance they need; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

Whereas, National Child Abuse Prevention Month offers us all the opportunity to promote and support programs that offer protection and safety for our community's children.

NOW THEREFORE, I, Daniel Jaworski, Mayor of the City of Highland Village, in honor of all children in Denton County, do hereby proclaim the month of April 2023 as

CHILD ABUSE PREVENTION MONTH in HIGHLAND VILLAGE

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 11th day of April 2023.

Daniel Jaworski, Mayor

Proclamation

The City of Highland Village

Whereas, the citizens of Denton county value their overall health and that of their families and fellow citizens and are proud to support observances such as Mental Health Month; and

Whereas, the need for comprehensive, coordinated mental health services for men, women, and children places upon our community a critical responsibility; and

Whereas, it is appropriate that a month should be set apart each year to direct our thoughts toward mental health education and the support of treatment and recovery; and

Whereas, the Denton County Behavioral Health Leadership Team, Denton County MHMR Center, United Way of Denton County and the Wellness Alliance for Total Children's Health of Denton County led by Cook Children's, through their unique partnership and prevention-based approaches to serving children and adolescents, are effectively addressing the mental health needs of children, youth, and families in our community; and

Whereas, each citizen, local business, school, government agency, healthcare provider, and faith-based organization shares the burden of mental health concerns and has a responsibility to promote mental wellness, recovery, and support prevention efforts.

NOW THEREFORE, I, Daniel Jaworski, Mayor of the City of Highland Village, do hereby proclaim

**“May 2023 as Mental Health Awareness Month and
May 10, 2023 as Children's Mental Health Awareness Day”**

in the City of Highland Village.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City to be affixed on this 11th day of April 2023.

Daniel Jaworski, Mayor

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 10

MEETING DATE: 04/11/2023

SUBJECT: Consider approval of Minutes of the Regular City Council Meeting held on March 28, 2023

PREPARED BY: Angela Miller, City Secretary

BACKGROUND:

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

IDENTIFIED NEED/S:

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

OPTIONS & RESULTS:

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

PROGRESS TO DATE: (if appropriate)

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

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

To approve the minutes of the Regular City Council Meeting held on March 28, 2023.



**MEETING MINUTES OF THE REGULAR MEETING
HIGHLAND VILLAGE CITY COUNCIL
HIGHLAND VILLAGE MUNICIPAL COMPLEX
1000 HIGHLAND VILLAGE ROAD
TUESDAY, MARCH 28, 2023**

EARLY WORK SESSION

Mayor Jaworski announced Eva Butler was our Mayor for the Day and called the meeting to order at 5:38 p.m.

Roll Call

Present:	Daniel Jaworski	Mayor
	Jon Kixmiller	Deputy Mayor Pro Tem
	Michael Lombardo	Mayor Pro Tem
	Shawn Nelson	Councilmember
	Tom Heslep	Councilmember
	Robert Fiester	Councilmember
	Brian A. Fiorenza	Councilmember
Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Heather Miller	Assistant Finance Director
	Doug Reim	Chief of Police
	Jason Collier	Fire Chief
	Scott Kriston	Public Works Director
	Phil Lozano	Parks and Recreation Director
	Jana Onstead	Human Resources Director
	Laurie Mullens	Marketing & Communications Director
	Andrew Boyd	Media Specialist

1. Receive Presentation of the Annual Comprehensive Financial Report for Fiscal Year 2021-2022

Assistant Finance Director Heather Miller stated the report has been filed in the City Secretary's Office and is posted on the City's website for viewing. Copies of the report were provided to Council at the meeting.

Mr. Clayton Rogers with Pattillo, Brown & Hill, LLP presented a report to Council regarding the Annual Comprehensive Financial Report. Mr. Rogers advised that the auditors from Pattillo, Brown & Hill, LLP issued an unmodified audit opinion (the highest rendered) of the City's financial statements, which declare the statements present fairly the financial position of the City of Highland Village for the fiscal year ending September 30, 2022.

Deputy Mayor Pro Tem Kixmiller asked about the City's investments. Ms. Miller reported investments are diversified and that our deposits are collateralized.

2. Discuss Speed Limits in Highland Village

Public Works Director Scott Kriston presented traffic count and speed data information collected at 6 different locations along Lakeside Drive and Hillside Drive, over several different days and at various times.

Should speed limits be lowered from the default standard speed limit of 30 mph, City Attorney Kevin Laughlin reported there would be additional posting requirements for locations that do not currently have signage. Council discussed speed limit signs throughout the city and the cost to change out/place additional signage should the speed limit be lowered to 25 mph. There are no speed limit signs currently posted on Lakeside Drive or Hillside Drive. Council also discussed changing speed limits only in certain areas/neighborhoods, use of other options to slow traffic, such as painted bike lanes, additional stop sign(s).

Deputy Mayor Pro Tem Kixmiller reiterated the data presented indicates less than one-tenth of a percent of drivers are speeding, with no speeding problem. Councilmember Nelson asked if the cost for signage that was presented last year included replacement and new signs; Mr. Kriston confirmed it included both.

Chief Reim presented information on moving vehicle accidents occurring on interior residential streets for calendar years 2020 through 2022, which total 92 accidents. The presentation included a breakdown of the accidents resulting in no report, non-injury accidents resulting in a report, and injury/possibly injury accidents resulting in a report. Data was also provided for each of the injury accidents, including street, injury classification, EMS transport, number of vehicles involved and factors contributing to the accident.

Chief Reim reported that a resident recently contacted him about a safety concern at the intersection of Lakeside Drive and Lake Breeze Street, so he visited the intersection. Upon review, he noticed there are no sidewalks in that area, children were riding their bicycles, and that drivers were cutting the corners to make left turns. He proposed 2 additional stop signs be added at that intersection. Chief Reim added that stop signs are used to create a safe environment rather than to slow speed. Mr. Kriston reported there are other options, such as the location of site bars to achieve proper site distance, or raised pavement markers with striping.

Additionally, he reported that procedurally, the Police Department encourages citizen questions and concerns so staff can then use resources to evaluate data and to look at solutions for those areas. For a future discussion, Chief Reim voiced he would like to lay out a process where questions/concerns could be received by staff, and then staff investigate the issue, such as speeding or lack of stop signs, research the issue, receive feedback from residents, and gather data to present to Council for consideration with possible solutions that would be specific to each issue rather than a cookie cutter approach to all residential streets. In reviewing data in the future, Mayor Jaworski and Councilmember Nelson asked for a heat map of the neighborhood showing problem areas where warnings and citations have been issued for speeding, and another with citywide data.

Mayor Jaworski stated if there is not consensus of Council to lower the speed limit, then have stricter enforcement of speed limits as he gets feedback from residents on this topic

often. Councilmember Heslep stated Council has had this discussion many times and its time to take action. He voiced that the 30 mph speed limit is set too high and suggested lowering speed limits on high density, narrow residential streets. As a start, Councilmember Fiester encouraged neighborhoods to communicate with their residents to slow down if they notice speeding issues rather than having City government trying to regulate speed limits on every residential street in the city. Deputy Mayor Pro Tem Kixmiller agreed with Councilmember Fiester's suggestion about education, and stated he likes adding the stop signs, but does not feel addressing the speed limit is the solution.

Councilmember Nelson commented how Marketplace is wide with 2 lanes each way, sidewalks on both sides, and a speed limit of 25 mph. However, once you cross FM 2499 into his neighborhood, the street narrows, there are no sidewalks and the speed limit increases to 30 mph. He stated enforcement is great and that officers are doing a great job with U-turn enforcement at FM 2499 and Live Oak as he sees them there all the time, but people are still making U-turns at that intersection when an officer is not present. While he thinks enforcement is great, he asked how long it lasts.

Councilmember Fiorenza stated that at any speed an animal or child could be hurt or killed, therefore he suggested expanding the consideration from just addressing speed to considering the safety factor, especially in the case of neighborhoods with no sidewalks. He encouraged looking at alternatives that incorporate the safety and the ability for people and animals to walk safely in the roadway. Deputy Mayor Pro Tem voiced concern that the data does not indicate there is a speeding problem, and in past Council discussions there is no consensus to lower the speed limit. He stated he did favor looking at everything from a safety perspective and to look at how to calm traffic by installing traffic stops or marking bike lanes and to address areas individually rather than changing the speed limit.

3. Clarification of Consent or Action Items listed on Today's City Council Meeting Agenda for March 28, 2023

Relating to Agenda Item #16, City Attorney Kevin Laughlin reported sufficient protests from adjoining property owners have been received, therefore a supermajority vote of 6 Councilmembers would be required for approval. If the 6 votes were not obtained, the Council would need to decide whether the denial is with or without prejudice. He further explained that a denial with prejudice would not allow the same or substantially same zoning case to be presented again for at least 6 months; a denial without prejudice would allow the applicant to return immediately to begin the process again. Due to the supermajority requirement, Mr. Laughlin requested a follow up second vote be taken in the event a favorable vote is not met in order to deny with or without prejudice.

Mayor Jaworski announced Council would meet in Closed Session and read Agenda Item #3(b).

CLOSED SESSION

Council convened into Closed Session at 7:00 p.m.

- 4. Hold a Closed Meeting in accordance with the following Sections of the Texas Government Code:**
- (a) Section 551.071 – Consultation with City Attorney Concerning Pending or Contemplated Litigation and on any Regular Session or Work Session Agenda Item Requiring Confidential, Attorney/Client Advice Necessitated by the Deliberation or Discussion of Said Item (as needed)**
 - (b) Section 551.074 – Personnel – Deliberate the Employment and Evaluation of the City Manager and City Secretary**

Council concluded Closed Session at 7:25 p.m. Early Work Session was adjourned at 7:34 p.m.

OPEN SESSION

5. Call Meeting to Order

The meeting was called to order by Eva Butler, our Mayor for the Day, at 7:35 p.m.

Roll Call

Present:	Daniel Jaworski	Mayor
	Jon Kixmiller	Deputy Mayor Pro Tem
	Michael Lombardo	Mayor Pro Tem
	Shawn Nelson	Councilmember
	Tom Heslep	Councilmember
	Robert Fiester	Councilmember
	Brian A. Fiorenza	Councilmember

Staff Members:	Paul Stevens	City Manager
	Ken Heerman	Assistant City Manager
	Kevin Laughlin	City Attorney
	Angela Miller	City Secretary
	Doug Reim	Chief of Police
	Jason Collier	Fire Chief
	Scott Kriston	Public Works Director
	Autumn Aman	Community Development Coordinator
	Phil Lozano	Parks and Recreation Director
	Brian Norton	Deputy Director of Parks and Trails
	Jana Onstead	Human Resources Director
	Laurie Mullens	Marketing & Communications Director
	Andrew Boyd	Media Specialist

6. Prayer led by Members representing Valley Creek Church

Mr. Jason Hillier gave the invocation.

7. Pledge of Allegiance to the U.S. and Texas flags led by Councilmember Tom Heslep

Councilmember Heslep led the Pledge of Allegiance to the U.S. and Texas flags.

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

Councilmember Heslep thanked the Highland Village Police Department for their quick response to an accidental call for service.

Mayor Jaworski commended Marcus High School Boys and Girls Soccer teams as both teams move forward in the playoffs. He also reported he had participated in a ride along

with Officer Foskey and commended him on how he handled a situation dealing with young residents of the city with dignity and compassion.

Mayor Jaworski announced he was competing in the McAuliffe Elementary Chili Cook-off with the other area mayors; however, they have backed out. Chief Reim also reported the Highland Village and Flower Mound Police Department's would also be competing in the Cook-off.

- **Presentation of a Proclamation celebrating the Mayor for the Day**

Mayor Jaworski presented Eva Butler with a proclamation.

9. City Manager/Staff Reports

- **The Village Report**

Mr. Stevens provided a reminder about the upcoming Easter Egg Hunt on April 1, the Paper Shredding event on April 29, and the Highland Village Art Festival on May 6.

10. Visitor Comments

The following people spoke:

Jason Bates (3040 Lakeside Drive) – Mr. Bates thanked Council for their discussion during Early Work Session regarding residential speed limits and stated the data provided was rudimentary at best and is too narrowly focused as the issue is citywide. Mr. Bates stated he is not looking for a perfect solution rather a solution that will make the city safer in general. He hopes the discussion will continue, and that there will be a forum, more data, and more surveys done in order to have a better, well informed decision, which he thinks involves speed limits, and controlling the larger group of drivers that follow the law but maybe drive too fast on certain streets.

Elizabeth Stasny (931 Inverness Circle) – Ms. Stasny stated she was concerned about the City's removal of approximately 40 trees along the northwestern side of the Walmart trail allegedly because the trees were infringing on its fence. Although not an engineer, she stated it does not take much common sense to recognize that all 40 or so trees were probably not the problem and asked why the City is actively spending money destroying resources that people treasure as the green spaces and trees that make Highland Village unique. Ms. Stasny added she is bringing this issue Council's attention to prevent this from happening again.

The following signed up in support of lowering the speed limits throughout the city but did not wish to speak:

Natalie Schock (3035 Woodhollow Drive)

Guy Faretra (2380 Glen Ridge Drive)

CONSENT AGENDA

11. Consider approval of Minutes of the Regular City Council Meeting held on February 28, 2023

12. Receive Budget Reports for Period ending January 31, 2023

13. Receive the Annual Comprehensive Financial Report for Fiscal Year 2021-2022

14. Consider Resolution 2023-3053 Adopting the Denton County Hazard Mitigation Action Plan (HazMAP) and Authorizing Incorporation of Said Plan into the City's Emergency Operations Plan

Motion by Councilmember Heslep, seconded by Councilmember Fiester, to approve Consent Agenda Items #11 through #14. Motion carried 7-0.

ACTION AGENDA

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

NO ACTION TAKEN

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

Motion by Mayor Pro Tem Lombardo, seconded by Deputy Mayor Pro Tem Kixmiller, to authorize the Mayor to sign an amendment to the City Manager's employment agreement effective October 1, 2023, increasing the City Manger's base salary by 4% in addition to any pay adjustment that may be approved for all City employees as part of the Fiscal Year 2023-2024 budget. Motion carried 7-0.

Motion by Mayor Pro Tem Lombardo, seconded by Councilmember Fiorenza, to authorize the Mayor to sign an amendment to the City Secretary's employment agreement effective October 1, 2023, increasing the City Secretary's base salary by 4% in addition to any City pay adjustment that may be approved for all City employees as part of the 2023-2024 Fiscal Year budget. Motion carried 7-0.

16. Conduct a Public Hearing and Consider Ordinance 2023-1301 amending the City's Comprehensive Zoning Ordinance from SF-40 Residential Zoning District to a Planned Development Overlay District for Townhome Use relating to a 4.364 +/- acre tract of land located in the F. Hyatt Survey, Abstract No. 559, commonly known as 102 Barnett Boulevard (1st of two reads)

PUBLIC HEARING CONDUCTED

FAILED – DID NOT RECEIVE SUPERMAJORITY VOTE (4-3)

DENIED WITHOUT PREJUDICE APPROVED (4-3)

Public Works Director Scott Kriston reported the City received an application requesting to change the current zoning of a 3.96+ acre tract of land at 102 Barnett Boulevard, which is presently zoned as SF-40, to a Planned Development Overlay District for Attached Single Family Townhomes consisting of 39 lots. The proposed development regulations provide for the following:

- The townhomes would be required to have a minimum of 2,242 square feet of air-conditioned space, two dedicated garage spaces, a driveway with two dedicated parking spaces and not to exceed a height of 35 feet, typical of a two-story dwelling.
- In addition to the 78 parking spaces contained in garages and the additional 2 parking spaces from the driveways, there will be an additional 10 parking spaces within the development.
- Garage doors must be designed to appear like a "carriage style" design with hardware.

- A five-foot wide sidewalk/trail will be constructed along the eastern boundary of the property along Barnett Boulevard.
- Each unit will have a 4-foot tall wrought iron fence in the back yard.
- An eight-foot (8.0') tall cedar fence will be installed in a board-on-board fashion along the east side of the existing fence adjacent to the western boundary of the Property.
- The developer is required to preserve the existing trees on the Western Property line as shown on the proposed Landscape Plan.
- The internal streets would be 24' fire lanes within the development and would be privately maintained.
- A homeowners'/property owners' association must be established at the time of approval of the final plat of the property to maintain common areas.

Mr. Kriston also reported this is a request to change the zoning of the area, with an ordinance and concept plan, and not a plat approval. The Planned Development Overlay District meets the minimum standards for a Freestanding District, with the exception of the Open Space requirement. Open space required is 46,800 square feet. This proposal provides for 33,308 square feet.

Mr. Kriston reported that in June 2022, the townhome project was presented to the Planning and Zoning Commission (P&Z) and the item was tabled. The application was presented again in August 2022, and P&Z recommended denial of the requested zoning change. The applicant chose not to take the application forward to City Council at that time. In February 2023, a new application for townhomes was presented to P&Z and voted 3-2 to send the application forward to City Council with the following modifications:

- Adding to the Concept Plan and explanation on how utilities are to be provided
- Adding a topographic map to the Concept Plan
- Provide an eight (8') foot perimeter fence on the western side of the property

Deputy Mayor Pro Tem Kixmiller asked for clarification as the proposed ordinance references 3.96 acres, however he has also seen references to 4.364 acres. Mr. Kriston reported the developer purchased 4.364 acres, and proposes to develop 3.96 acres. The difference is the land platted as public right-of-way (ROW) along Barnett. Aside from the open space requirement, Councilmember Heslep asked if the project meets all of our ordinances. Mr. Laughlin explained except for the open space requirement, this development could have treated as a Freestanding Townhome District. However, because it does not meet the open space requirement, it is being treated as an Overlay District. Mr. Laughlin added that it does not meet the base zoning district for SF-40.

Representing the developer (Broadway Builders), Nikki Moore from Moore Consulting provided a presentation of the project. She reported the townhome development would consist of 39 townhomes, each with front entry garages. All of the townhomes would be 3-bedrooms, with 60% of the floorplans offering the primary bedroom downstairs, in addition to a study/flex space. She also reviewed changes made by the developer since the previous application was submitted: reduction in number of units from 60 to 39; increase size of the units from 1,789 square feet to 2,242; increase in off-street parking from 120 total to 156 total; change from no driveways to now include driveways with 2 dedicated guest parking spaces per unit, with an additional 10 parking spaces within the development; change garages from rear-facing to front-facing; change from 6 foot cedar fencing to 4 foot iron fencing. She explained the open space requirement would be met with private backyard space. Elevations and floor plans were also presented.

To address concerns at the P&Z meeting regarding the townhomes becoming part of a rental portfolio, Ms. Moore stated the developer has agreed to include in the HOA covenants/documents limited ownership percentages and regulation that short-term

rentals would not be allowed. Information on the traffic impact during peak hours was also presented. To address concerns regarding the traffic impact of the townhomes from 7:00 a.m. to 8:00 a.m., Ms. Moore reported the ITE Trip Generation Manual was used. This provides on average one-half car per townhome in that peak hour, which would add 1 car trip every 3 minutes. Ms. Moore added that the intersection of FM 407 and Barnett did not warrant a traffic light based on the traffic study completed by the City, and that FM 407 still had capacity for 10,000 more vehicles. Annual tax revenue for the townhomes was also presented.

Regarding the HOA restricting rental units, Councilmember Fiorenza asked if the number of units or percentage restrictions were going to be. Ms. Moore stated that was all open, but could consider 2%, or ownership of 2 units would be reasonable. In terms of short-term rentals, she stated that usually includes no leases for less than 6 months. Councilmember Fiorenza confirmed that is up to negotiation between the developer and City. He also voiced concern that he does not want the units turned into rentals, nor does the nearby residents.

In reference to the concept plan, Councilmember Nelson asked if the 20 foot utility easement takes in entire backyards for Buildings 3, 4, and 5. Ms. Moore stated it does. He also asked about if there are central fire alarms and sprinklers, or individual. Ms. Moore reported everything would be built to IBC Code that has been adopted by the City. Councilmember Nelson also asked if there would be individual trash bins, which Ms. Moore confirmed there would be. Councilmember Nelson asked if there were any examples of comparable projects. Dusty Broadway with Broadway Builders stated he had not done any like this but has built apartments, homes, and barndominiums. Councilmember Nelson asked City staff if a traffic study or signal study that was done for the area. Mr. Kriston reported TxDOT performed a traffic warrant study for the intersection of FM 407 and Barnett was done with the townhome project proposed last year, and did not warrant a signal.

Councilmember Fiester stated that due to state law, the City cannot require a developer to adhere to masonry standards unless they agree to a development agreement with the City. Mr. Laughlin clarified that requirement would include the City paying some consideration to obtain the agreement. Councilmember Fiester voiced he wants to ensure there will be no Hardiboard, or similar material used, but rather the project be 100% brick/stone. Mr. Broadway stated Hardiboard is proposed as a fascia only, with the whole project 100% masonry. Mr. Laughlin stated that state law does not allow cities to legislate masonry standards. Councilmember Fiester confirmed much of his concerns would be handled during the approval process for the plat and site plan, and that once the platting process is started, as long as the developer adheres to the City's standards for that property there is very little that Council can do at that point. Mr. Laughlin responded that is correct, and that P&Z approves final plats per the City's current subdivision regulations. He added that the platting process includes approval of civil drawings, civil plans relating to drainage, utility requirements, tree survey compliance, and the like. Mr. Laughlin reported the City has not adopted a development plat process, which would combine those elements into a single application.

Mr. Kriston reported all notification requirements have been met and that written protests filed by property owners within the 200 foot area meet the 20% rule, which would require a supermajority vote of 6-1 for approval for the zoning change.

Mayor Jaworski opened the public hearing and the following people spoke in opposition:
Elizabeth Stasny (931 Inverness Circle)
David Hutton (923 Heatherglan Court)

Rhonda Hurst (604 Sellmeyer)
Scott Megahee (2165 Tartan Trail)
Kenneth Koonsman (218 Greensprings)
John Hinesley (912 Inverness Circle)
Rebeca Williamson (2826 Butterfield Stage Road)
Cora Bell (905 Heatherglen Court)
Mikaella Bell (905 Heatherglen Court)
Jimmy Bassinger (210 Edgewood Drive)
Jean Bassinger (210 Edgewood)

The following people signed up in opposition but did not wish to speak:

Jeff Just (901 Heatherglen Court)
Erin Just (901 Heatherglen Court)
Cynthia Tentler (927 Heatherglen Court)
James Tentler (927 Heatherglen Court)
Josh Worden (2150 Tartan Trail)
Kristi Brinkerhoff (2170 Tartan Trail)
Curtis Brinkerhoff (2170 Tartan Trail)
Erin Nelson (101 Glasgow Court)
James Nelson (101 Glasgow Court)
Lloyd Austin (2155 Tartan Trail)
Ruth Austin (2155 Tartan Trail)
Kari Blaney (3416 Sherwood Lane)
Jason Schricker (2145 Tartan Trail)
Kari Schricker (2145 Tartan Trail)
Mollie Megahee (2165 Tartan Trail)
Bobby Bell (905 Heatherglen Court)
Carolyn Bell (905 Heatherglen Court)
Beverly Williams (2265 Strathmore)
Elizabeth Dezendorf (2245 Strathmore)
Cindy Richter (3408 Wimbledon)

The following people signed up in support but did not wish to speak:

Dusty Broadway (102 Barnett Boulevard)
Keith Collinworth (3401 Canterbury)
Amy Tailor (2920 Justin)
Adam Sherburne (2200 Justin)
Elisa Ambrosio (2305 Glen Ridge)
Mickey Bynum (1850B Justin)
James Steverson (927 Inverness Circle)
Mike Gordon (923 Kingwood Circle)
Berek McEwen (420 Patricia)
Mallory McEwen (420 Patricia)
Barbara Hurtado (2011 Highland Forest Drive)
Kathy Kiefer (3004 Woodhaven Court)
Leigh Ann Collinworth (3401 Canterbury)
Kurt Kiefer (3004 Woodhaven Court)
Mike Killian (5008 Manchester)
Samantha Killian (5008 Manchester)
Doug Arthur (309 Highland Lake)
Linda McKissack (809 North Shore)
James McKissack (809 North Shore)
Amanda McGlothlin (3000 Spring Hill Lane)
Jake McGlothlin (3000 Spring Hill Lane)

Kerry Hicke (2818 Deerhurst Drive)
Cathy Smith (352 Oak Forest Drive)
Robin Hill (130 Desiree)
Kim Hill (130 Desiree)
Rachell Forsyth (4012 Barley)
Spencer Forsyth (4012 Barley)
Cathy Karrenbrock (2740 Elm Tree)
Kirk Karrenbrock (2740 Elm Tree)
Julie Schultz (210 Camden)
Billy Schultz (210 Camden)
Amy Fannin (339 Hickory Ridge)
Kellie Gordon (923 Kingwood Circle)
Jay Martin (205 Meadowlark)
Kristine Martin (205 Meadowlark)
Pauline Saunders (6645 Palermo Trail) - Not a confirmed Highland Village address
Demond Saunders (6645 Palermo Trail) - Not a confirmed Highland Village address
Ed Conti (6405 Via Italia Drive) - Not a confirmed Highland Village address
Debra Siegal-Conti (6405 Via Italia Drive) – Not a confirmed Highland Village address

Mayor Jaworski closed the public hearing.

Councilmember Fiester asked if, as part of the zoning approval, a requirement could be included for replacement of trees removed along the western boundary of the property. Mr. Kriston stated he believes the Tree Mitigation Plan has to account for 6 inch caliper or greater replacement. Councilmember Nelson asked if the loan for the property or construction of the actual project. Mr. Broadway replied he has a loan on the property right now and has been approved for a construction loan. Deputy Mayor Pro Tem Kixmiller stated a number of statements have been made about the development being in violation of the current ordinance, however has also been informed there are no violations. For clarification, he asked what is correct. Mr. Laughlin stated the set of regulations set forth in the proposed ordinance constitutes differences and variations from the base zoning of SF-40 and therefore the ordinance as proposed is legal by virtue of creating the amendments to the base zoning regulations. Deputy Mayor Pro Tem Kixmiller added that the Comprehensive Plan does not change zoning.

Councilmembers Fiester stated the development would allow families to move to Highland Village while still having the ability to limit/prohibit properties in the development so they do not become investment properties. Councilmembers Fiorenza and Heslep recognized residents' concerns and voiced similarities of past challenges with growth in Highland Village and the impact that has had today.

With a price point now at approximately \$550,000, Councilmember Nelson stated that is not what he considers affordable housing, therefore in looking at developments it's important to look at the benefit being provided to Highland Village and not benefit to the few that sent letters in support.

Motion by Deputy Mayor Pro Tem Kixmiller, seconded by Councilmember Fiorenza, to approve revised Ordinance 2023-1301 with removal of Section 2.C(4). A supermajority approval by Council was not reached, therefore the motion failed with the following 4-3 vote:

Ayes – Fiorenza, Heslep, Fiester and Kixmiller

Nays – Lombardo, Nelson and Jaworski

Mr. Laughlin recommended Council consider a motion on whether the denial is with or without prejudice. He explained that with prejudice does not allow an application for rezoning of this property to be submitted for at least 6 months; without prejudice allows an application for similar rezoning of this property could be made immediately.

Motion by Deputy Mayor Pro Tem Kixmiller, seconded by Councilmember Fiorenza, to deny the application without prejudice. Motion carried with the following 4-3 vote:

Ayes – Fiorenza, Heslep, Fiester and Kixmiller

Nays – Lombardo, Nelson and Jaworski

17. **Consider Resolution 2023-3052 authorizing the City Manager to Negotiate and Execute a Professional Services Agreement with Dunaway Associates, LLC, relating to Various Pilot Knoll Park Improvement Projects**

APPROVED (7 – 0)

Parks and Recreation Department Director Phil Lozano reported Council approved Ordinance No. 2021-1291 in December 2021 authorizing the issuance of certificates of obligation for the purpose of obtaining funds to construct street and parks projects. Included in the parks projects were improvements at Pilot Knoll Park, estimated at \$3.74 million. Included in the Pilot Knoll Park project included improvements to campground restrooms, campground/shelters (day use area), replacement of the gatehouse, improvements to the boat ramp and the addition of 16 rental cabins, which will provide an ongoing revenue stream.

Brad Moulton from Dunaway Associates reported the professional services agreement includes professional landscape architecture, engineering, grant procurement and bidding services for the design and construction of the improvements at Pilot Knoll Park. He also provided a timeline of the project and estimated completion in approximately 7 to 9 months.

Motion by Councilmember Heslep, seconded by Mayor Pro Tem Lombardo, to approve Resolution 2023-3052. Motion carried with a 7-0 vote.

LATE WORK SESSION

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

Councilmember Fiorenza requested a future agenda item to continue discussion on traffic and speed limits in Highland Village in order to find a solution. He also asked for an update regarding the opening of northbound access to IH-35 from Highland Village Road. City Manager Paul Stevens reported he would check the status.

19. **Adjournment**

Mayor Jaworski adjourned the meeting at 10:07 p.m.

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

DRAFT

CITY OF HIGHLAND VILLAGE
CITY COUNCIL

AGENDA# 11

MEETING DATE: 04/11/2023

SUBJECT: Consider Resolution No. 2023-3054 Delegating the Authority to Release and Abandon Certain Easements Previously Conveyed and/or Dedicated to the City by Plat or Separate Instrument Under Certain Conditions

PREPARED BY: Kevin B. Laughlin, City Attorney

BACKGROUND:

The development or redevelopment of property within the City often requires the platting or replatting of land that is subject to public utility, drainage, fire lane, mutual access, and/or other easements (each a “City Easement”) that have been conveyed and/or dedicated to the City by plat or separate instrument. From time to time, the location of such City Easements interfere or conflict with the proposed design or redesign of such property, which conflicts may only be resolved by abandoning and releasing some or all of a City Easement. The City Council presently has sole authority to approve the abandonment and release of interests in real property...such as easements...unless such authority is delegated by the City Council.

Because the City’s Subdivision Regulations provide that the Planning and Zoning Commission and, in some instances, the City Manager, has the authority to approve final plats (including replats) relating to the subdivision of land within the City and its extraterritorial jurisdiction, the platting or replatting of land that requires the relocation or release of an existing City Easement can be delayed while awaiting City Council approval for the abandonment of the City Easement in question since the Planning and Zoning Commission does not have the legal authority to approve such abandonments.

On occasion, the City receives a request from a homeowner to locate rear yard improvements (e.g., pools and/or outdoor kitchens) that would otherwise comply with applicable rear and side yard setbacks within a platted City utility easement that contains no City or other utility facilities and has been determined will likely never contain any utilities. In other instances, the City receives an application for redevelopment of a non-residential property not requiring a plat or replat of the property but that otherwise requires the re-routing of utilities and the need to abandon the easements in which the abandoned utilities were located. Currently, approval of permits for such improvements must be delayed until the City Council approves the abandonment of such easements.

IDENTIFIED NEED/S:

Make the platting or replatting of property that requires the abandonment or relocation of certain City easements more efficient and faster by delegating to the City Manager the authority to approve the release of certain City easements under certain conditions.

OPTIONS & RESULTS:

Approval of the proposed resolution will allow the City Manager to act on behalf of the City in releasing some or all of certain City easements that have been determined to serve no benefit to the City without expending the time necessary to obtain such approval from the City Council. Failing to approve the proposed resolution will continue to require the approval of plats and other development permits to be delayed pending approval by the City Council of the abandonment of easements that is necessary as part of the development. Because the abandonment of streets requires approval of an ordinance by the City Council, the City Council will still be required to approve the partial or complete abandonment of any street rights-of-way.

PROGRESS TO DATE: (if appropriate)

The City Attorney has prepared Resolution No. 2023-3054 delegating the authority to abandon certain City easement subject to making certain findings and satisfaction of certain conditions.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

None

RECOMMENDATION:

Staff recommends approval of Resolution No. 2023-3054.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, DELEGATING THE AUTHORITY TO RELEASE AND ABANDON CERTAIN EASEMENTS PREVIOUSLY CONVEYED AND/OR DEDICATED TO THE CITY BY PLAT OR SEPARATE INSTRUMENT UNDER CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the development or redevelopment of property within the City of Highland Village often requires the platting or replatting of land that is subject to public utility, drainage, fire lane, mutual access, and/or other easements (each a “City Easement”) that have been conveyed and/or dedicated to the City by plat or separate instrument; and

WHEREAS, from time to time, the location of such City Easements interfere or conflict with the proposed design or redesign of such property, which conflicts may only be resolved by abandoning and releasing some or all of a City Easement; and

WHEREAS, the City Council presently has sole authority to approve the abandonment and release of an interest in real property unless such authority is delegated by the City Council; and

WHEREAS, because the City’s Subdivision Regulations provide that the Planning and Zoning Commission and, in some instances, the City Manager, has the authority to approve final plats (including replats) relating to the subdivision of land within the City and its extraterritorial jurisdiction; and

WHEREAS, the platting or replatting of land that requires the relocation or release of an existing City Easement can be delayed while awaiting City Council approval for the abandonment of the City Easement in question; and

WHEREAS, in order to avoid such unnecessary delays in the development of property within the City and its extraterritorial jurisdiction, the City Council finds it to be in the public interest to delegate its authority to abandon and release certain City Easements to the City Manager;

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

SECTION 1. Upon request of the owner of the property burdened by an easement owned by the City, the City Manager, acting on behalf of the City, is hereby authorized to release and abandon a public water, sanitary sewer, drainage, fire lane, public trail, sidewalk, and/or access easement, or portions thereof, that has previously been conveyed and/or dedicated to the City of Highland Village by plat or separate instrument subject to the following conditions:

- A. Except as provided in Paragraph B, below, the easement must contain no facilities owned by the City of Highland Village or any other party that has the right to place their facilities within the area of the easement;
- B. If the easement contains facilities owned by the City of Highland Village and/or a third party that has the right to locate facilities within the easement to be abandoned, the City Manager may proceed on behalf of the City to abandon and

release the easement provided the owner of such facilities has either (1) agreed to abandon the facilities in place without a requirement to relocate such facilities or (2) reached agreement with the owner of the property seeking abandonment of the easement to relocate the facilities to another easement dedicated for such purpose, in which case, unless otherwise agreed by the owner of the facilities, the abandonment of the easement shall not be effective unless and until the new easement has been conveyed and/or dedicated and the newly relocated facilities have been constructed and accepted by the owner of the facilities;

- C. The Director of Public Works has reviewed the request to abandon and release the subject easement, found that such easement is no longer required for public use, and recommends approval of the abandonment and release;
- D. All entities that have the right to use the easement to be abandoned either by virtue of a franchise granted by the City or by operation of state law shall have (i) confirmed in writing they own no facilities within the easement or portion thereof to be abandoned and (ii) have no objection to the said abandonment;
- E. The party requesting the abandonment of the easement, at the requesting party's cost, provides the City with a surveyed boundary description and survey plat of the easement or portion thereof to be abandoned that is satisfactory to the Director of Public Works and the City Attorney; provided, however, no separate description is required if the abandonment is to be affected by plat;
- F. If the abandonment of the easement is to be effective upon approval of a plat of the property burdened by the easement, the plat shall contain a note signed by the City Manager or any Assistant City Manager that reads as follows:

The abandonment and release of the easement(s) owned by the City of Highland Village that are shown hereon as being "Abandoned by this Plat" has been reviewed and approved by the City Manager under the authority granted by City of Highland Village Resolution No. (insert the number of this resolution)."
- G. If the release and abandonment of the easement is to be granted by separate instrument, the form of such instrument must be approved by the City Attorney prior to the City Manager signing such instrument; and
- H. The party requesting the abandonment and release of the instrument shall be responsible for payment of all recording fees relating to filing the release in the Official Public Records of Denton County.

SECTION 2. This resolution shall become effective immediately upon its approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE,
TEXAS, THIS 11TH DAY OF APRIL 2023.**

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:4/6/2023:134415)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 12

MEETING DATE: 04/11/2023

SUBJECT: Consider Resolution 2023-3055 Authorizing the City Manager to Sign a Revised Lease with the United States Army Corps of Engineers Relating to the Lease of Federal Land for Copperas Branch Park and Pilot Knoll Park Agreement No. DACW63-1-22-0623; and Repealing Resolution No. 2023-050

PREPARED BY: Phil Lozano, Director of Parks and Recreation

BACKGROUND:

On September 30, 2021, the lease for Corps Federal Lands known as Copperas Branch Park and Pilot Knoll Park Leased areas ended. The City Council approved Resolution No. 2023-050 on February 28, 2023, authorizing the City Manager to sign a new Lease Agreement (the "Corps Lease") sent to the City by the U.S. Army Corps of Engineers ("the Corps") for the continued use of land presently developed with Copperas Branch Park, Pilot Knoll Park, Lakeside Community Park, Wichita Forest Park, and parts of Doubletree Ranch Park. The lease term of the Corps Lease as originally presented was 25-years with two (2) additional extension periods: one 15-year period (1st extension period), followed by an additional 10-year period (2nd extension period), respectively, for a combined total of 50 years.

On March 20, 2023, the Corps informed City staff that federal regulations do not permit the extension options for municipal park leases and provided two options:

- A twenty-five (25) year lease agreement, which is the most expedient (City staff chose this option)
- A fifty-year (50) lease agreement, which would have to be routed to Washington, D.C., for permission and execution and could take up to two years to get approval

On March 21, 2023, the Corps delivered a revised Lease Agreement containing only an initial lease term of 25 years.

IDENTIFIED NEED/S:

Execute Agreement No DACW63-1-22-0623 with the USACE so the City has legal authority to use the land for park purposes.

OPTIONS & RESULTS:

If Agreement No. DACW63-1-22-0623 is not executed, the City would lose 278.579± parkland acreage and amenities, which includes Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park, and parts of Doubletree Ranch Park.

PROGRESS TO DATE: (if appropriate)

City staff and the City Attorney have reviewed the proposed revised lease and approved it as to form. To avoid any future confusion regarding which version of the Corps has been approved for execution, the resolution prepared by the City Attorney includes a provision repealing Resolution 2023-3050.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No significant additional cost

RECOMMENDATION:

To approve Resolution 2023-3055 authorizing the City Manager to sign a revised agreement of lease with the US Army Corps of Engineers relating to the lease of Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park and portions of Doubletree Ranch Park.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A REVISED LEASE WITH THE UNITED STATES ARMY CORPS OF ENGINEERS RELATING TO THE FEDERAL LAND LEASED FOR COPPERAS BRANCH PARK AND PILOT KNOLL PARK (AGREEMENT NO. DACW 63-1-22-0623); REPEAL RESOLUTION NO. 2023-3050; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved Resolution No. 2023-3050 on February 28, 2023, authorizing the City Manager to sign Lease Agreement DACW63-1-22-0623 (the "Corps Lease") with the United States Army Corps of Engineers (the "Corps") for the lease of the property presently developed as Copperas Branch Park, Lakeside Community Park, Wichita Forest Park, Pilot Knoll Park, and parts of Doubletree Park; and

WHEREAS, the City Manager has been advised by the Corps that the optional lease term extensions contained in the version of the Corps Lease previously provided by the Corps and approved pursuant to Resolution No. 2023-3050 were not properly approved by the Corps in accordance with applicable federal regulations; and

WHEREAS, Corps representatives have further advised the City Manager the approval process for a lease that includes lease term extensions previously presented could take several years; and

WHEREAS, the Corps has presented a revised Corps Lease removing the term extension provisions; and

WHEREAS, the City Manager recommends acceptance and execution of the revised Corps Lease, the approval of which recommendation the City Council of the City of Highland Village finds it to be in the public interest.

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

SECTION 1. The City Manager is authorized to sign on behalf of the City that certain revised Lease Agreement No. DACW63-1-22-0623 with the United States Army, Fort Worth District, Corps of Engineer, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. Resolution No. 2023-050 is hereby repealed.

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

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL 2023.

APPROVED:

Daniel H. Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:4/4/2023:134372)

Resolution No. 2023-3055

Exhibit "A" – Form of Lease

DEPARTMENT OF THE ARMY
LEASE TO NON-STATE GOVERNMENTAL AGENCIES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
AND
LOW DENSITY RECREATION AREA
LEWISVILLE LAKE
DENTON COUNTY, TEXAS

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **The City of Highland Village, Texas**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **Exhibits A – MAP and B – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said Premises are hereby leased for a term of **twenty-five (25)** years, beginning **October 1, 2021** and ending **September 30, 2046**.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the Premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this lease shall be addressed, if to the Lessee, to the City of Highland Village, 1000 Highland Village Road,

Highland Village, Texas 75077; and if to the United States, to the Real Estate Contracting Officer, Attention: Chief, Real Estate Division, ATTN: CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300; or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

5. DEVELOPMENT PLANS

The Lessee shall be guided by an annual Plan of Operation and Maintenance in furtherance of the Lessee's implementing Plan of Recreation Development and Management (Development Plan) attached as **Exhibit C** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. No later than September 1 of each year, the Lessee will submit the annual Plan to be mutually agreed on between the Lessee and the Real Estate Contracting Officer. Such annual Plan shall include but is not limited to the following:

- a. Plans for management, maintenance and development activities to be undertaken by the Lessee and any sub-lessees.
- b. Report of the management, maintenance and development accomplishments of the Lessee for the preceding year.
- c. Report on any significant modification of policies or procedures which are planned for the following year as well as those implemented in the preceding year.
- d. Minor modifications to the Development Plan. Major modifications are to be accomplished by amendment to the Plan before proceeding to implement any changes in the development or management of the leased Premises.
- e. Budget of the Lessee for carrying out all activities for the upcoming year.
- f. Personnel to be used in the management of the leased Premises.
- g. Annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state, and local standards. Lessee will also

provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

h. The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the Premises and the Lessee may provide comments.

6. STRUCTURE AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the Premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**. However, no structures may be erected or altered upon the Premises unless and until the type of use, design, and proposed location or alteration thereof shall have been approved in writing by the Real Estate Contracting Officer. The Real Estate Contracting Officer may require the Lessee, upon the completion of each of the proposed developments to furnish complete "as built" construction plans for all facilities.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the Premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the Premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disability Act, as required in the condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the Premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **Exhibit D** and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in the Condition on **DEVELOPMENT PLANS** either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third-party activities have been approved by the Real Estate Contracting Officer. The Lessee will not allow any third-party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the Premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the Premises. The Lessee will not subdivide nor develop the Premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the Premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the Premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the Premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall establish and maintain accurate records and accounts and provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the Premises; to manipulate the level of

the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum Combined Single Limit of \$1,000,000, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the Lessee, sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies, or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance. The Real Estate Contracting Officer shall have the right to review and revise the amount of minimum liability insurance required.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days' notice of any cancellation or change in such insurance.

c. In the event the Lessee is self-insured, the Lessee shall certify such self-insurance in writing in the minimum amount specified above to the Real Estate Contracting Officer. The Lessee's insurance status shall not eliminate the requirement for its sub-lessees and concessionaires to have insurance from a reputable insurance carrier as set out above.

d. The Real Estate Contracting Officer may require closure of any or all of the Premises during any period for which the Lessee and/or its sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the Premises, remove the property of the Lessee, and restore the Premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the Premises, remove said property therefrom, and restore the Premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the Premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefor, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the Premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased Premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural And Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the Premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event that the Lessee violates any of the terms and conditions and continues and persists in such non-compliance, or fails to obtain correction of deficiencies by sub-lessees or licensees. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the Premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the Premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the Premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the Premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the Premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the Premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected within the time specified, the Real Estate Contracting Officer will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sub-

lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the Premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the Premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the Premises or install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the Premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the Premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the Premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the Premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 1701-1709) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c.

(1) A Claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that—

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by –

(i) a senior company official in charge of the Lessee's location involved; or

(ii) an officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer

must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the leased area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

28. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT E**. Upon expiration, revocation or relinquishment of this lease another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the Premises. Any soil erosion occurring outside the Premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites, said system to be acceptable to the Real Estate Contracting Officer.

b. Occupying any lands, buildings, vessels, or other facilities within the Premises for the purpose of maintaining a full- or part-time residence is prohibited, except for employees, residing on the Premises, for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the Premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

36. DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s).
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the

contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the

meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

I. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

37. DETERMINATION REGARDING EXECUTIVE ORDER 13706

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any

subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classifications(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

(xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to received Federal contracts

currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether

external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

38. ADDED CONDITIONS

a. BACKGROUND INVESTIGATIONS: Prior to the assignment of any sublease, the Lessee shall be required to perform background investigations of any prospective sublessees and submit the findings to the U.S. Army Corps of Engineers for approval. Persons who have been convicted of a violent crime, sexual crime, arson, crime with a weapon, sale or intent to distribute illegal drugs, are an organized crime figure, or an undocumented noncitizen may not be approved as a sublessee. The required background investigations (below) must be conducted and the associated results provided with any sublease agreement approval request. A short description of the required background investigations is below:

(1). Nationwide Background Checks. There are many private companies that conduct pre-employment criminal background checks for employers. This type of check requires the full name of the applicant and residential address. In some locations a signed release is also required from the applicant.

(2). U.S. Citizen Verification. The Department of Homeland Security has a program that employers can participate in, at no cost, which allows them to conduct a social security verification and immigration check on an individual. To register for the program, contact the Department of Homeland Security Systematic Alien Verification for Entitlements Program (SAVE) at <https://www.uscis.gov/save> or call 1-888-464-4210..

b. Time limitations for camping, including but not limited to transient trailers or recreational vehicles, shall follow current policy guidance.

c. The Lessee shall provide the Corps with monthly and holiday visitation data for reporting to the Visitors Estimation Reporting System (VERS).

d. This lease is issued subject to existing License and Consent No. DACW63-3-21-0619 granted to the Town of Copper Canyon, Texas, for an equestrian trail.

e. Items listed in the Master Plan are conceptual, and all items must be submitted for a formal process of review by the Corps before implementation.

f. The Low-Density Recreation Area, as identified in **Exhibit A**, is under restricted use rules and regulations.

g. The City of Highland Village shall be responsible for the maintenance of the bridge located in the Low-Density Recreation Area, Copperas Branch Park, identified in **Exhibit A**.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2023.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS LEASE is also executed by the Lessee this _____ day of _____, 2023.

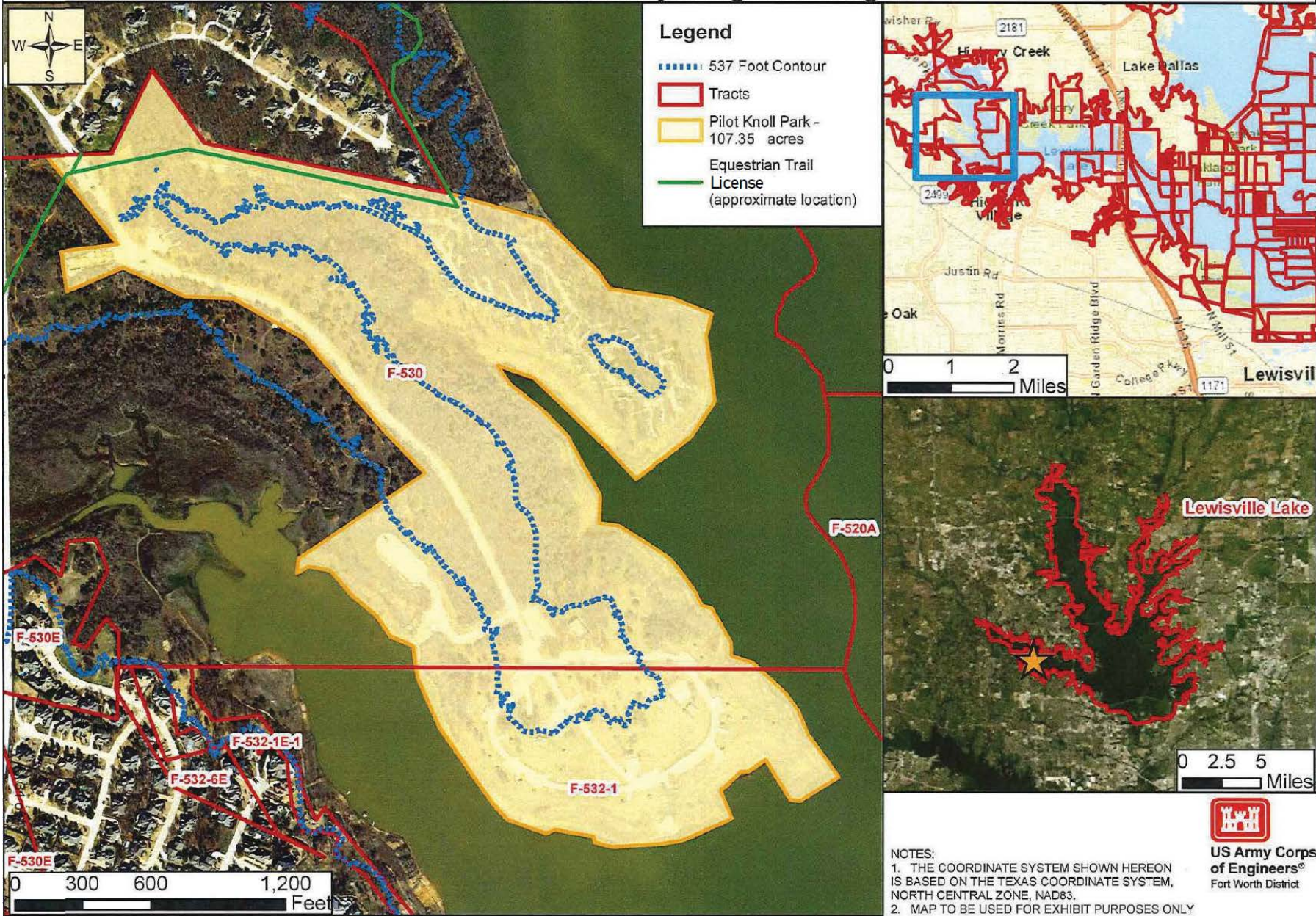
City of Highland Village

Name

Title

Trinity Regional Project - Lewisville Lake - Denton County, Texas

Pilot Knoll Park - City of Highland Village



NOTES:
 1. THE COORDINATE SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD83.
 2. MAP TO BE USED FOR EXHIBIT PURPOSES ONLY



LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Pilot Knoll Park

Acreeage: 107.35

Being a 107.35 acre parcel of land situated in the County of Denton, State of Texas, being part of the Susan Teague Survey (A-1261), part of the D. F. Kirkpatrick Survey (A-1570), part of the Wm. Luttrell Survey (A-741), and part of the John Hicks Survey (A-587), being part of the United States Corps of Engineers tracts F-530 and F-532-1. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E. monument F-530-4 situated in the northern border of herein described parcel and C.O.E. tract F-530;

THENCE South 35-28-3 East, a distance of 401.424 feet to C.O.E. monument F-530-5;

THENCE South 78-27-3 East, a distance of 159.065 feet to a point;

THENCE South 78-27-3 East, a distance of 938.541 feet to a point;

THENCE South 74-26-19 East, a distance of 453.487 feet to a point;

THENCE South 45-54-41 East, a distance of 327.466 feet to a point;

THENCE South 33-26-7 East, a distance of 91.046 feet to a point;

THENCE South 81-33-51 East, a distance of 278.922 feet to a point;

THENCE South 68-57-7 East, a distance of 192.216 feet to a point;

THENCE South 13-34-14 West, a distance of 103.586 feet to a point;

THENCE South 7-27-38 East, a distance of 294.157 feet to a point;

THENCE South 33-52-28 West, a distance of 192.377 feet to a point;

THENCE South 52-23-58 West, a distance of 147.676 feet to a point;

THENCE South 55-34-46 West, a distance of 56.478 feet to a point;

THENCE South 32-16-48 West, a distance of 9.108 feet to a point;

THENCE South 52-23-58 West, a distance of 94.68 feet to a point;

THENCE North 43-19-38 West, a distance of 207.22 feet to a point;

THENCE North 48-42-59 West, a distance of 8.498 feet to a point;

THENCE North 46-4-18 West, a distance of 425.278 feet to a point;
THENCE North 70-49-16 West, a distance of 169.108 feet to a point;
THENCE South 33-41-24 East, a distance of 100.154 feet to a point;
THENCE South 50-51-22 East, a distance of 192.513 feet to a point;
THENCE South 44-5-26 East, a distance of 154.699 feet to a point;
THENCE South 27-8-59 East, a distance of 152.185 feet to a point;
THENCE South 29-34-40 East, a distance of 147.723 feet to a point;
THENCE South 1-35-28 West, a distance of 125.048 feet to a point;
THENCE South 82-52-30 East, a distance of 83.982 feet to a point;
THENCE South 57-41-55 East, a distance of 162.691 feet to a point;
THENCE South 56-2-8 East, a distance of 108.818 feet to a point;
THENCE South 39-31-52 East, a distance of 78.573 feet to a point;
THENCE South 35-6-12 East, a distance of 108.876 feet to a point;
THENCE South 26-17-26 East, a distance of 67.486 feet to a point;
THENCE South 75-41-22 East, a distance of 41.479 feet to a point;
THENCE South 63-9-38 East, a distance of 3.854 feet to a point;
THENCE South 29-28-14 East, a distance of 175.546 feet to a point;
THENCE South 0-16-28 West, a distance of 57.125 feet to a point;
THENCE South 72-37-22 East, a distance of 99.671 feet to a point;
THENCE South 47-1-33 East, a distance of 202.786 feet to a point;
THENCE South 36-35-44 East, a distance of 90.752 feet to a point;
THENCE South 21-51-55 East, a distance of 114.605 feet to a point;
THENCE South 35-20-24 East, a distance of 234.111 feet to a point;
THENCE South 57-40-49 West, a distance of 201.329 feet to a point;
THENCE North 82-7-52 West, a distance of 44.617 feet to a point;
THENCE North 31-16-4 West, a distance of 207.219 feet to a point;
THENCE South 56-35-4 West, a distance of 91.185 feet to a point;
THENCE North 89-43-32 West, a distance of 33.29 feet to a point;

THENCE South 45-16-28 West, a distance of 94.157 feet to a point;
THENCE South 56-35-4 West, a distance of 25.632 feet to a point;
THENCE South 13-45-43 East, a distance of 5.862 feet to a point;
THENCE South 45-16-28 West, a distance of 5.737 feet to a point;
THENCE South 22-43-51 East, a distance of 129.513 feet to a point;
THENCE South 65-28-14 West, a distance of 218.627 feet to a point;
THENCE South 71-50-22 West, a distance of 31.858 feet to a point;
THENCE South 80-48-43 West, a distance of 74.627 feet to a point;
THENCE South 86-4-26 West, a distance of 228.098 feet to a point;
THENCE North 75-41-22 West, a distance of 83.297 feet to a point;
THENCE North 11-2-8 West, a distance of 26.797 feet to a point;
THENCE North 79-43-4 West, a distance of 173.667 feet to a point;
THENCE South 66-18-43 West, a distance of 40.942 feet to a point;
THENCE North 70-48-28 West, a distance of 182.035 feet to a point;
THENCE North 42-52-41 West, a distance of 96.211 feet to a point;
THENCE North 34-53-50 West, a distance of 413.591 feet to a point;
THENCE North 23-37-46 West, a distance of 242.559 feet to a point;
THENCE North 8-31-51 West, a distance of 140.443 feet to a point;
THENCE North 67-31-14 West, a distance of 108.975 feet to a point;
THENCE North 33-10-43 West, a distance of 107.863 feet to a point;
THENCE North 50-0-47 West, a distance of 140.486 feet to a point;
THENCE North 41-11-9 West, a distance of 147.641 feet to a point;
THENCE North 77-54-19 West, a distance of 99.429 feet to a point;
THENCE South 59-2-10 West, a distance of 60.739 feet to a point;
THENCE North 6-0-32 East, a distance of 66.337 feet to a point;
THENCE North 55-49-23 East, a distance of 679.918 feet to a point;
THENCE North 43-40-45 West, a distance of 273.929 feet to a point;
THENCE North 40-38-24 West, a distance of 530.54 feet to a point;

THENCE North 60-23-0 West, a distance of 359.141 feet to a point;
THENCE North 86-51-14 West, a distance of 221.776 feet to a point;
THENCE North 64-50-33 West, a distance of 298.828 feet to a point;
THENCE South 67-4-33 West, a distance of 271.409 feet to a point;
THENCE North 8-15-22 West, a distance of 180.182 feet to a point;
THENCE North 83-20-19 East, a distance of 253.752 feet to a point;
THENCE North 38-31-32 West, a distance of 504.985 feet to a point;
THENCE North 87-38-58 East, a distance of 290.022 feet to C.O.E. monument F-530-3;
THENCE North 25-21-58 East, a distance of 410.604 feet to the **Point of Beginning**, and containing 107.35 acres of land, more or less.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020

LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Copperas Branch Park

Acreage: 101.65

Being a 101.65 acre parcel of land situated in the County of Denton, State of Texas, being part of the S. Burnley Survey (A-116), and being part of the W. P. Pearce Survey (A-1015), and being part of the United States Corps of Engineers tracts D-357, D-358, D-365B, D-368, D-369, D-380, and F-514. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E monument D-19 located in the northeast corner of C.O.E. tract 4-113;

THENCE South 89-29-32 West, a distance of 162.253 feet to a point;

THENCE South 89-28-55 West, a distance of 390.447 feet to a point;

THENCE South 3-43-42 East, a distance of 1.849 feet to a point;

THENCE South 89-54-6 West, a distance of 86.424 feet to a point;

THENCE South 89-53-50 West, a distance of 184.667 feet to a point;

THENCE South 89-54-11 West, a distance of 509.798 feet to a point;

THENCE South 89-53-15 West, a distance of 62.819 feet to a point;

THENCE South 89-53-15 West, a distance of 61.485 feet to a point;

THENCE North 28-30-53 West, a distance of 489.712 feet to a point;

THENCE North 76-44-35 West, a distance of 34.01 feet to a point;

THENCE North 76-44-35 West, a distance of 597.015 feet to a point;

THENCE North 76-44-35 West, a distance of 78.601 feet to a point;

THENCE South 27-32-29 West, a distance of 106.447 feet to a point;

THENCE South 27-32-29 West, a distance of 29.128 feet to a point;

THENCE South 27-32-29 West, a distance of 71.215 feet to a point;

THENCE South 27-32-29 West, a distance of 46.032 feet to a point;

THENCE South 27-32-29 West, a distance of 77.237 feet to a point;

THENCE North 34-25-5 West, a distance of 183.406 feet to a point;

THENCE North 34-25-5 West, a distance of 6.479 feet to a point;
THENCE South 81-33-30 West, a distance of 298.235 feet to a point;
THENCE South 81-33-30 West, a distance of 411.268 feet to a point;
THENCE South 81-33-30 West, a distance of 33.397 feet to a point;
THENCE South 81-33-30 West, a distance of 51.9 feet to a point;
THENCE South 1-26-30 East, a distance of 101.58 feet to a point;
THENCE South 1-39-38 East, a distance of 186.207 feet to a point;
THENCE South 1-35-0 East, a distance of 74.014 feet to a point;
THENCE South 13-55-23 East, a distance of 103.576 feet to a point;
THENCE South 30-40-0 East, a distance of 93.1 feet to a point;
THENCE South 1-10-0 West, a distance of 279.057 feet to a point;
THENCE South 1-10-0 West, a distance of 166.825 feet to a point;
THENCE South 1-10-0 West, a distance of 3.387 feet to a point;
THENCE South 1-10-0 West, a distance of 25.62 feet to a point;
THENCE South 48-20-0 West, a distance of 75 feet to a point;
THENCE South 48-20-0 West, a distance of 775.23 feet to a point;
THENCE North 0-29-0 East, a distance of 4.386 feet to a point;
THENCE North 0-29-0 East, a distance of 0.279 feet to a point;
THENCE North 0-29-0 East, a distance of 349.335 feet to a point;
THENCE South 89-58-0 West, a distance of 222.8 feet to a point;
THENCE South 89-58-0 West, a distance of 385.739 feet to a point;
THENCE South 89-58-0 West, a distance of 0.261 feet to a point;
THENCE North 23-56-49 East, a distance of 225.825 feet to a point;
THENCE North 0-32-54 East, a distance of 700.061 feet to a point;
THENCE North 88-3-41 East, a distance of 104.027 feet to a point;
THENCE North 3-16-0 West, a distance of 18.8 feet to a point;
THENCE North 3-16-0 West, a distance of 108.2 feet to a point;
THENCE South 76-58-0 West, a distance of 6.886 feet to a point;

THENCE South 76-58-0 West, a distance of 5.968 feet to a point;
THENCE South 76-58-0 West, a distance of 109.746 feet to a point;
THENCE South 39-35-0 West, a distance of 95.009 feet to a point;
THENCE North 3-46-45 East, a distance of 132.194 feet to a point;
THENCE North 44-36-45 East, a distance of 52.714 feet to a point;
THENCE North 2-29-22 East, a distance of 239.81 feet to a point;
THENCE South 87-27-48 East, a distance of 109.83 feet to a point;
THENCE North 1-15-33 West, a distance of 16.315 feet to a point;
THENCE North 1-15-33 West, a distance of 59.372 feet to a point;
THENCE North 1-15-33 West, a distance of 50.732 feet to a point;
THENCE South 86-11-9 East, a distance of 187.916 feet to a point;
THENCE South 86-15-38 East, a distance of 212.953 feet to a point;
THENCE North 81-52-12 East, a distance of 196.419 feet to a point;
THENCE North 84-52-19 East, a distance of 108.769 feet to a point;
THENCE South 4-5-8 East, a distance of 58.482 feet to a point;
THENCE South 37-19-16 West, a distance of 176.394 feet to a point;
THENCE South 21-48-5 West, a distance of 134.629 feet to a point;
THENCE South 16-57-19 West, a distance of 119.064 feet to a point;
THENCE South 33-41-24 West, a distance of 80.123 feet to a point;
THENCE South 71-25-35 East, a distance of 106.929 feet to a point;
THENCE North 47-45-11 East, a distance of 91.975 feet to a point;
THENCE North 45-42-58 East, a distance of 157.147 feet to a point;
THENCE North 40-51-1 East, a distance of 156.071 feet to a point;
THENCE North 77-18-1 East, a distance of 151.626 feet to a point;
THENCE North 57-31-44 East, a distance of 108.653 feet to a point;
THENCE North 65-35-46 East, a distance of 247.075 feet to a point;
THENCE North 29-55-53 East, a distance of 79.331 feet to a point;
THENCE North 71-19-24 East, a distance of 156.139 feet to a point;

THENCE South 78-27-55 East, a distance of 104.187 feet to a point;
THENCE North 79-18-54 East, a distance of 112.365 feet to a point;
THENCE South 82-46-32 East, a distance of 149.1 feet to a point;
THENCE North 71-33-54 East, a distance of 171.29 feet to a point;
THENCE North 51-24-39 East, a distance of 263.869 feet to a point;
THENCE South 82-38-51 East, a distance of 130.237 feet to a point;
THENCE South 68-36-1 East, a distance of 165.582 feet to a point;
THENCE South 41-31-54 East, a distance of 97.406 feet to a point;
THENCE North 85-18-5 East, a distance of 152.596 feet to a point;
THENCE South 81-1-39 East, a distance of 80.147 feet to a point;
THENCE South 50-31-39 East, a distance of 91.761 feet to a point;
THENCE South 64-39-14 East, a distance of 43.8 feet to a point;
THENCE North 13-26-55 East, a distance of 98.535 feet to a point;
THENCE North 71-33-54 West, a distance of 98.821 feet to a point;
THENCE North 64-17-24 West, a distance of 62.431 feet to a point;
THENCE North 71-33-54 West, a distance of 85.645 feet to a point;
THENCE North 35-39-19 West, a distance of 117.943 feet to a point;
THENCE North 6-6-56 West, a distance of 58.667 feet to a point;
THENCE North 12-59-41 West, a distance of 83.385 feet to a point;
THENCE North 1-1-23 West, a distance of 116.685 feet to a point;
THENCE North 37-27-2 East, a distance of 123.34 feet to a point;
THENCE North 61-30-16 East, a distance of 165.936 feet to a point;
THENCE North 79-49-28 East, a distance of 247.645 feet to a point;
THENCE North 46-7-24 East, a distance of 150.289 feet to a point;
THENCE North 57-1-50 East, a distance of 91.879 feet to a point;
THENCE North 84-35-46 East, a distance of 154.855 feet to a point;
THENCE South 33-41-24 East, a distance of 112.673 feet to a point;
THENCE South 55-12-14 East, a distance of 149.681 feet to a point;

THENCE South 69-6-8 East, a distance of 122.652 feet to a point;
THENCE North 84-36-38 East, a distance of 110.907 feet to a point;
THENCE North 52-39-2 East, a distance of 199.174 feet to a point;
THENCE North 39-21-19 East, a distance of 509.229 feet to a point;
THENCE North 87-16-25 East, a distance of 43.8 feet to a point;
THENCE North 36-52-45 East, a distance of 175.018 feet to a point;
THENCE South 4-23-57 West, a distance of 732.286 feet to a point;
THENCE South 3-19-0 East, a distance of 1126.027 feet to a point;
THENCE South 3-19-0 East, a distance of 129.529 feet to a point;
THENCE South 3-19-0 East, a distance of 2.022 feet to a point;
THENCE North 89-10-50 West, a distance of 64.343 feet to the **Point of Beginning**, and containing 101.65 acres of land, more or less.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020

LEWISVILLE LAKE
TRINITY REGIONAL PROJECT
DENTON COUNTY, TEXAS
DACW63-1-22-0623

Grantee: City of Highland Village

Parcel: Low Density Recreation Area

Acreage: 68.69

Being a 101.65 acre parcel of land situated in the County of Denton, State of Texas, being part of the F. Pearce Survey (A-1016), and being part of the W. P. Pearce Survey (A-1015), and being part of the United States Corps of Engineers tracts 4-107, 4-108, 4-109, 4-110, 4-111, 4-113, 4-114-1, 4-114-2, D-359, D-360, D-361, D-366, D-367, and D-370. Bearings are referenced to the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202;

BEGINNING at C.O.E monument D-21-4 located in the northwest corner of the subject parcel;

THENCE North 89-55-39 East, a distance of 617.099 feet to a point;

THENCE South 10-6-47 East, a distance of 1077.964 feet to a point;

THENCE South 6-34-15 East, a distance of 290.335 feet to a point;

THENCE South 8-27-16 East, a distance of 468.346 feet to a point;

THENCE South 9-17-5 East, a distance of 256.033 feet to a point;

THENCE South 5-45-55 West, a distance of 203.309 feet to a point;

THENCE South 44-37-13 West, a distance of 582.726 feet to a point;

THENCE South 87-8-41 West, a distance of 440.696 feet to a point;

THENCE South 88-27-57 West, a distance of 90.082 feet to a point;

THENCE South 1-49-8 East, a distance of 266.227 feet to a point;

THENCE South 45-25-49 West, a distance of 226.664 feet to a point;

THENCE South 0-46-6 East, a distance of 117.853 feet to a point;

THENCE South 1-9-21 West, a distance of 64.462 feet to a point;

THENCE South 80-14-27 West, a distance of 315.825 feet to a point;

THENCE South 13-47-0 West, a distance of 315 feet to a point;

THENCE North 33-47-0 West, a distance of 286.377 feet to a point;

THENCE South 79-40-22 West, a distance of 451.033 feet to a point;

THENCE South 39-25-0 West, a distance of 355 feet to a point;

THENCE South 74-28-27 West, a distance of 251.939 feet to a point;
THENCE South 23-14-31 West, a distance of 171.271 feet to a point;
THENCE South 88-1-42 West, a distance of 60.488 feet to a point;
THENCE North 26-49-59 East, a distance of 179.755 feet to a point;
THENCE North 0-9-15 West, a distance of 45.096 feet to a point;
THENCE North 30-40-29 East, a distance of 276.539 feet to a point;
THENCE North 53-19-17 East, a distance of 606.914 feet to a point;
THENCE North 66-45-57 East, a distance of 213.507 feet to a point;
THENCE North 22-8-4 East, a distance of 154.564 feet to a point;
THENCE North 58-43-46 East, a distance of 217.417 feet to a point;
THENCE North 39-58-9 West, a distance of 144.103 feet to a point;
THENCE North 30-2-24 East, a distance of 99.906 feet to a point;
THENCE North 85-22-50 West, a distance of 107.561 feet to a point;
THENCE North 55-42-31 West, a distance of 70.178 feet to a point;
THENCE North 43-1-25 West, a distance of 104.971 feet to a point;
THENCE North 46-57-9 West, a distance of 92.858 feet to a point;
THENCE South 72-50-30 East, a distance of 79.224 feet to a point;
THENCE North 72-29-37 East, a distance of 141.684 feet to a point;
THENCE South 82-44-32 East, a distance of 108.492 feet to a point;
THENCE South 59-52-15 East, a distance of 76.921 feet to a point;
THENCE North 27-37-3 East, a distance of 225.074 feet to a point;
THENCE North 1-56-52 East, a distance of 144.419 feet to a point;
THENCE North 78-40-1 East, a distance of 67.107 feet to a point;
THENCE North 51-4-1 East, a distance of 79 feet to a point;
THENCE North 5-44-44 East, a distance of 17.31 feet to a point;
THENCE North 48-54-41 East, a distance of 210.406 feet to a point;
THENCE North 0-35-41 West, a distance of 71.213 feet to a point;
THENCE North 52-20-27 East, a distance of 112.637 feet to a point;

THENCE North 68-22-33 East, a distance of 209.307 feet to a point;
THENCE North 42-58-37 East, a distance of 131.948 feet to a point;
THENCE North 30-50-5 East, a distance of 49.579 feet to a point;
THENCE North 43-17-15 West, a distance of 338.759 feet to a point;
THENCE North 41-7-54 West, a distance of 69.708 feet to a point;
THENCE North 36-34-45 East, a distance of 158.146 feet to a point;
THENCE North 28-47-41 West, a distance of 198.282 feet to a point;
THENCE South 86-0-59 East, a distance of 113.86 feet to a point;
THENCE South 79-35-32 East, a distance of 93.953 feet to a point;
THENCE North 13-34-59 West, a distance of 192.248 feet to a point;
THENCE North 10-17-19 West, a distance of 434.543 feet to a point;
THENCE North 5-12-43 West, a distance of 412.739 feet to the **Point of Beginning**, and containing 72.12 acres of land, more or less.

SAVE AND EXCEPT the following 3.43 acre parcel of land within the above described parcel:
BEGINNING at C.O.E. monument D-19-1 located in the northeast portion of tract D-359E-1;
THENCE South 13-56-30 East, a distance of 753.658 feet to a point;
THENCE South 82-38-21 West, a distance of 48.895 feet to a point;
THENCE North 70-0-46 West, a distance of 128.69 feet to a point;
THENCE North 15-43-50 West, a distance of 962.539 feet to a point;
THENCE South 77-34-59 East, a distance of 51.28 feet to a point;
THENCE South 41-52-6 East, a distance of 297.752 feet to the **Point of Beginning**, and containing 3.43 acres of land, more or less for a total of 68.69 for the total subject parcel.

Note: this legal description was done without the benefit of an on-the-ground survey.

23 November 2020



Lease Renewal DACW63-1-01-0766
Five-Year Development Plan

Copperas Branch Park:

Year 1 - 2023 (Funded)

- Micro paving of the older sections of asphalt
- Installation of a temporary gravel parking section along the trail into the park

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 - 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Lakeside Park:

Year 1 - 2023

- No new projects, only routine maintenance and upkeep

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 - 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Pilot Knoll Park:

Year 1 – 2023

Design for Capital Improvement Projects (Funded)

- New gatehouse
- Sixteen cabins
- Improvements to the day-use shelters, roofs, electrical, and concrete sidewalks
- New pottable water line
- Upgrades to the existing sewer line
- Micro paving of the asphalt
- Routine maintenance and upkeep

Parks and Recreation Department Vision – A department that is a leader in improving the quality of life by providing safe and attractive parks, trails, facilities, and recreational opportunities.

Parks and Recreation Department Mission – Within the budgetary means of the department, we pledge to establish recreation programs and a park system for our citizens that provides them with a source of pleasure and opportunity for healthy activity, promotes economic development, minimizes demands on valuable City resources, and instills pride in those who provide and utilize our facilities and services.

Year 2 – 2024 (Funded)

- Building a new gatehouse, cabins, and improvements to the day-use shelters, roofs, electrical, and concrete sidewalks
- Installation of new potable water and upgrades to the existing sewer system
- Routine maintenance and upkeep
- Possible boat ramp and dock improvements

Year 3 – 2025

- Completion of all capital improvement projects

Year 4 – 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027

- No new projects, only routine maintenance and upkeep

Wichita Forest: this is a natural resource area park.

Year 1 – 2023

- No new projects, only routine maintenance and upkeep

Year 2 – 2024

- No new projects, only routine maintenance and upkeep

Year 3 – 2025

- No new projects, only routine maintenance and upkeep

Year 4 – 2026

- No new projects, only routine maintenance and upkeep

Year 5 – 2027



- No new projects, only routine maintenance and upkeep

Thank you,

Phil Lozano,
Director of Parks and Recreation

Parks and Recreation Department Vision – A department that is a leader in improving the quality of life by providing safe and attractive parks, trails, facilities, and recreational opportunities.

Parks and Recreation Department Mission – Within the budgetary means of the department, we pledge to establish recreation programs and a park system for our citizens that provides them with a source of pleasure and opportunity for healthy activity, promotes economic development, minimizes demands on valuable City resources, and instills pride in those who provide and utilize our facilities and services.

JOINT SURVEY AND INSPECTION OF CONDITION OF GOVERNMENT LEASED PROPERTY <small>(ER 405-1-12)</small>			
INSTRUCTIONS			
1. If considered necessary, use a separate ENG Form 3143a for each room surveyed. 2. Additional sheets may be attached for physical characteristics of land and buildings: exterior		and interior details of buildings; service facilities; inventory of machinery and equipment; miscellaneous items and general remarks not otherwise covered in section II of this form or on ENG Form 3143a.	
ADDED INSTRUCTIONS <i>(Overprint, if desired)</i>			
SECTION I - PROPERTY DATA AND CONDITION AGREEMENT			
DATE OF SURVEY 2023-01-25	LEASE NO. DACW63-1-22-0623	LEASE COMMENCEMENT DATE	DATE POSSESSION TAKEN 1994-02-01
ACTIVITY Lewisville lake		TOTAL LEASED BUILDING AREA <i>(Square feet)</i>	
DESCRIPTION AND LOCATION OF PROPERTY Copperas Branch park PAVED ROADS .7 MILES- (PARK BEING USED BY TXDOT) UNPAVED ROADS 1.0 MILES(PARK BEING USED BY TXDOT) STATIONARY WALKWAY TO COURTESY DOCK -(PARK USED BY TXDOT) 4 LANE BOAT RAMP(PARK USED BY TXDOT) 21 PICNIC SITES (PARK USED BY TXDOT) PARKING AREA (5219.322 SQ FT)(PARK USED BY TXDOT) PARKING (4579.647 SQ FT)(PARK USED BY TXDOT) PARKING (23065.670 SQ FT)(PARK USED BY TXDOT) PARKING (41586.517 SQ FT) (PARK USED BY TXDOT) PARKING (1513.074 SQ FT) (PARK USED BY TXDOT) (See Attachment A to Inventory and Condition Report for Lease No. DACW63-1-22-0623)			
JOINT AGREEMENT ON THE CONDITION OF THE PROPERTY			
We, the undersigned, jointly made a survey and inspection of the condition of the property mentioned above. We agree that as of the date of survey, the condition of the property is as described herein.			
THE CONDITION OF THE EXTERIOR OF THE PROPERTY IS INDICATED ON THE REVERSE SIDE OF THIS FORM. ROOM CONDITIONS ARE INDICATED ON ATTACHED ENG FORM 3143A.			NO. OF ATTACHMENTS
NAME AND SIGNATURE OF <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> LESSOR/LESSEE <input type="checkbox"/> AGENT Brian Norton Deputy Director of Park Operations and Projects 		NAME, TITLE, AND SIGNATURE OF U.S. GOVERNMENT REPRESENTATIVE Gregory MacAllister Realty Specialist, Trinity Region. 	
ADDRESS 1000 Highland Village Road Highland Village, Tx 75077		ORGANIZATION Fort Worth Distirct	

ENG FORM 3143, 1 JUN 1960

(Proponent: CERE-A)

SECTION II - EXTERIOR CONDITION OF THE PROPERTY <i>(Attach sheet for added items.)</i>
ROOF, EAVES, DOWNSPOUTS, ETC.
WALLS
WINDOWS AND DOORS <i>(Include storm windows and doors)</i>
FENCING
LAWN, SHRUBBERY, TREES AND PERENNIALS
WALKS AND DRIVEWAYS
GARAGE AND OUT BUILDINGS
ENTRANCES, ELEVATORS AND PATIOS
SEWAGE
REMARKS <i>(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)</i>

(Reverse of ENG FORM 3143)

SECTION II - EXTERIOR CONDITION OF THE PROPERTY <i>(Attach sheet for added items.)</i>
ROOF, EAVES, DOWNSPOUTS, ETC.
WALLS
WINDOWS AND DOORS <i>(Include storm windows and doors)</i>
FENCING
LAWN, SHRUBBERY, TREES AND PERENNIALS
WALKS AND DRIVEWAYS
GARAGE AND OUT BUILDINGS
ENTRANCES, ELEVATORS AND PATIOS
SEWAGE
REMARKS <i>(Include questioned or disputed items, repairs to be made, etc. Attach sheet, if necessary.)</i>

(Reverse of ENG FORM 3143)

*RP Unique ID	PROJECT/INSTALL CODE	Structure Type	Location	Condition
LE-27650	LE	2 LANE BOAT RAMP	PILOT KNOLL PARK	Good
LE-27651	LE	COURTESY DOCK	PILOT KNOLL PARK	Good
LE-27652	LE	PARKING LOT BY PAVILLION	PILOT KNOLL PARK	Good
LE-25866	LE	BUILDING FEE COLLECTOR	PILOT KNOLL PARK	Good
LE-27831	LE	PARKING (1025.424 SQ FT)	PILOT KNOLL PARK	Good
LE-27832	LE	PARKING (2383.894 SQ FT) ACROSS FROM PAVILLION	PILOT KNOLL PARK	Good
LE-27833	LE	PARKING (1378.319 SQ FT)	PILOT KNOLL PARK	Good
LE-27834	LE	PARKING (4728.640 SQ FT)	PILOT KNOLL PARK	Good
LE-27835	LE	PARKING (2984.811 SQ FT) BY PAVILLION	PILOT KNOLL PARK	Good
LE-27836	LE	PARKING (3003.303 SQ FT)	PILOT KNOLL PARK	Good
LE-26566	LE	PAVED ROADS 1.262 MILES	PILOT KNOLL PARK	Good
LE-25891	LE	MASONRY TOILET	PILOT KNOLL PARK	Good
LE-26567	LE	PAVED ROADS 0.872 MILES	PILOT KNOLL PARK	Good
LE-42380	LE	DUMP STATION	PILOT KNOLL PARK	Good
LE-42382	LE	40 PICNIC SITES	PILOT KNOLL PARK	Good
LE-42384	LE	55 CAMPSITES	PILOT KNOLL PARK	Good
LE-42388	LE	3 PARK ATTENDANT CAMPSITES	PILOT KNOLL PARK	Good
LE-42933	LE	PARKING (1566.406 SQ FT)	PILOT KNOLL PARK	Good
LE-42936	LE	PARKING (2977.097 SQ FT) BY RR LE-25891	PILOT KNOLL PARK	Good
LE-42937	LE	PARKING (2517.659 SQ FT)	PILOT KNOLL PARK	Good
LE-42939	LE	PARKING (1592.616 SQ FT)	PILOT KNOLL PARK	Good
LE-42942	LE	PARKING (6186.996 SQ FT)	PILOT KNOLL PARK	Good
LE-42951	LE	PARKING (2257.105 SQ FT)	PILOT KNOLL PARK	Good
LE-42976	LE	PARKING (5066.152 SQ FT)	PILOT KNOLL PARK	Good
LE-42961	LE	PARKING (3109.686 SQ FT)	PILOT KNOLL PARK	Good
LE-42977	LE	PARKING AREA (11015.721 SQ FT)	PILOT KNOLL PARK	Good
LE-42978	LE	PARKING (2508.408 SQ FT)	PILOT KNOLL PARK	Good
LE-42979	LE	PARKING (1173.974 SQ FT)	PILOT KNOLL PARK	Good
LE-25897	LE	MASONRY WITH SHOWERS	PILOT KNOLL PARK	Good
LE-25882	LE	PAVILION	PILOT KNOLL PARK	Good
LE-25883	LE	PAVILION	PILOT KNOLL PARK	Good
LE-25885	LE	PAVILION	PILOT KNOLL PARK	Good
LE-27075	LE	PLAYGROUND EQUIPMENT	PILOT KNOLL PARK	Good
LE-27076	LE	PARKING LOT	PILOT KNOLL PARK	Good

LE-26663	LE	PAVED ROADS .7 MILES- (PARK BEING USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-26664	LE	UNPAVED ROADS 1.0 MILES(PARK BEING USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42328	LE	STATIONARY WALKWAY TO COURTESY DOCK -(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42329	LE	4 LANE BOAT RAMP(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42330	LE	21 PICNIC SITES (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42895	LE	PARKING AREA (5219.322 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42897	LE	PARKING (4579.647 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42899	LE	PARKING (23065.670 SQ FT)(PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42903	LE	PARKING (41586.517 SQ FT) (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good
LE-42907	LE	PARKING (1513.074 SQ FT) (PARK USED BY TXDOT)	COPPERAS BRANCH PARK	Good

PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Lease No. **DACW63-1-22-0623**, which will allow The City of Highland Village, Texas to continue to use 277.69 acres of land, public park and recreational purposes and for a low density recreational area, Lewisville Lake, Texas. The new lease will become effective on October 1, 2021 and expires on September 30, 2046.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Lewisville Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: N/A

c. A SITE INVESTIGATION was performed by USACE Realty Specialist, Brian Gregory on January 31, 2022, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed lease area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed lease area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed vegetation, suspicious seepage, manmade land features, unnatural surface

features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: ROBERT FREDERICKSEN
Realty Specialist
Management and Disposal Branch

Date

Approved By: LEE A. FLANNERY
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Date

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the _____ (Title) of **The City of Highland Village**, named as the Grantee herein; and that _____ (signator of outgrant), who signed the foregoing instrument on behalf of the Grantee, was then _____ (title of signator of outgrant) of **The City of Highland Village**. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the Grantee in executing said instrument.

City of Highland Village

Date

Authorized Representative

Title

AFFIX OFFICIAL SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 13

MEETING DATE: 04/11/2023

SUBJECT: Consider Resolution 2023-3056 Rejecting all bids for Highland Shores Well Rehabilitation

PREPARED BY: Scott Kriston, Director of Public Works

BACKGROUND:

The City's potable water supply consists of 5 City owned groundwater wells, combined they were designed to produce 4.4 million gallons per day (MGD), & an Upper Trinity Regional Water District (UTRWD) subscription of 3 MGD totaling 7.4 MGD. This flow is sufficient to provide for domestic flows and fire protection during the summer peak demands.

A groundwater pump is designed to last 5 years before recommended pump maintenance is needed to bring the pump back to original capacity. During the FY2023 budget process, the staff evaluated the City's well yields and budgeted for a rehabilitation project for the Highland Shores well to bring the well back to or above design capacity. The Highland Shores well motor and pump was identified as the well that would benefit the City the most and was designated for rehabilitation during this fiscal year. The well pump bowl assembly has depleted due to wear revealing a 12% reduction in well yield. Staff anticipates rehabilitation and upgrade of the pump and motor will bring the well yield to 1.08MGD. Staff advertised for proposals for a water well rehabilitation and upgrade project. One response was received from Weisinger Inc.

After reviewing the bid, staff feels that it can obtain a more competitive bids by rejecting this bid and advertising the project again.

IDENTIFIED NEED/S:

Rehabilitating the Highland Shores well which provides the City with 1.08MGD of its groundwater supply. Staff recommends rejecting the one bid received and rebidding the project to create an opportunity for additional competitive bids.

OPTIONS & RESULTS:

Not rehabilitating the well results in a water supply decrease over time as the pump components wear which affects the summer peak demand flows.

PROGRESS TO DATE: (if appropriate)

Staff solicited bids for the needed well rehabilitation. One bid was received from Weisinger, Inc.

Weisinger, Inc.
\$598,875.00

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No budget impact.

RECOMMENDATION:

To approve Resolution 2023-3056 rejecting all bids for the Highland Shores Well Rehabilitation Project.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, REJECTING ALL BIDS FOR THE HIGHLAND SHORES WELL REHABILITATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff solicited bids from contractors to provide rehabilitation to the Highland Shores water well (Project) as part of the City's well maintenance program; and

WHEREAS, at the deadline for submission of bids, only one bid was received for the Project from a contractor; and

WHEREAS, City staff has advised that (i) the bid received for the Project is significantly higher than anticipated the costs should be, and (ii) City staff is not satisfied with the current count of vendors that submitted bids for the Project, and recommends rejecting all bids received for the Project; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to concur in the foregoing recommendation of the City administration.

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

SECTION 1. All bids for the Highland Shores Well Rehabilitation Project opened on March 21, 2023, are hereby rejected.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON THIS 11TH DAY OF APRIL, 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(KBL:4/6/2023:134428)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 14

MEETING DATE: 04/11/2023

SUBJECT: Consider Resolution 2023-3057 Rejecting all bids for Lake Vista Well Rehabilitation

PREPARED BY: Scott Kriston, Director of Public Works

BACKGROUND:

The City's potable water supply consists of 5 City owned groundwater wells, combined they were designed to produce 4.4 million gallons per day (MGD), & an Upper Trinity Regional Water District (UTRWD) subscription of 3 MGD totaling 7.4 MGD. This flow is sufficient to provide for domestic flows and fire protection during the summer peak demands. On February 24, 2023, the Lake Vista water well stopped operating. After troubleshooting aboveground components, City staff determined the problem was below ground. On February 28, 2023, Utility staff requested Weisinger, Inc. to troubleshoot the well motor and pump. It was determined that a pump failure caused the well motor to increase electrical amp draw. Utility Operations records show this well pump and motor were replaced in August 2018. The life expectancy of a submersible pump is 5 to 8 years. Staff placed the well repair out to bid. After reviewing the bid, staff feels that it can obtain a more competitive bid by rejecting this bid and advertising the project again.

IDENTIFIED NEED/S:

Repair the Lake Vista well which provides the City with .3MGD of its groundwater supply. Staff recommends rejecting the one bid received and rebidding the project to create an opportunity for additional competitive bids.

OPTIONS & RESULTS:

Not repairing the well results in a water supply decrease of .3MGD which is utilized in the summer peak demand flows.

PROGRESS TO DATE: (if appropriate)

Staff solicited bids for the needed well repair. One bid was received from Weisinger, Inc.

Weisinger, Inc.

\$186,900.00

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

No budget impact.

RECOMMENDATION:

To approve Resolution 2023-3057 rejecting all bids for the Lake Vista Water Well Rehabilitation Project.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS REJECTING ALL BIDS FOR THE LAKE VISTA WELL REHABILITATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City staff solicited bids from contractors to provide repairs to the Lake Vista water well (Project) due to the well unexpectedly quit operating on February 24, 2023; and

WHEREAS, at the deadline for submission of bids, only one bid was received for the Project from a contractor; and

WHEREAS, City staff has advised that (i) the bid received for the Project is significantly higher than anticipated the costs should be, and (ii) City staff is not satisfied with the current count of vendors that submitted bids for the Project, and recommends rejecting all bids received for the Project; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to concur in the foregoing recommendation of the City administration.

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

SECTION 1. All bids for the Lake Vista Well Rehabilitation Project opened on March 22, 2023, are hereby rejected.

SECTION 2. This Resolution shall become effective immediately upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, ON THIS 11TH DAY OF APRIL, 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(KBL:4/6/2023:134427)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 15

MEETING DATE: 04/11/2023

SUBJECT: Receive Budget Reports for Period Ending Feb 28, 2023

PREPARED BY: Mike McWhorter, Staff Accountant

BACKGROUND:

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

The budget report submitted for February represents the fifth report in the Fiscal Year.

IDENTIFIED NEED/S:

N/A

OPTIONS & RESULTS:

N/A

PROGRESS TO DATE: (if appropriate)

N/A

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

Council to receive the budget reports for the period ending February 28, 2023.

General Fund Expenditure Summary

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired

41.7%

--- Summary ---

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 14,632,172	\$ 14,632,172	\$ 5,545,036	\$ 9,087,136	38%
Services / Supplies	6,319,667	6,319,667	2,412,118	3,907,549	38%
Capital	390,900	390,900	49,970	340,930	13%
	\$ 21,342,739	\$ 21,342,739	\$ 8,007,123	\$ 13,335,616	38%

--- Detail ---

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 10,354,377	\$ 10,354,377	\$ 3,870,291	\$ 6,484,086	37%
<i>Employee Benefits</i>	4,277,796	4,277,796	1,674,745	2,603,051	39%
<i>Total Personnel</i>	\$ 14,632,172	\$ 14,632,172	\$ 5,545,036	\$ 9,087,136	38%
Services / Supplies					
<i>Professional Services</i>	\$ 2,009,115	\$ 2,009,115	\$ 973,620	\$ 1,035,495	48%
<i>Employee Development</i>	385,511	385,511	102,319	283,192	27%
<i>Office Supplies / Equipment</i>	1,969,182	1,969,182	877,064	1,092,118	45%
<i>Utilities</i>	406,410	406,410	117,455	288,955	29%
<i>Other</i>	1,549,449	1,549,449	341,660	1,207,790	22%
<i>Total Services / Supplies</i>	\$ 6,319,667	\$ 6,319,667	\$ 2,412,118	\$ 3,907,549	38%
Capital					
<i>Equipment / Vehicles</i>	\$ 390,900	\$ 390,900	\$ 49,970	\$ 340,930	13%
<i>Total Capital</i>	\$ 390,900	\$ 390,900	\$ 49,970	\$ 340,930	13%
Total General Fund Expenditure Summary	\$ 21,342,739	\$ 21,342,739	\$ 8,007,123	\$ 13,335,616	38%

General Fund Summary

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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Revenues	Original Budget	Revised Budget (Includes Budget Amendments)	Year to Date	Variance	% Received
Property Tax	\$ 13,218,726	\$ 13,218,726	\$ 12,802,995	\$ (415,731)	97%
Sales Tax	3,643,905	3,643,905	1,043,918	(2,599,987)	29%
Franchise Fees	1,543,490	1,543,490	390,297	(1,153,193)	25%
Licensing & Permits	343,945	343,945	107,657	(236,288)	31%
Park/Recreation Fees	173,800	173,800	67,414	(106,386)	39%
Public Safety Fees	685,913	685,913	317,200	(368,713)	46%
Rents	179,919	179,919	69,300	(110,619)	39%
Municipal Court	91,800	91,800	40,090	(51,710)	44%
Interest Income	146,160	146,160	139,453	(6,707)	95%
Miscellaneous	249,500	249,500	192,525	(56,975)	77%
Total Revenues	\$ 20,277,158	\$ 20,277,158	\$ 15,170,849	\$ (5,106,309)	75%

Other Sources					
Transfers In	\$ 534,000	\$ 534,000		\$ (534,000)	0%

Total Available Resources	\$ 20,811,158	\$ 20,811,158	\$ 15,170,849	\$ (5,640,309)	
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Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office	\$ 612,372	\$ 612,372	\$ 304,575	\$ 307,797	50%
Finance (includes Mun. Court)	1,431,563	1,431,563	677,519	754,044	47%
Human Resources	608,654	608,654	187,819	420,835	31%
City Secretary Office	456,383	456,383	177,705	278,678	39%
Information Services	1,254,727	1,254,727	442,875	811,852	35%
Marketing and Communications	454,086	454,086	183,060	271,026	40%
Police	5,811,852	5,811,852	2,217,898	3,593,955	38%
Fire	3,381,562	3,381,562	1,195,935	2,185,627	35%
Community Services	385,049	385,049	152,078	232,971	39%
Streets/Drainage	1,640,845	1,640,845	477,903	1,162,942	29%
Maintenance	2,175,296	2,175,296	894,534	1,280,762	41%
Parks	2,529,285	2,529,285	893,150	1,636,135	35%
Recreation	601,065	601,065	202,074	398,991	34%
Total Expenditures	\$ 21,342,739	\$ 21,342,739	\$ 8,007,123	\$ 13,335,616	38%

Capital Summary	(Included in totals above - summary information only)				
Equipment Replacement	\$ 390,900	\$ 390,900	\$ 49,970	\$ 340,930	13%

Other Uses					
Transfers Out	\$ 16,000	\$ 16,000		16,000	0%

Total Expenditures	\$ 21,358,739	\$ 21,358,739	\$ 8,007,123	\$ 13,351,616	
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Fund Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	7,077,867	7,077,867	7,077,867
+ Net Increase (Decrease)	(547,581)	(547,581)	7,163,726
Ending Fund Balance	\$ 6,530,286	\$ 6,530,286	\$ 14,241,592

General Fund Revenue

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired

41.7%

Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Property Tax	\$ 13,218,726	\$ 13,218,726	\$ 12,802,995	\$ (415,731)	97%
Sales Tax	3,643,905	3,643,905	1,043,918	(2,599,987)	29%
Franchise Fees	1,543,490	1,543,490	390,297	(1,153,193)	25%
Licensing & Permits	343,945	343,945	107,657	(236,288)	31%
Park/Recreation Fees	173,800	173,800	67,414	(106,386)	39%
Public Safety Fees	685,913	685,913	317,200	(368,713)	46%
Rents	179,919	179,919	69,300	(110,619)	39%
Municipal Court	91,800	91,800	40,090	(51,710)	44%
Interest Income	146,160	146,160	139,453	(6,707)	95%
Miscellaneous	249,500	249,500	192,525	(56,975)	77%
Total Revenues	\$ 20,277,158	\$ 20,277,158	\$ 15,170,849	\$ (5,106,309)	75%

City Manager Office FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired

41.7%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 392,754	\$ 392,754	\$ 178,085	\$ 214,669	45%
Services / Supplies	219,618	219,618	126,490	93,128	58%
Capital	-	-	-	-	0%
	\$ 612,372	\$ 612,372	\$ 304,575	\$ 307,797	50%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 315,900	\$ 315,900	\$ 140,034	\$ 175,866	44%
<i>Employee Benefits</i>	76,853	76,853	38,051	38,803	50%
<i>Total Personnel</i>	\$ 392,754	\$ 392,754	\$ 178,085	\$ 214,669	45%
Services / Supplies					
<i>Professional Services (City-wide legal - \$98,500)</i>	\$ 148,500	148,500	\$ 119,383	\$ 29,117	80%
<i>Employee Development</i>	15,100	15,100	5,690	9,410	38%
<i>Supplies / Equipment</i>	5,730	5,730	1,417	4,313	25%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Contingency + Data Processing)</i>	50,288	50,288	-	50,288	0%
<i>Total Services / Supplies</i>	\$ 219,618	\$ 219,618	\$ 126,490	\$ 93,128	58%
Capital					
<i>Equipment / Vehicles</i>	-	-	-	-	0%
<i>Total Capital</i>	\$ -	\$ -	\$ -	\$ -	0%
Total City Manager	\$ 612,372	\$ 612,372	\$ 304,575	\$ 307,797	50%

Finance Department FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 923,680	\$ 923,680	\$ 363,345	\$ 560,336	39%
Services / Supplies	507,883	507,883	314,174	193,709	62%
Capital	-	-	-	-	0%
	\$ 1,431,563	\$ 1,431,563	\$ 677,519	\$ 754,044	47%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 677,246	\$ 677,246	\$ 260,189	\$ 417,057	38%
<i>Employee Benefits</i>	246,434	246,434	103,156	143,279	42%
Total Personnel	\$ 923,680	\$ 923,680	\$ 363,345	\$ 560,336	39%

Services / Supplies					
<i>Professional Services</i> <i>(City-wide liability insurance - \$184,223 / DCAD - \$97,000)</i>	\$ 465,083	465,083	\$ 309,263	\$ 155,820	66%
<i>Employee Development</i>	13,794	13,794	2,024	11,770	15%
<i>Supplies / Equipment</i>	7,757	7,757	2,887	4,870	37%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Data Processing Equipment + Supplies)</i>	21,249	21,249	-	21,249	0%
Total Services / Supplies	\$ 507,883	\$ 507,883	\$ 314,174	\$ 193,709	62%

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

Total Finance Department	\$ 1,431,563	\$ 1,431,563	\$ 677,519	\$ 754,044	47%
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Human Resources FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 444,243	\$ 444,243	\$ 146,278	\$ 297,965	33%
Services / Supplies	164,411	164,411	41,541	122,870	25%
Capital	-	-	-	-	0%
	\$ 608,654	\$ 608,654	\$ 187,819	\$ 420,835	31%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 336,772	\$ 336,772	\$ 107,082	\$ 229,690	32%
<i>Employee Benefits</i>	107,471	107,471	39,196	68,275	36%
Total Personnel	\$ 444,243	\$ 444,243	\$ 146,278	\$ 297,965	33%

Services / Supplies					
<i>Professional Services</i>	\$ 77,610	\$ 77,610	\$ 16,820	\$ 60,790	22%
<i>Employee Development</i>	72,901	72,901	24,376	48,525	33%
<i>Supplies / Equipment</i>	1,475	1,475	269	1,206	18%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Safety Programs)</i>	12,425	12,425	76	12,349	1%
Total Services / Supplies	\$ 164,411	\$ 164,411	\$ 41,541	\$ 122,870	25%

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

Total Human Resources	\$ 608,654	\$ 608,654	\$ 187,819	\$ 420,835	31%
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City Secretary Office FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 274,043	\$ 274,043	\$ 116,761	\$ 157,282	43%
Services / Supplies	182,340	182,340	60,944	121,396	33%
Capital	-	-	-	-	-
	\$ 456,383	\$ 456,383	\$ 177,705	\$ 278,678	39%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 188,563	\$ 188,563	\$ 80,910	\$ 107,653	43%
<i>Employee Benefits</i>	85,480	85,480	35,851	49,629	42%
Total Personnel	\$ 274,043	\$ 274,043	\$ 116,761	\$ 157,282	43%

Services / Supplies					
<i>Professional Services</i>	\$ 53,900	\$ 53,900	\$ 4,997	\$ 48,903	9%
<i>Employee Development</i> <small>(City Council related \$42,704)</small>	59,639	59,639	18,433	41,206	31%
<i>Supplies / Equipment</i>	16,301	16,301	4,014	12,287	25%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Outside Services)</i>	52,500	52,500	33,500	19,000	64%
Total Services / Supplies	\$ 182,340	\$ 182,340	\$ 60,944	\$ 121,396	33%

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

Total City Secretary Office	\$ 456,383	\$ 456,383	\$ 177,705	\$ 278,678	39%
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Information Services FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 794,436	\$ 794,436	\$ 312,472	\$ 481,964	39%
Services / Supplies	460,291	460,291	130,402	329,889	28%
Capital	-	-	-	-	0%
	\$ 1,254,727	\$ 1,254,727	\$ 442,875	\$ 811,852	35%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 596,234	\$ 596,234	\$ 231,175	\$ 365,058	39%
<i>Employee Benefits</i>	198,202	\$ 198,202	81,297	116,905	41%
Total Personnel	\$ 794,436	\$ 794,436	\$ 312,472	\$ 481,964	39%

Services / Supplies					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Professional Services</i>	\$ 197,464	197,464	\$ 95,055	\$ 102,409	48%
<i>Employee Development</i>	27,270	27,270	4,189	23,081	15%
<i>Supplies / Equipment</i>	3,760	3,760	231	3,529	6%
<i>Utilities</i>	115,260	115,260	9,251	106,009	8%
<i>Other (Data Processing)</i>	116,537	116,537	21,677	94,860	19%
Total Services / Supplies	\$ 460,291	\$ 460,291	\$ 130,402	\$ 329,889	28%

Capital					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Equipment / Vehicles</i>	-	-	-	-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total City Information Services	\$ 1,254,727	\$ 1,254,727	\$ 442,875	\$ 811,852	35%
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Marketing and Communications FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 337,083	\$ 337,083	\$ 133,420	\$ 203,663	40%
Services / Supplies	117,003	117,003	49,640	67,363	42%
Capital	-	-	-	-	0%
	\$ 454,086	\$ 454,086	\$ 183,060	\$ 271,026	40%

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

Personnel					
<i>Salaries / Wages</i>	\$ 240,215	\$ 240,215	\$ 94,345	\$ 145,870	39%
<i>Employee Benefits</i>	96,869	\$ 96,869	39,076	57,793	40%
Total Personnel	\$ 337,083	\$ 337,083	\$ 133,420	\$ 203,663	40%

<i>Professional Services</i>	\$ 83,808	\$ 83,808	\$ 30,767	\$ 53,041	37%
<i>Employee Development</i>	6,845	6,845	545	6,300	8%
<i>Supplies / Equipment</i>	-	-	-	-	0%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Special Events)</i>	26,350	26,350	18,328	8,022	70%
Total Services / Supplies	\$ 117,003	\$ 117,003	\$ 49,640	\$ 67,363	42%

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

Total Marketing and Communications	\$ 454,086	\$ 454,086	\$ 183,060	\$ 271,026	40%
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Police Department FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 5,229,121	\$ 5,229,121	\$ 1,893,152	\$ 3,335,970	36%
Services / Supplies	572,731	572,731	322,588	250,143	56%
Capital	10,000	10,000	2,158	7,842	0%
	\$ 5,811,852	\$ 5,811,852	\$ 2,217,898	\$ 3,593,955	38%

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

Personnel					
<i>Salaries / Wages</i>	\$ 3,753,300	3,753,300	\$ 1,357,687	\$ 2,395,613	36%
<i>Employee Benefits</i>	1,475,821	1,475,821	535,465	940,356	36%
Total Personnel	\$ 5,229,121	\$ 5,229,121	\$ 1,893,152	\$ 3,335,970	36%

Services / Supplies					
<i>Professional Services</i>	\$ 289,454	\$ 289,454	\$ 201,444	\$ 88,010	70%
<i>Employee Development</i>	45,339	45,339	16,126	29,213	36%
<i>Supplies / Equipment</i>	130,091	130,091	58,579	71,512	45%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Animal Care - \$91,542)</i>	107,847	107,847	46,440	\$ 61,407	43%
Total Services / Supplies	\$ 572,731	\$ 572,731	\$ 322,588	\$ 250,143	56%

Capital					
<i>Equipment / Vehicles</i>	10,000	10,000	2,158	7,842	0%
Total Capital	\$ 10,000	\$ 10,000	\$ 2,158	\$ 7,842	0%

Total Police Department	\$ 5,811,852	\$ 5,811,852	\$ 2,217,898	\$ 3,593,955	38%
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Fire Department FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 2,966,826	\$ 2,966,826	\$ 1,107,118	\$ 1,859,708	37%
Services / Supplies	414,736	414,736	88,817	325,919	21%
Capital	-	-	-	-	0%
	<u>\$ 3,381,562</u>	<u>\$ 3,381,562</u>	<u>\$ 1,195,935</u>	<u>\$ 2,185,627</u>	35%

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

Personnel					
Salaries / Wages	\$ 2,029,874	<u>2,029,874</u>	\$ 744,970	\$ 1,284,905	37%
Employee Benefits	936,952	<u>936,952</u>	<u>362,148</u>	574,803	39%
Total Personnel	\$ 2,966,826	\$ 2,966,826	\$ 1,107,118	\$ 1,859,708	37%

Services / Supplies					
Professional Services	\$ 130,011	\$ 130,011	\$ 24,348	\$ 105,663	19%
Employee Development <i>(Training - \$52,950)</i>	68,490	68,490	14,396	54,094	21%
Supplies / Equipment	172,585	172,585	46,980	125,605	27%
Utilities	1,850	1,850	708	1,142	38%
Other <i>(Safety Programs)</i>	41,800	41,800	2,385	39,415	6%
Total Services / Supplies	\$ 414,736	\$ 414,736	\$ 88,817	\$ 325,919	21%

Capital					
Equipment / Vehicles		-		-	0%
Total Capital	\$ -	\$ -	\$ -	\$ -	0%

Total Fire Department	\$ 3,381,562	\$ 3,381,562	\$ 1,195,935	\$ 2,185,627	35%
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Community Services FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 351,104	\$ 351,104	\$ 144,536	\$ 206,567	41%
Services / Supplies	33,945	33,945	7,541	26,404	22%
Capital	-	-	-	-	0%
	\$ 385,049	\$ 385,049	\$ 152,078	\$ 232,971	39%

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

Personnel					
<i>Salaries / Wages</i>	\$ 250,628	250,628	\$ 100,033	\$ 150,595	40%
<i>Employee Benefits</i>	100,476	100,476	44,504	55,972	44%
<i>Total Personnel</i>	\$ 351,104	\$ 351,104	\$ 144,536	\$ 206,567	41%

Services / Supplies					
<i>Professional Services</i>	\$ 8,000	8,000	\$ 2,373	5,627	30%
<i>Employee Development</i>	16,852	16,852	2,923	13,929	17%
<i>Supplies / Equipment</i>	9,093	9,093	2,245	6,848	25%
<i>Utilities</i>	-	-	-	-	0%
<i>Other</i>	-	-	-	-	0%
<i>Total Services / Supplies</i>	\$ 33,945	\$ 33,945	\$ 7,541	\$ 26,404	22%

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

<i>Total Building Operations</i>	\$ 385,049	\$ 385,049	\$ 152,078	\$ 232,971	39%
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Streets Division FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 861,548	\$ 861,548	\$ 354,375	\$ 507,173	41%
Services / Supplies	779,297	779,297	123,528	655,769	16%
Capital	-	-	-	-	0%
	\$ 1,640,845	\$ 1,640,845	\$ 477,903	\$ 1,162,942	29%

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

Personnel					
<i>Salaries / Wages</i>	\$ 593,300	\$ 593,300	\$ 234,327	\$ 358,973	39%
<i>Employee Benefits</i>	268,249	268,249	120,049	148,200	45%
Total Personnel	\$ 861,548	\$ 861,548	\$ 354,375	\$ 507,173	41%

Services / Supplies					
<i>Professional Services</i>	\$ 77,816	77,816	\$ 7,913	\$ 69,903	10%
<i>Employee Development</i>	12,981	12,981	2,686	10,295	21%
<i>Supplies / Equipment</i>	60,850	60,850	9,756	51,094	16%
<i>Utilities (Streetlights)</i>	86,000	86,000	34,781	51,219	40%
<i>Other (Street Maintenance)</i>	541,650	541,650	68,392	473,258	13%
Total Services / Supplies	\$ 779,297	\$ 779,297	\$ 123,528	\$ 655,769	16%

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

Total Streets	\$ 1,640,845	\$ 1,640,845	\$ 477,903	\$ 1,162,942	29%
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Maintenance Division FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired

41.7%

- - - Summary - - -

	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 402,114	\$ 402,114	\$ 169,476	\$ 232,638	42%
Services / Supplies	1,576,282	1,576,282	725,058	851,224	46%
Capital	196,900	196,900	-	196,900	0%
	\$ 2,175,296	\$ 2,175,296	\$ 894,534	\$ 1,280,762	41%

- - - Detail - - -

Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 273,056	273,056	\$ 114,382	\$ 158,675	42%
<i>Employee Benefits</i>	129,057	129,057	55,094	73,963	43%
<i>Total Personnel</i>	\$ 402,114	\$ 402,114	\$ 169,476	\$ 232,638	42%
Services / Supplies					
<i>Professional Services</i>	\$ 80,260	\$ 80,260	\$ 30,747	\$ 49,513	38%
<i>Employee Development</i>	3,340	3,340	232	3,108	7%
<i>Supplies / Equipment</i>	1,200,204	1,200,204	640,105	560,099	53%
<i>Utilities</i>	70,000	70,000	28,605	41,395	41%
<i>Other (Capital Lease Payments)</i>	222,478	222,478	25,369	\$ 197,109	0%
<i>Total Services / Supplies</i>	\$ 1,576,282	\$ 1,576,282	\$ 725,058	\$ 851,224	46%
Capital					
<i>Equipment / Vehicles</i>	196,900	196,900	-	196,900	0%
<i>Total Capital</i>	\$ 196,900	\$ 196,900	\$ -	\$ 196,900	0%
Total Maintenance	\$ 2,175,296	\$ 2,175,296	\$ 894,534	\$ 1,280,762	41%

Parks Division FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,448,044	\$ 1,448,044	\$ 549,674	\$ 898,369	38%
Services / Supplies	917,241	917,241	295,663	621,578	32%
Capital	<u>164,000</u>	<u>164,000</u>	<u>47,812</u>	<u>116,188</u>	<u>29%</u>
	\$ 2,529,285	\$ 2,529,285	\$ 893,150	\$ 1,636,135	35%

- - - Detail - - -					
Category	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel					
<i>Salaries / Wages</i>	\$ 937,220	<u>937,220</u>	\$ 349,859	\$ 587,361	37%
<i>Employee Benefits</i>	<u>510,823</u>	<u>510,823</u>	<u>199,815</u>	<u>311,008</u>	<u>39%</u>
Total Personnel	\$ 1,448,044	\$ 1,448,044	\$ 549,674	\$ 898,369	38%

Services / Supplies					
<i>Professional Services</i>	\$ 397,209	\$ 397,209	\$ 130,637	\$ 266,572	33%
<i>Employee Development</i>	28,465	28,465	10,204	18,261	36%
<i>Supplies / Equipment</i>	356,686	356,686	110,404	246,282	31%
<i>Utilities</i>	133,300	133,300	44,110	89,190	33%
<i>Other</i>	<u>1,581</u>	<u>1,581</u>	<u>307</u>	<u>1,274</u>	<u>19%</u>
Total Services / Supplies	\$ 917,241	\$ 917,241	\$ 295,663	\$ 621,578	32%

Capital					
<i>Equipment / Vehicles</i>	164,000	164,000	47,812	116,188	29%
Total Capital	164,000	164,000	47,812	116,188	29%

Total Parks	\$ 2,529,285	\$ 2,529,285	\$ 893,150	\$ 1,636,135	35%
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Recreation Division FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 207,176	\$ 207,176	\$ 76,343	\$ 130,833	37%
Services / Supplies	373,889	373,889	125,731	248,158	34%
Capital	20,000	20,000	-	20,000	0%
	\$ 601,065	\$ 601,065	\$ 202,074	\$ 398,991	34%

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

Personnel					
<i>Salaries / Wages</i>	\$ 162,068	\$ 162,068	\$ 55,299	\$ 106,769	34%
<i>Employee Benefits</i>	45,108	45,108	21,044	24,064	47%
Total Personnel	\$ 207,176	\$ 207,176	\$ 76,343	\$ 130,833	37%

Services / Supplies					
<i>Professional Services</i>	\$ -	\$ -	\$ (127)	\$ 127	0%
<i>Employee Development</i>	14,495	14,495	496	13,999	3%
<i>Supplies / Equipment</i>	4,650	4,650	177	4,473	4%
<i>Utilities</i>	-	-	-	-	0%
<i>Other (Recreation Programs)</i>	354,744	354,744	125,185	229,559	35%
Total Services / Supplies	\$ 373,889	\$ 373,889	\$ 125,731	\$ 248,158	34%

Capital					
<i>Equipment / Vehicles</i>	20,000	20,000	-	20,000	0%
Total Capital	\$ 20,000	\$ 20,000	\$ -	\$ 20,000	0%

Total Recreation	\$ 601,065	\$ 601,065	\$ 202,074	\$ 398,991	34%
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Equipment Replacement / Capital Schedule FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
City Manager Office Capital Outlay	-	-	-	-	0%
Finance Capital Outlay	-	-	-	-	0%
Human Resources Capital Outlay	-	-	-	-	0%
City Secretary Capital Outlay	-	-	-	-	0%
Information Services Capital Outlay	-	-	-	-	0%
Marketing Capital Outlay	-	-	-	-	0%
Police Dept Capital Outlay	10,000	10,000	2,158	7,842	22%
Fire Dept Capital Outlay	-	-	-	-	0%
Community Services Capital Outlay	-	-	-	-	0%
Streets Dept Capital Outlay	-	-	-	-	0%
Maintenance Capital Outlay	196,900	196,900	-	196,900	0%
City Parks Capital Outlay	164,000	164,000	47,812	116,188	29%
City Recreation Capital Outlay	20,000	20,000	-	20,000	0%
Total Expenditures	\$ 390,900	\$ 390,900	\$ 49,970	\$ 340,930	13%

Utility Fund Revenues

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Fees	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Electronic Payment</i>	\$ (189,000)	\$ (189,000)	\$ (71,190)	\$ (117,810)	38%
<i>Charges / Penalties</i>	88,250	88,250	32,523	55,727	37%
Total Fees	\$ (100,750)	\$ (100,750)	\$ (38,667)	\$ (62,083)	38%

Licenses & Permits

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

Charges for Services

<i>Water Sales</i>	\$ 5,483,922	\$ 5,483,922	\$ 1,621,489	\$ 3,862,433	30%
<i>Sewer Sales</i>	4,626,689	4,626,689	1,700,480	2,926,209	37%
<i>Inspection Fees</i>	4,000	4,000	-	4,000	0%
Total Charges for Service	\$ 10,114,611	\$ 10,114,611	\$ 3,321,969	\$ 6,792,642	33%

Interest

<i>Interest (Operations)</i>	\$ 68,000	\$ 68,000	\$ 104,355	\$ (36,355)	153%
<i>Interest (Capital Projects)</i>	6,000	6,000	17,143	(11,143)	286%
Total Interest	\$ 74,000	\$ 74,000	\$ 121,498	\$ (47,498)	164%

Impact Fees

<i>Impact Fees</i>	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	0%
Total Impact Fees	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	0%

Miscellaneous Income

<i>Miscellaneous Income</i>	\$ 5,000	\$ 5,000	\$ 1,046	\$ 3,954	21%
Total Miscellaneous Income	\$ 5,000	\$ 5,000	\$ 1,046	\$ 3,954	21%

Total Utility Fund Revenues	\$ 10,142,861	\$ 10,142,861	\$ 3,405,846	\$ 6,737,015	34%
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Utility Division FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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- - - Summary - Operations - - -					
	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ 1,818,060	\$ 1,818,060	\$ 779,570	\$ 1,038,491	43%
Services / Supplies	6,831,471	6,831,471	2,514,775	4,316,697	37%
Capital	20,000	20,000	110,749	(90,749)	554%
Total Utility Division	\$ 8,669,532	\$ 8,669,532	\$ 3,405,094	\$ 5,264,438	39%

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

Personnel					
<i>Salaries / Wages</i>	\$ 1,238,673	\$ 1,238,673	\$ 525,643	\$ 713,030	42%
<i>Employee Benefits</i>	579,387	579,387	253,926	325,461	44%
Total Personnel	\$ 1,818,060	\$ 1,818,060	\$ 779,570	\$ 1,038,491	43%

Services / Supplies					
<i>Professional Services</i>	\$ 286,743	\$ 286,743	\$ 121,323	\$ 165,420	42%
<i>Employee Development</i>	67,255	67,255	49,465	17,790	74%
<i>Supplies / Equipment</i>	78,762	78,762	21,277	57,485	27%
<i>Utilities</i>	375,136	375,136	142,416	232,720	38%
<i>Other (Well Lot Maintenance)</i>	1,191,454	1,191,454	305,078	886,376	26%
Sub-Total - Operations Services / Supplies	\$ 1,999,350	\$ 1,999,350	\$ 639,558	\$ 1,359,792	32%

Wholesale Water / Wastewater					
Note: UTRWD billing reflects a one month delay					
<i>UTRWD - Administration Fees</i>	\$ 5,270	\$ 5,270	\$ 5,269	\$ 1	100%
<i>UTRWD - Water Volume Cost</i>	1,119,972	1,119,972	374,808	745,164	33%
<i>UTRWD - Water Demand Charges</i>	1,463,010	1,463,010	590,244	872,766	40%
<i>UTRWD - Sewer Effluent Volume Rate</i>	622,955	622,955	229,985	392,970	37%
<i>UTRWD - Capital Charge Joint Facilities</i>	1,389,179	1,389,179	578,824	810,355	42%
<i>UTRWD - HV Sewer Line to UTRWD</i>	231,735	231,735	96,087	135,648	41%
<i>UTRWD - Wtr Transmission - Opus Develop</i>	-	-	-	-	0%
Sub-Total - Wholesale Water / Wastewater	\$ 4,832,121	\$ 4,832,121	\$ 1,875,217	\$ 2,956,904	39%

Total Services / Supplies	\$ 6,831,471	\$ 6,831,471	\$ 2,514,775	\$ 4,316,697	37%
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Capital					
<i>Equipment / Vehicles</i>	20,000	20,000	110,749	(90,749)	554%
Total Capital	\$ 20,000	\$ 20,000	\$ 110,749	\$ (90,749)	554%

Total Utility Division - Operations	\$ 8,669,532	\$ 8,669,532	\$ 3,405,094	\$ 5,264,438	39%
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Utility Fund Working Capital FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Water Sales	\$ 5,483,922	\$ 5,483,922	\$ 1,621,489	\$ 3,862,433	30%
Sewer Sales	4,626,689	4,626,689	1,700,480	2,926,209	37%
Other Fees / Charges	97,250	97,250	33,569	63,681	35%
Electronic Payment Credit	(189,000)	(189,000)	(71,190)	(117,810)	38%
Interest	68,000	68,000	104,355	(36,355)	153%
Total Revenues	\$ 10,086,861	\$ 10,086,861	\$ 3,388,703	\$ 6,698,158	34%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Administration	\$ 456,661	\$ 456,661	\$ 187,630	\$ 269,031	41%
Operations	3,360,750	3,360,750	1,231,497	2,129,252	37%
UTRWD	4,832,121	4,832,121	1,875,217	2,956,904	39%
Debt Service	1,011,709	1,011,709	879,317	132,392	87%
Capital Projects	-	-	-	-	0%
Equipment Replace / Capital	20,000	20,000	110,749	(90,749)	554%
Total Expenditures	\$ 9,681,241	\$ 9,681,241	\$ 4,284,411	\$ 5,396,830	44%

Other Sources/Uses	Original Budget	Revised Budget	Year to Date	Variance	% Used
Transfers In (Applied Impact Fees)	\$ 150,000	\$ 150,000	\$ 150,000	\$ -	0%
Operating Transfers In / Utility Capital Projects		-	\$ 542,450	(542,450)	0%
Operating Transfers Out / Utility Capital Projects	-	-	-	-	0%
Operating Transfers Out / General Fund	(470,000)	(470,000)	-	(470,000)	0%
Total Other Sources (Uses)	\$ (320,000)	\$ (320,000)	\$ 692,450	\$ (1,012,450)	0%

Fund Balance	Original Budget	Revised Budget	Year to Date
Net Increase/Decrease	85,620	85,620	(203,257)
Beginning Working Capital			
Operations	3,117,785	3,117,785	3,117,785
Available Impact Fees	1,282,718	1,282,718	1,282,718
Total Available Working Capital	\$ 4,400,503	\$ 4,400,503	\$ 4,400,503
Ending Working Capital			
Operations	3,203,406	3,203,406	2,914,528
Designated Capital Project	-	-	-
Available Impact Fees	1,182,718	1,182,718	1,132,718
Total Available Working Capital	\$ 4,386,124	\$ 4,386,124	\$ 4,047,246

Impact Fees			
Beginning Balance	1,282,718	1,282,718	1,282,718
+ Collections	50,000	50,000	-
- Applied to offset Debt Service	(150,000)	(150,000)	(150,000)
Ending Balance	1,182,718	1,182,718	1,132,718

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

Corps Leased Parks Fund FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Park Entry Fees</i>	\$ 601,550	\$ 601,550	\$ 214,513	\$ 387,037	36%
<i>Annual Park Passes</i>	64,000	64,000	15,230	48,770	24%
<i>Concession Sales</i>	-	-	-	-	0%
<i>Interest</i>	30	30	101	(71)	338%
Total Revenues	\$ 665,580	\$ 665,580	\$ 229,844	\$ 435,736	35%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 222,990	222,990	\$ 66,771	\$ 156,219	30%
<i>Services / Supplies</i>	458,841	458,841	61,776	397,065	13%
<i>Capital</i>	55,000	55,000	-	55,000	0%
Total Expenditures	\$ 736,831	\$ 736,831	\$ 128,548	\$ 608,283	17%

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

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 739,992	\$ 739,992	\$ 739,992
<i>+ Net Increase (Decrease)</i>	(71,251)	(71,251)	101,296
Ending Fund Balance	\$ 668,741	\$ 668,741	\$ 841,288

Debt Service Fund

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Property Tax Revenues</i>	\$2,106,550	\$ 2,106,550	\$ 2,036,262	\$ 70,288	97%
<i>Interest Income</i>	15,000	15,000	9,744	5,256	65%
Total Revenues	\$ 2,121,550	\$ 2,121,550	\$ 2,046,006	\$ 75,544	96%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Principal Payments</i>	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ -	100%
<i>Interest Payments</i>	1,028,131	1,028,131	530,991	497,140	52%
<i>Paying Agent Fees</i>	3,000	3,000	1,195	1,805	40%
Total Expenditures	\$ 2,631,131	\$ 2,631,131	\$ 2,132,186	\$ 498,945	81%

Other Sources (Uses)	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Transfers In (Out) [To 4B]</i>	537,581	537,581	438,366	\$ 99,215	82%
<i>Proceeds from Refunding Debt</i>	-	-		-	0%
<i>Debt Issuance Cost</i>	-	-		-	0%
<i>Payment to Escrow Agent</i>	-	-		-	0%
Total Financing Sources	\$ 537,581	\$ 537,581	\$ 438,366	\$ 99,215	82%

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 87,355	\$ 87,355	\$ 87,355
<i>+ Net Increase (Decrease)</i>	28,000	28,000	352,186
Ending Fund Balance	\$ 115,355	\$ 115,355	\$ 439,541

Capital Projects Fund

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Grants	\$ -	\$ -	\$ -	\$ -	0%
Contributions	-	-		-	0%
Interest Income	190,000	190,000	138,937	51,063	73%
Total Revenues	\$ 190,000	\$ 190,000	\$ 138,937	\$ 51,063	100%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
2018 GO Bond (Parks)	1,033,531	1,033,531	269,445	764,086	26%
2021 Bond Issue (Parks)	1,564,035	1,564,035	294,125	1,269,911	19%
2021 Bond Issue (Streets)	5,730,000	5,730,000	110,951	5,619,049	2%
Total Expenditures	\$ 8,327,566	\$ 8,327,566	\$ 674,520	\$ 7,653,046	8%

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

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 15,796,600	\$ 15,796,600	\$ 15,796,600
<i>+Net Increase (Decrease)</i>	(8,137,566)	(8,137,566)	(535,583)
Ending Fund Balance	\$ 7,659,034	\$ 7,659,034	\$ 15,261,017

Drainage Utilities FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Drainage Conversion Fee</i>	\$ 10,000	10,000	\$ -	\$ 10,000	0%
<i>Drainage Fee Receipts</i>	510,000	510,000	190,471	319,529	37%
<i>Miscellaneous</i>	-	-	-	-	0%
<i>Interest</i>	1,500	1,500	3,611	(2,111)	241%
Total Revenues	\$ 521,500	\$ 521,500	\$ 194,082	\$ 327,418	37%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ 367,162	\$ 367,162	\$ 156,193	\$ 210,970	43%
<i>Services / Supplies</i>	253,635	253,635	56,859	196,776	22%
<i>Capital</i>	70,000	70,000	-	70,000	0%
Total Expenditures	\$ 690,797	\$ 690,797	\$ 213,052	\$ 477,746	31%

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

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 331,511	\$ 331,511	\$ 331,511
<i>+ Net Increase (Decrease)</i>	(169,297)	(169,297)	(18,969)
Ending Fund Balance	\$ 162,214	\$ 162,214	\$ 312,542

Park Development Fee Fund FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>Interest</i>	\$ 300	\$ 300	\$ 1,318	(1,018)	0%
<i>Community Park Fees</i>	-	-		-	0%
<i>Linear Park Fees</i>	-	-	-	-	0%
<i>Neighborhood Park Fees</i>	-	-	-	-	0%
<i>Service Area II</i>	-	-	-	-	0%
<i>Service Area IV</i>	-	-	-	-	0%
Total Revenues	\$ 300	\$ 300	\$ 1,318	\$ (1,018)	0%

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

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

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning Fund Balance</i>	\$ 82,124	\$ 82,124	\$ 82,124
<i>+ Net Increase (Decrease)</i>	300	300	1,318
Ending Fund Balance	\$ 82,424	\$ 82,424	\$ 83,442

Ending Fund Balance Detail	Original Budget	Year to Date
<i>Community Park Fees</i>	\$ -	-
<i>Linear Park Fees</i>	-	-
<i>Neighborhood Park Fees (Area I)</i>	-	-
<i>Neighborhood Park Fees (Area II)</i>	82,424	83,742
<i>Neighborhood Park Fees (Area IV)</i>	-	-
Total	\$ 82,424	\$ 83,742

Public Safety Special Revenue Fund

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 37,600	37,600	\$ 22,102	\$ 15,498	59%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Personnel	\$ -	\$ -	\$ -	\$ -	0%
Services / Supplies	13,600	13,600	46,305	(32,705)	0%
Capital	-	-		(46,305)	0%
Total Expenditures	\$ 13,600	\$ 13,600	\$ 46,305	\$ (32,705)	340%

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

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 49,172	\$ 39,100	\$ 39,100
+ Net Increase (Decrease)	2,000	2,000	(24,203)
Ending Fund Balance	\$ 51,172	\$ 41,100	\$ 14,897

Municipal Court Technology Fee Fund FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues	\$ 2,800	\$ 2,800	\$ 956	1,844	34%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
Services / Supplies	\$ 4,400	\$ 4,400	\$ 3,600	\$ 800	82%
Total Expenditures	\$ 4,400	\$ 4,400	\$ 3,600	\$ 800	0%

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

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 15,544	\$ 15,544	\$ 15,544
+ Net Increase (Decrease)	(1,600)	(1,600)	(2,644)
Ending Fund Balance	\$ 13,944	\$ 13,944	\$ 12,900

Municipal Court Building Security Fund FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

Percent of Budget Year Transpired	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
Revenues (Court Fines)	\$ 3,000	\$ 3,000	\$ 1,167	\$ 1,833	39%

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

Beginning & Ending Balance	Original Budget	Revised Budget	Year to Date
Beginning Fund Balance	\$ 43,992	\$ 43,992	\$ 43,992
+ Net Increase (Decrease)	3,000	3,000	1,167
Ending Fund Balance	\$ 46,992	\$ 46,992	\$ 45,159

Highland Village Community Development Corporation
Working Capital Analysis (FY 2022)

	<i>Actual 2020-2021</i>	<i>Projected 2021-2022</i>	<i>Budget 2022-2023</i>	<i>YTD 2022-2023</i>
Beginning Fund Balance	\$ 109,678	\$ 356,702	\$ 451,066	\$ 451,065
Revenues				
4B Sales Tax	1,532,222	1,693,333	1,739,289	490,490
Park Fees (Rental)	42,080	47,900	85,000	29,488
Linear Park Fees	-	-	-	-
Miscellaneous Income	1,000	1,475	-	-
Interest Income	60	300	500	9,791
Total	\$ 1,575,362	\$ 1,743,008	\$ 1,824,789	\$ 529,769
Expenditures				
<i>Personnel</i>	302,812	315,130	331,609	116,458
Services / Supplies	193,044	428,907	407,678	74,164
Reimburse GF (Support Functions)	28,000	-	-	-
Reimburse GF (Debt Service)	804,482	887,327	565,581	438,366
Total Non-Capital Expenditures	\$ 1,328,338	\$ 1,631,364	\$ 1,304,868	\$ 628,988
Capital				
Equipment	-	17,281	287,000	-
Net Increase / (Decrease)	247,024	94,363	232,921	(99,219)
Working Capital Balance	\$ 356,702	\$ 451,065	\$ 683,987	\$ 351,846

PEG Fee Fund

FY 2022/2023 Budget

YEAR TO DATE FEBRUARY

<i>Percent of Budget Year Transpired</i>	41.7%
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Revenues	Original Budget	Revised Budget	Year to Date	Variance	% Received
<i>PEG Fee Receipts</i>	\$ 24,000	\$ 24,000	\$ 7,946	\$ 16,054	33%
Total Revenues	\$ 24,000	\$ 24,000	\$ 7,946	\$ 16,054	33%

Expenditures	Original Budget	Revised Budget	Year to Date	Variance	% Used
<i>Personnel</i>	\$ -	\$ -	\$ -	\$ -	0%
<i>Services / Supplies</i>	7,000	7,000	395	6,605	6%
<i>Capital</i>		-		-	0%
Total Expenditures	\$ 7,000	\$ 7,000	\$ 395	\$ 6,605	6%

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

Fund Balance	Original Budget	Revised Budget	Year to Date
<i>Beginning fund balance</i>	\$ 133,578	\$ 133,578	\$ 133,578
<i>+Net Increase (Decrease)</i>	17,000	17,000	7,551
Ending Fund Balance	\$ 150,578	\$ 150,578	\$ 141,128

CITY OF HIGHLAND VILLAGE
CITY COUNCIL

AGENDA# 17

MEETING DATE: 04/11/2023

SUBJECT: Review and Consider Resolution No. 2023-3058 approving a Detailed Site Plan for Lot 3B of the Barnett Subdivision located at 105 Barnett Boulevard

PREPARED BY: Autumn Aman – Community Development Coordinator

BACKGROUND:

An application was received for a Site Plan to construct an approximately 5,975 square foot building for a temple on Lot 3B, Barnett Subdivision located at 105 Barnett Boulevard. The property is currently zoned SF-40. The Comprehensive Zoning Ordinance (CZO) provides that a church or place of religious worship is an allowed use within all Zoning Districts within the City.

The owner intends to eventually construct (3) buildings on the property. The proposed Site Plan only provides for the location and construction of one (1) building and related parking and improvements. Development of future buildings and parking on the property will require a Site Plan Amendment prior to issuance of building permits for such improvements.

There are a substantial number of trees located on the property. The owner proposes removing a total of 22 trees to accommodate the development of the property in accordance with the proposed Site Plan and planting 14 replacement trees along Barnett Boulevard. In addition, the owner will be planting 110,500 square feet of Bermuda turf around a large portion of the property and areas of disturbance. By ordinance, the property is to be developed with at least 50% foundations plantings. The proposed landscaping plan accompanying the Site Plan complies with that requirement.

CZO Section 35.2.A. requires a non-residential use backing upon an SF zoning district construct a solid brick or masonry screening wall not less than six feet (6.0') nor more than eight feet (8.0') in height along the property line separating the non-residential use from the SF district. The property located to the east of the subject property is a fully developed SF district. The properties adjacent to the subject property are all presently developed with six-foot wood fences along the common property line with a substantial grove of trees to the west of the property line. CZO Section 35.2.A.3 authorizes approval of alternative equivalent screening such as landscaping and berms through the site plan approval process. The owner is requesting that it not be required to construct the masonry wall because of the existing screening fences already located along the common property line subject to a requirement to preserve the trees on the property west of the common property line with the residential district that are not otherwise being removed as shown on the prepared tree survey. Staff has no objection for the granting of the requested alternative screening provided the exception is subject to change or revocation should a request be made for removal of additional trees if the site plan is later amended to accommodate the development of additional buildings and related improvements on the property.

Construction of a sidewalk along Barnett Blvd will be required as part of development of the property. The owner indicates no signs will be constructed on the property at this time.

IDENTIFIED NEED/S:

N/A

OPTIONS & RESULTS:

Options are to recommend approval of the site plan package as it has been submitted, to recommend approval subject to revisions, or to deny the site plan package upon a finding that it does not comply with one or more requirements of the City Ordinances for the property.

PROGRESS TO DATE: (if appropriate)

City staff and the City's Engineer have reviewed the site plan package and determined that it complies with all applicable provisions of the CZO other than the screening requirement in Section 35.2.A for which the applicant is seeking approval of the alternative screening proposed above. A resolution is required for the exception to the screening requirements. A copy of the draft resolution generated by the City Attorney is included with this briefing.

At its March 21, 2023, meeting, the Planning and Zoning Commission, on a 5-0 vote, recommended sending the Site Plan and Resolution forward for approval as submitted.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

None

RECOMMENDATION:

Staff recommends the City Council consider the recommendation by the Planning and Zoning Commission prior to making a decision on the Site Plan and Resolution No. 2023-3058 approving a detailed Site Plan.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, APPROVING A DETAILED SITE PLAN FOR DEVELOPMENT OF TRACT 3B, BARNETT SUBDIVISION, PRESENTLY ZONED AS SINGLE-FAMILY RESIDENTIAL DISTRICT 40000 (SF-40); APPROVING SPECIAL EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application has been made for approval of a detailed site plan for Tract 3B of the Barnett Subdivision, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet H, Slide 285, Plat Records, Denton County, Texas (“the Property”), which is presently zoned Single-Family Residential District 40000 (SF-40); and

WHEREAS, having received the recommendation of the Planning and Zoning Commission that the detailed site plan and associated drawings, including, but not limited to, landscape plan and tree removal plan, should be approved as requested, the City Council of the City of Highland Village, in the exercise of its legislative discretion, has concluded that the requested detailed site plan for the Property should be approved.

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

SECTION 1. Subject to Section 2 of this Resolution, the Property shall be developed in accordance with the development and use regulations applicable to the Property as of the effective date of this resolution as well as the Detailed Site Plan, the Landscape Plan, and the Tree Survey and Removal Plan, and Building Elevations attached hereto respectively as Exhibit “A,” Exhibit “B,” Exhibit “C,” and Exhibit “D” and incorporated herein by reference subject to the following:

- A.** No building or other development permit shall be issued for any buildings, parking areas, or fire lanes shown on the attached exhibits as “Future...” until an amended detailed site plan adding such future improvements has been approved in accordance with applicable provisions of the City’s Zoning Ordinance; and
- B.** No building permit shall be issued for construction of the building shown on the Detailed Site Plan until the existing single family dwelling has been demolished and removed from the Property.

SECTION 2. Having found that the requested special exceptions are necessary to assure compatibility with surrounding developed properties and determining that a literal enforcement of the regulations applicable to the Property will create an unnecessary hardship or a practical difficulty for the applicant; that the situation causing the unnecessary hardship or practical difficulty is unique to the affected property and is not self-imposed; that the variance will not injure and will be wholly compatible with the use and permitted development of adjacent properties; and that the granting of the variance will be in harmony with the spirit and purpose of the Zoning Ordinance, the Property may be developed in accordance the Detailed Site Plan approved by this Resolution without the requirement to construct a brick or masonry screening

wall along the east boundary of the Property as otherwise required by Section 35.2.A of the Zoning Ordinance subject to the following:

- A. The screening for the Property between the Property and the residential zoning district to the east of the Property shall consist of the existing six foot wooden fences constructed along the east boundary of the Property and the existing trees located on the Property except as provided in Section 2.B., below;
- B. Except for (1) those trees shown on the Tree Survey and Removal Plan attached hereto that are to be removed, and (2) trees determined by a certified arborist after the effective date of this resolution to be dead or dying, which trees shall not be removed prior to (i) such determination being made in writing and delivered to the City Manager, (ii) the City Manager authorizing such removal, no trees shall be removed from the Property; and
- C. The special exception set forth in this Section 2 shall apply only to development of the Property in accordance with the Detailed Site Plan approved by this resolution. Such special exception may be modified or repealed at the time of any future amendments to such Detailed Site Plan if additional development of the Property will require the removal of additional trees that provide screening between the buildings located on the Property and the property located east of the Property.

SECTION 3. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THIS 11TH DAY OF APRIL 2023.

APPROVED:

Daniel Jaworski, Mayor

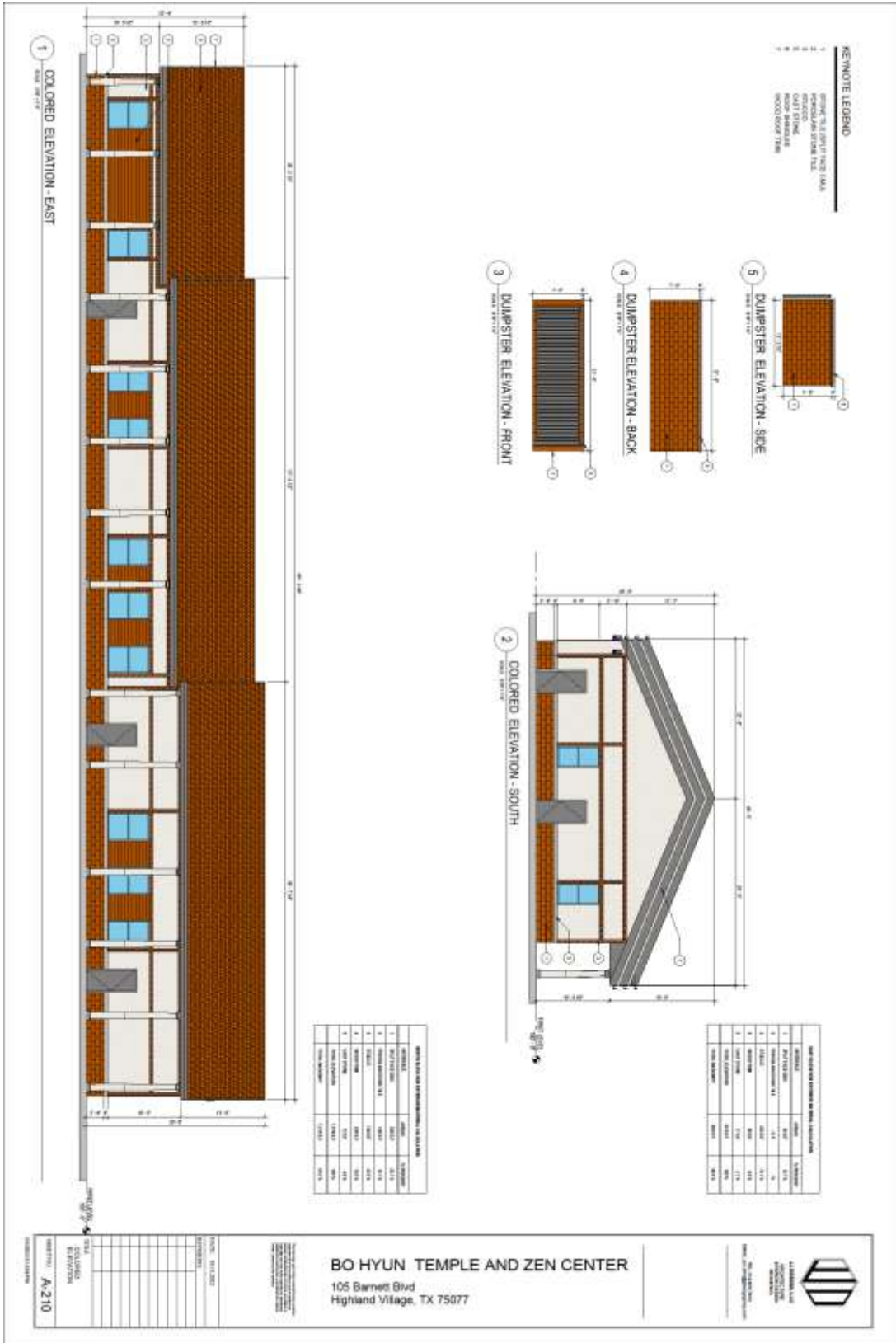
ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:4/5/2023:134063)

Resolution No. 2023-3058 Exhibit "D" – Building Elevations



CITY OF HIGHLAND VILLAGE
CITY COUNCIL

AGENDA# 18

MEETING DATE: 04/11/2023

SUBJECT: Review and Consider Resolution No. 2023-3059 Approving a Detailed Site Plan for development of Lot 1AR, Block A, Nelson Properties Addition located at 2370 Justin Road (Brakes Plus)

PREPARED BY: Autumn Aman – Community Development Coordinator

BACKGROUND:

An application was received seeking approval of a Site Plan for construction of an approximately 4,915 square foot building for operation of a Brakes Plus business on a 0.62 acre portion of Lot 1AR, Block A, Nelson Properties Addition Revised, located at 2370 Justin Road (the "Property"). A Chase Bank building is currently located on the Property. The bank building will be demolished, and Brakes Plus will lease the western half of the property from the current property owner, Victory Shops Highland Village, LLC, and construct its new building.

The property is currently zoned Planned Development Commercial (PD-R). Minor Automotive is a permitted use within the current zoning and is located in the Non-Residential Overlay Zoning District Ordinance.

Brakes Plus will be constructing a sidewalk along FM 407 even though the sidewalk is outside of its lease area.

Brakes Plus is requesting signs on the east and west elevations of the proposed building. Section 68 of the Zoning Ordinance (applicable to signs on property within the Non-Residential Overlay Zoning District) allows attached wall signs, which shall not exceed one (1) sign per tenant space per street frontage. The Property fronts on two streets, but will only have a single occupant. The south end of the proposed building faces FM 407, but runs almost perpendicular to FM 407 with the entrances and exits to the vehicle bays facing east and west. Because of the way in which the building to be constructed is positioned on the Property in relation to the adjacent roadway, the applicant is requesting attached wall signs on the east, south, and west elevations of the building as shown in the Sign Plan presented to be included with the Site Plan. Additional signage may be considered and approved with a site plan. Additional signage is not to exceed the size of the primary sign.

Brakes Plus will share the existing on site monument sign with whomever may lease the remaining property in the future.

IDENTIFIED NEED/S:

N/A

OPTIONS & RESULTS:

Options are to approve the site plan package as it has been submitted, to approve subject to revisions, or to deny the site plan package upon a finding that it does not comply with one or more requirements of the PD zoning or City Ordinances for the Property.

PROGRESS TO DATE: (if appropriate)

City staff and the City's Engineer have reviewed the site plan package and determined it complies with the current zoning regulations relating to use and development of the property except for the additional signs, which, as noted above, may be approved as part of this Site Plan application.

At its March 21, 2023, meeting, the Planning and Zoning Commission, on a vote of 5-0, recommended approval of the Site Plan as presented but with removal of the one (1) wall sign on the East elevation of the building.

Including with this briefing are two versions of Resolution No. 2023-3059, one that includes three wall signs and requested by the applicant, and one that reflects the Commission's recommendation with only two wall signs.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

None

RECOMMENDATION:

Staff recommends the City Council consider the recommendation by the Planning and Zoning Commission prior to making a decision on the Site Plan and Resolution No. 2023-3059 approving a Detailed Site Plan.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, APPROVING A DETAILED SITE PLAN FOR DEVELOPMENT OF LOT 1AR, BLOCK A, NELSON PROPERTIES ADDITION, REVISED, PRESENTLY ZONED AS PLANNED DEVELOPMENT COMMERCIAL (PD-R); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application has been made for approval of a detailed site plan for a 27,010 square foot (0.62± acre) portion of Lot 1AR, Block A, Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet T, Slide 266, Plat Records, Denton County, Texas, described in Exhibit "A", attached hereto and incorporated herein by reference ("the Property"), which is presently zoned Planned Developer Commercial (PD-R); and

WHEREAS, having received the recommendation of the Planning and Zoning Commission that the detailed site plan and associated drawings, including, but not limited to, landscape plan, building elevations, and sign plan, should be approved as requested, the City Council of the City of Highland Village, in the exercise of its legislative discretion, has concluded that the requested detailed site plan for the Property should be approved.

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

SECTION 1. The Property shall be developed in accordance with the development and use regulations applicable to the Property as of the effective date of this resolution as well as the Detailed Site Plan, Landscape Plan, Building Elevations, and Sign Plan attached hereto respectively as Exhibit "B," Exhibit "C," Exhibit "D," and Exhibit "E". With respect to the building to be constructed on the Property, the building shall be designed and constructed to substantially appear as illustrated on the Elevations shown on Exhibit "D."

SECTION 2. No building permit for the building to be constructed on the Property as shown on the Detailed Site Plan shall be issued until the existing building located on Property has been demolished and removed.

SECTION 3. The approval of the Detailed Site Plan by this resolution does not constitute approval of a subdivision of Lot 1AR, Block A, Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet T, Slide 266, Plat Records, Denton County, Texas ("Lot 1AR"), such that title to the Property may be conveyed by metes and bounds description without the approval of a replat subdividing Lot 1AR into two or more lots pursuant to state law and the City's Subdivision Ordinance, as amended.

SECTION 4. This resolution shall become effective immediately upon its approval.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE,
TEXAS, THIS 11TH DAY OF APRIL 2023.**

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:4/5/2023:134408)

Resolution No. 2023-3059
Exhibit "A" – Description of the Property

BEING a portion of Lot 1A in Block A of Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, as recorded under Cabinet T, Page 266 of the Plat Records of Denton County, Texas (P.R.D.C.T), being a portion of that same tract of land conveyed by deed to Victory Shops Highland Village, LLC as recorded under Document Number 2022-28210 of the Deed Records of Denton County, Texas (D.R.D.C.T.) the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the northwest corner of said Lot 1AR, and the herein described tract;

THENCE North 89 degrees 40 minutes 53 seconds East, with the north line of said Lot 1AR, a distance of 124.18 feet to a point in the north line thereof;

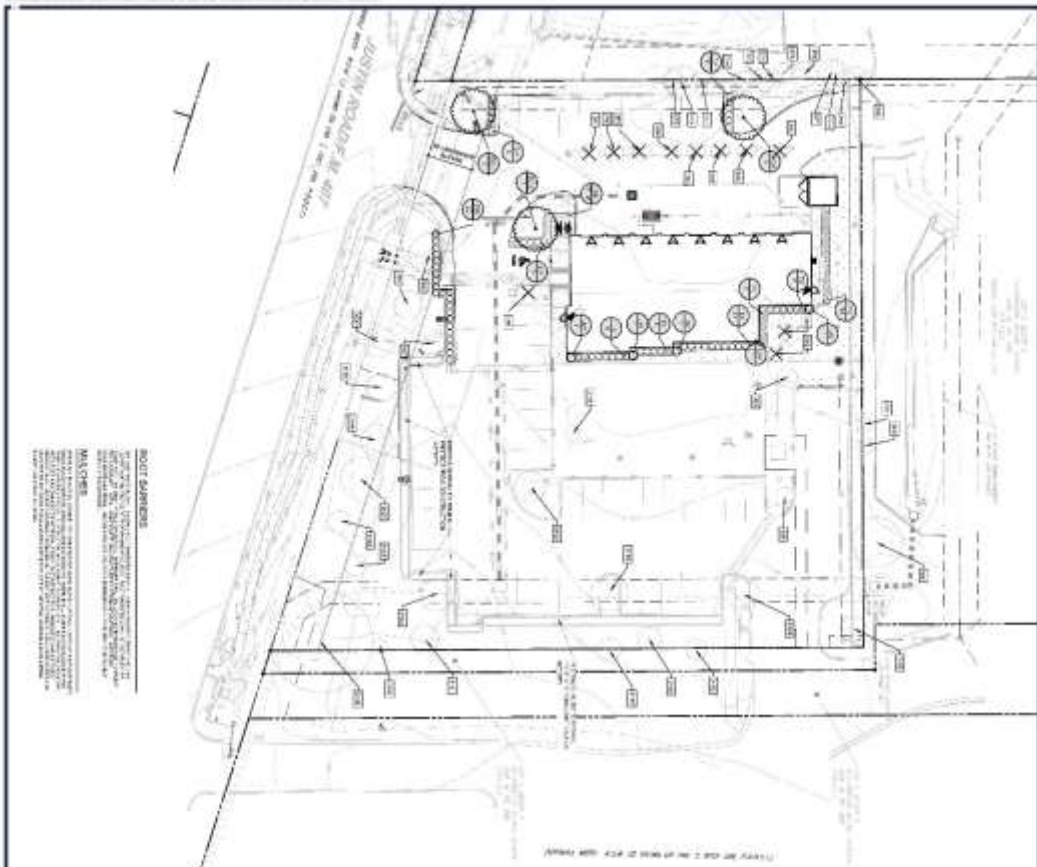
THENCE through the interior of said Lot 1AR the following calls:

1. South 00 degrees 40 minutes 46 seconds East, a distance of 170.94 feet;
2. South 72 degrees 06 minutes 12 seconds East, a distance of 49.35 feet;
3. South 17 degrees 53 minutes 48 seconds West, a distance of 47.31 feet to a point in the south line of said Lot 1AR;

THENCE North 72 degrees 17 minutes 06 seconds West, with the south line of said Lot 1AR, a distance of 165.74 feet to a 1/2 inch rebar with pink cap stamped "BARTON CHAPA" set for the southwest corner thereof;

THENCE North 00 degrees 14 minutes 26 seconds West, with the west line of said Lot 1AR, a distance of 180.00 feet to the POINT OF BEGINNING, and enclosing 0.620 acres (27,010 square feet) of land, more or less.

Resolution No. 2023-3059 Exhibit "C" – Landscape Plan



ROOT SPANNERS
 ALL ROOT SPANNERS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 1. ALL ROOT SPANNERS SHALL BE INSTALLED AT THE POINTS OF ENTRY AND EXIT OF THE ROOTS THROUGH THE CONCRETE SLAB.
 2. THE ROOT SPANNERS SHALL BE MADE OF GALVANNEZED STEEL OR STAINLESS STEEL.
 3. THE ROOT SPANNERS SHALL BE INSTALLED IN SUCH A MANNER AS TO PREVENT THE ROOTS FROM PENETRATING THE CONCRETE SLAB.
 4. THE ROOT SPANNERS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 5. THE ROOT SPANNERS SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
MATCHES
 ALL MATCHES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 1. ALL MATCHES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 2. ALL MATCHES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
 3. ALL MATCHES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

PLANT SCHEDULE

NO.	SYMBOL	PLANT NAME	QUANTITY	SIZE	REMARKS
1	(Symbol)
2	(Symbol)
3	(Symbol)
4	(Symbol)
5	(Symbol)
6	(Symbol)
7	(Symbol)
8	(Symbol)
9	(Symbol)
10	(Symbol)
11	(Symbol)
12	(Symbol)
13	(Symbol)
14	(Symbol)
15	(Symbol)
16	(Symbol)
17	(Symbol)
18	(Symbol)
19	(Symbol)
20	(Symbol)
21	(Symbol)
22	(Symbol)
23	(Symbol)
24	(Symbol)
25	(Symbol)
26	(Symbol)
27	(Symbol)
28	(Symbol)
29	(Symbol)
30	(Symbol)
31	(Symbol)
32	(Symbol)
33	(Symbol)
34	(Symbol)
35	(Symbol)
36	(Symbol)
37	(Symbol)
38	(Symbol)
39	(Symbol)
40	(Symbol)
41	(Symbol)
42	(Symbol)
43	(Symbol)
44	(Symbol)
45	(Symbol)
46	(Symbol)
47	(Symbol)
48	(Symbol)
49	(Symbol)
50	(Symbol)
51	(Symbol)
52	(Symbol)
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EYE ON THE LANDSCAPE
LANDSCAPE PLANNING
LP-1



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CONSTRUCTION MANAGEMENT



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CONSTRUCTION MANAGEMENT



BOHLER
CONSTRUCTION MANAGEMENT



BOHLER
CONSTRUCTION MANAGEMENT

Resolution No. 2023-3059 Exhibit "E" – Sign Plan

WALL & GROUND SIGN SCHEDULE

ID	DESCRIPTION	QTY	SQ FT
A	CH. LTRB. - FLASH	1	94.12
B	CH. LTRB. - FLASH	1	99.57
C	SH. MOUNTMENT	1	32.9

LOCATION MAP

DATE	REVISIONS	NAME	AUTHORIZATION
08/15/2022	ADD SIGN TO THE SIGNAGE SCHEDULE	AT	OWNER
08/15/2022	REVISE SIGN TO THE SIGNAGE SCHEDULE	AT	OWNER
08/15/2022	REVISE SIGN TO THE SIGNAGE SCHEDULE	AT	OWNER
08/15/2022	REVISE SIGN TO THE SIGNAGE SCHEDULE	AT	OWNER

CLIENT: BRAKERS PLUS **STONE #** _____

INSTALLATION ADDRESS: 2374 FM 4071 Highland Village, TX 75077

DESIGNER: KD **ACCOUNT EXECUTIVE:** AT

DATE: 08/15/2022 **SHEET:** 1 OF 1 **DESIGN #:** 220799-06

OWNER FILE #: _____

OWNER FILE #: _____

accent sign service & fabrication

COMPLETE SIGN SERVICE & FABRICATION

8313 S. BOON ISLAND TOLL FREE (800) 818-3846

GRAND PRINCE, TX 76860 EMAIL: info@accent-sign.com

TX YAK (817) 382-4595

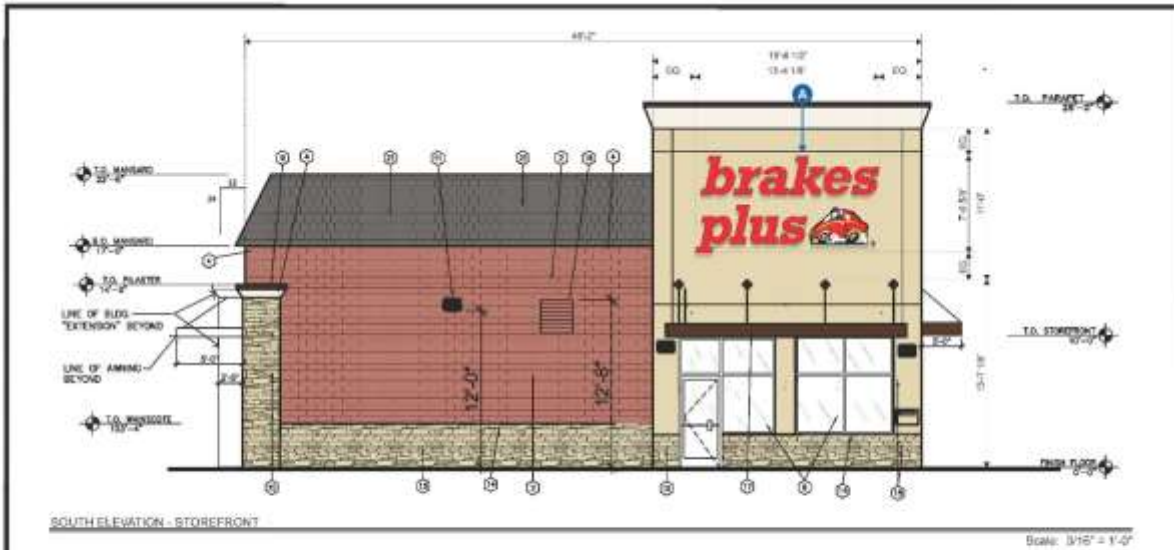
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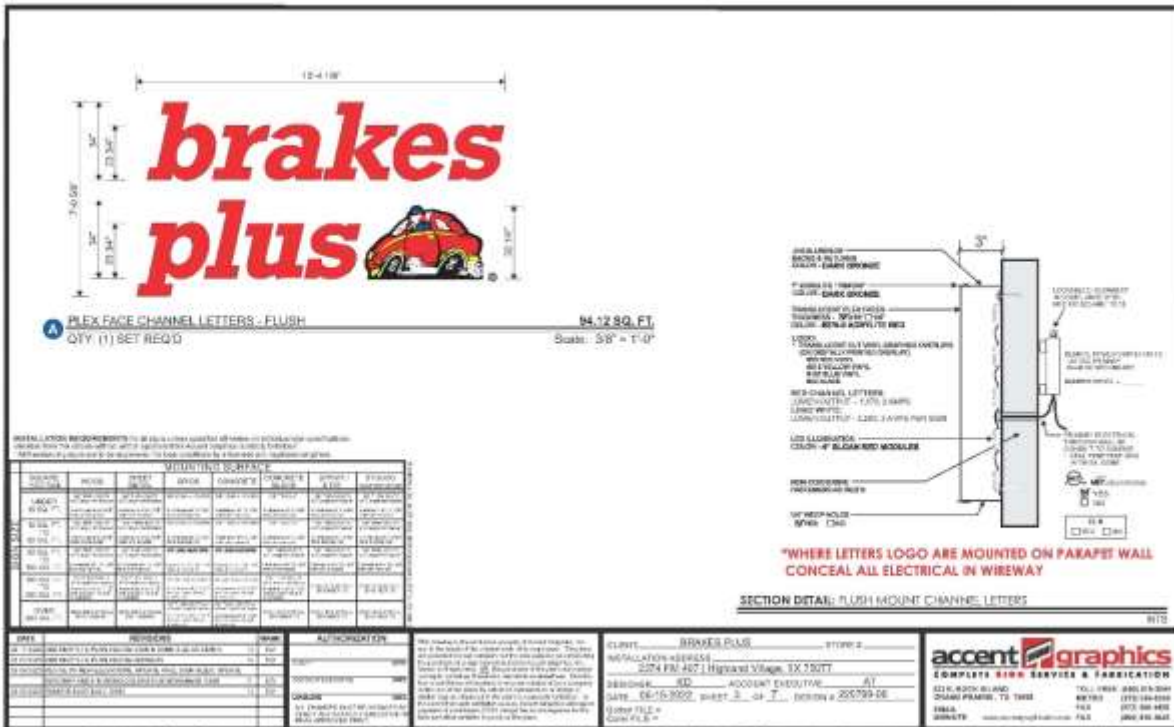
Registered by the Texas Department of Licensing and Regulation P. O. Box 12197, Austin, TX 78711 Tel: 817-249-0999 Toll Free in TX: 800-800-8800 Online: <http://www.tdlr.state.tx.us/complaint> Stone of Texas Contractor #18000

Resolution No. 2023-3059
Exhibit "E" – Sign Plan



<p>60 sq. ft. maximum</p>		<p>CLIENT: BRAKES PLUS PROJECT: _____</p>		<p>accent graphics COMPLETE SIGN SERVICES & FABRICATION 4216 N. ROCK ISLAND SHAW PRIME, TX 79088 TEL: 800-288-8284 FAX: 807-588-4833 WWW.ACCENTGRAPHICS.COM</p>
<p>DATE: 06-15-2022 DRAWN BY: [Name] CHECKED BY: [Name]</p>		<p>INSTALLATION ADDRESS: 5074 FM 457 Highway Village, TX 75007 BRAND: 3M ACCOUNT EXECUTIVE: AT DATE: 06-15-2022 SHEET 2 OF 7 PROJECT # 255799-02 JOB FILE # _____ SIGN FILE # _____</p>		

Registered by the Texas Department of Licensing and Regulation | P.O. Box 12057, Austin, TX 78711 | Tel: 512-463-6309 | Toll-Free (in TX): 800-833-6309 | Online: <http://www.texas.dlsr.state.tx.us/compliance> | Sign of Texas Contractor #19250



INSTALLATION REQUIREMENTS TO BE FULLY COMPLETED PRIOR TO SIGN INSTALLATION:

1. PARAPET WALL TO BE CLEAN AND FREE OF ALL OBSTRUCTIONS AND DEBRIS.

2. ALL ELECTRICAL WIRING TO BE CONCEALED IN WIREWAY.

3. ALL ELECTRICAL WIRING TO BE PROTECTED BY GROUNDING.

4. ALL ELECTRICAL WIRING TO BE PROTECTED BY GROUNDING.

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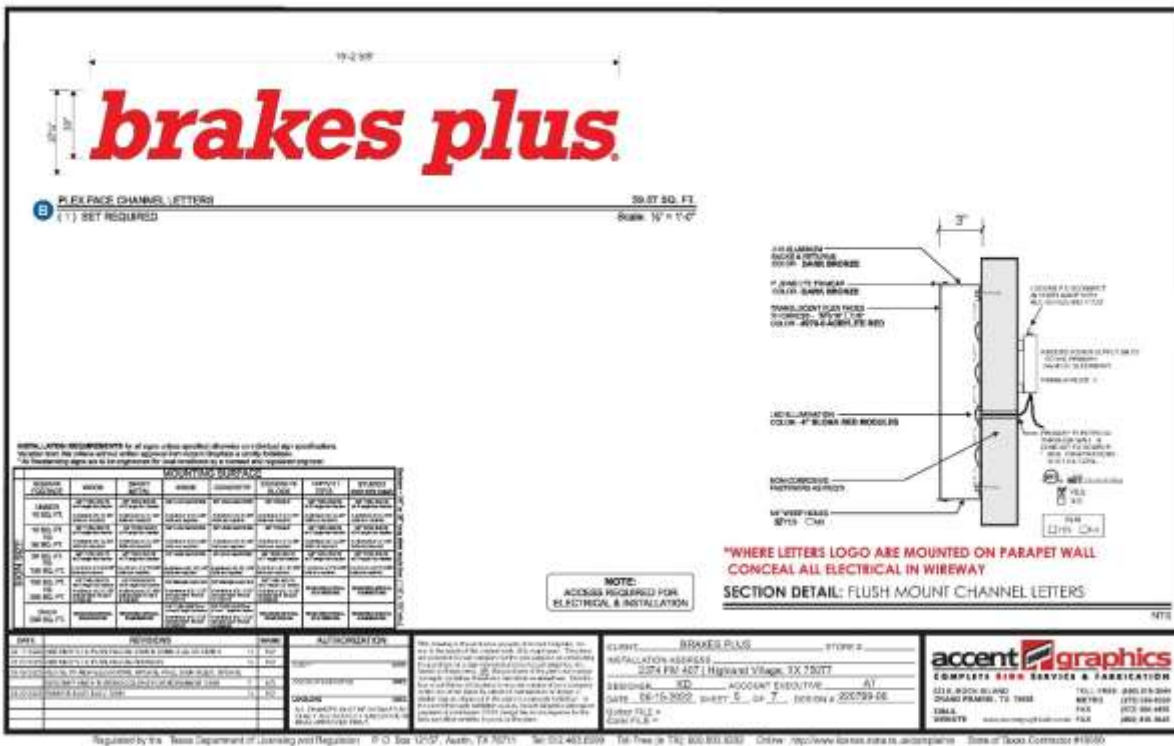
9. ALL ELECTRICAL WIRING TO BE PROTECTED BY GROUNDING.

10. ALL ELECTRICAL WIRING TO BE PROTECTED BY GROUNDING.

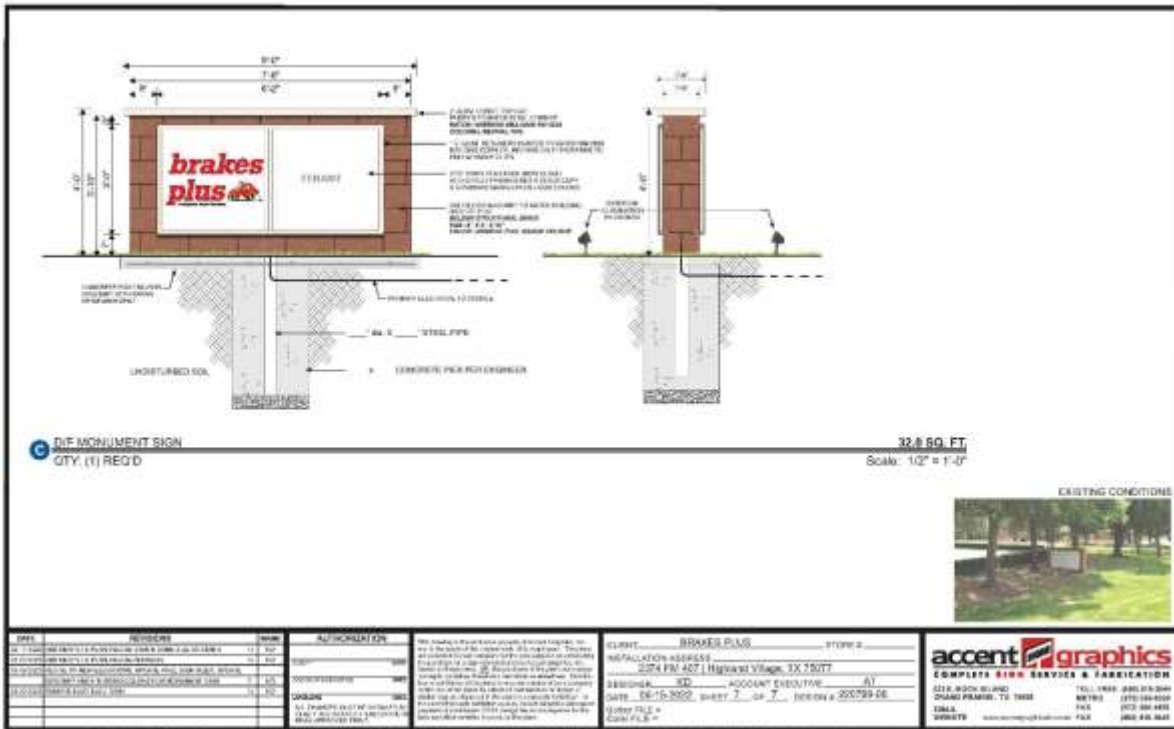
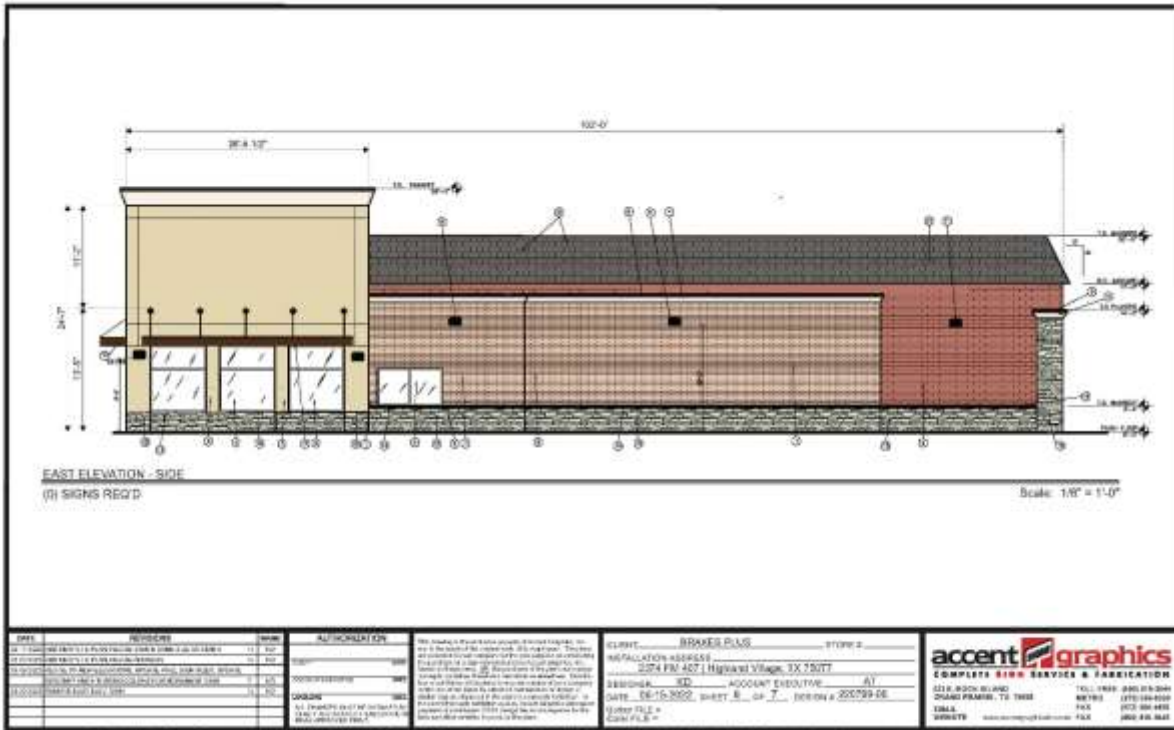
<p>CLIENT: BRAKES PLUS PROJECT: _____</p>		<p>accent graphics COMPLETE SIGN SERVICES & FABRICATION 4216 N. ROCK ISLAND SHAW PRIME, TX 79088 TEL: 800-288-8284 FAX: 807-588-4833 WWW.ACCENTGRAPHICS.COM</p>
<p>INSTALLATION ADDRESS: 5074 FM 457 Highway Village, TX 75007 BRAND: 3M ACCOUNT EXECUTIVE: AT DATE: 06-15-2022 SHEET 3 OF 7 PROJECT # 255799-02 JOB FILE # _____ SIGN FILE # _____</p>		

Registered by the Texas Department of Licensing and Regulation | P.O. Box 12057, Austin, TX 78711 | Tel: 512-463-6309 | Toll-Free (in TX): 800-833-6309 | Online: <http://www.texas.dlsr.state.tx.us/compliance> | Sign of Texas Contractor #19250

Resolution No. 2023-3059
Exhibit "E" – Sign Plan



Resolution No. 2023-3059 Exhibit "E" – Sign Plan



CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, APPROVING A DETAILED SITE PLAN FOR DEVELOPMENT OF LOT 1AR, BLOCK A, NELSON PROPERTIES ADDITION, REVISED, PRESENTLY ZONED AS PLANNED DEVELOPMENT COMMERCIAL (PD-R); APPROVING SPECIAL EXCEPTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, an application has been made for approval of a detailed site plan for a 27,010 square foot (0.62± acre) portion of Lot 1AR, Block A, Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet T, Slide 266, Plat Records, Denton County, Texas, described in Exhibit "A", attached hereto and incorporated herein by reference ("the Property"), which is presently zoned Planned Developer Commercial (PD-R); and

WHEREAS, having received the recommendation of the Planning and Zoning Commission that the detailed site plan and associated drawings, including, but not limited to, landscape plan, building elevations, and sign plan, should be approved as requested, the City Council of the City of Highland Village, in the exercise of its legislative discretion, has concluded that the requested detailed site plan for the Property should be approved.

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

SECTION 1. Subject to Section 2 of this Resolution, the Property shall be developed in accordance with the development and use regulations applicable to the Property as of the effective date of this resolution as well as the Detailed Site Plan, Landscape Plan, Building Elevations, and Sign Plan attached hereto respectively as Exhibit "B," Exhibit "C," Exhibit "D," and Exhibit "E". With respect to the building to be constructed on the Property, the building shall be designed and constructed to substantially appear as illustrated on the Elevations shown on Exhibit "D."

SECTION 2. In accordance with Section 68.f. of the Zoning Ordinance, the Property may be developed with three (3) attached wall signs as shown on the Sign Plan, which exceeds the number of street frontages of the Property (i.e., 2) per tenant/occupant of the building to be constructed on the Property (i.e., 1) subject to the following:

- A.** The attached wall signs must comply with the location, number, and size of the signs shown on the Sign Plan; and
- B.** If the building constructed on the Property is subdivided to provide for more than one occupant or tenant, no additional attached wall signs may be installed on the building until approval of an amendment to the Detailed Site Plan and Sign Plan authorizing such any additional attached wall signs for such tenants/occupants.

SECTION 3. No building permit for the building to be constructed on the Property as shown on the Detailed Site Plan shall be issued until the existing building located on Property has been demolished and removed.

SECTION 4. The approval of the Detailed Site Plan by this resolution does not constitute approval of a subdivision of Lot 1AR, Block A, Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, according to the plat thereof recorded in Cabinet T, Slide 266, Plat Records, Denton County, Texas (“Lot 1AR”), such that title to the Property may be conveyed by metes and bounds description without the approval of a replat subdividing Lot 1AR into two or more lots pursuant to state law and the City’s Subdivision Ordinance, as amended.

SECTION 5. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS, THIS 11TH DAY OF APRIL 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney
(kbl:4/5/2023:134094)

Resolution No. 2023-3059
Exhibit "A" – Description of the Property

BEING a portion of Lot 1A in Block A of Nelson Properties Addition, Revised, an addition to the City of Highland Village, Denton County, Texas, as recorded under Cabinet T, Page 266 of the Plat Records of Denton County, Texas (P.R.D.C.T), being a portion of that same tract of land conveyed by deed to Victory Shops Highland Village, LLC as recorded under Document Number 2022-28210 of the Deed Records of Denton County, Texas (D.R.D.C.T.) the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar found for the northwest corner of said Lot 1AR, and the herein described tract;

THENCE North 89 degrees 40 minutes 53 seconds East, with the north line of said Lot 1AR, a distance of 124.18 feet to a point in the north line thereof;

THENCE through the interior of said Lot 1AR the following calls:

1. South 00 degrees 40 minutes 46 seconds East, a distance of 170.94 feet;
2. South 72 degrees 06 minutes 12 seconds East, a distance of 49.35 feet;
3. South 17 degrees 53 minutes 48 seconds West, a distance of 47.31 feet to a point in the south line of said Lot 1AR;

THENCE North 72 degrees 17 minutes 06 seconds West, with the south line of said Lot 1AR, a distance of 165.74 feet to a 1/2 inch rebar with pink cap stamped "BARTON CHAPA" set for the southwest corner thereof;

THENCE North 00 degrees 14 minutes 26 seconds West, with the west line of said Lot 1AR, a distance of 180.00 feet to the POINT OF BEGINNING, and enclosing 0.620 acres (27,010 square feet) of land, more or less.

Resolution No. 2023-3059 Exhibit "C" – Landscape Plan



ROOT BARBERS
 ALL ROOTS SHALL BE CUT TO 12" BELOW GRADE AND REMOVED TO THE CURB OR TO THE STREET. ALL ROOTS SHALL BE CUT TO 12" BELOW GRADE AND REMOVED TO THE CURB OR TO THE STREET. ALL ROOTS SHALL BE CUT TO 12" BELOW GRADE AND REMOVED TO THE CURB OR TO THE STREET.

MATCHES
 SEE SHEET LP-1 FOR MATCHES TO THE WEST AND SOUTH. SEE SHEET LP-2 FOR MATCHES TO THE EAST AND NORTH.

PLANT SCHEDULE

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Scale: 1" = 20'



BOHLER
 LANDSCAPE PLANTING
 LP-1

CONSTRUCTION
 SUPERVISOR

DATE
 10/10/2023

PROJECT
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 LANDSCAPE PLANTING

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 LANDSCAPE PLANTING

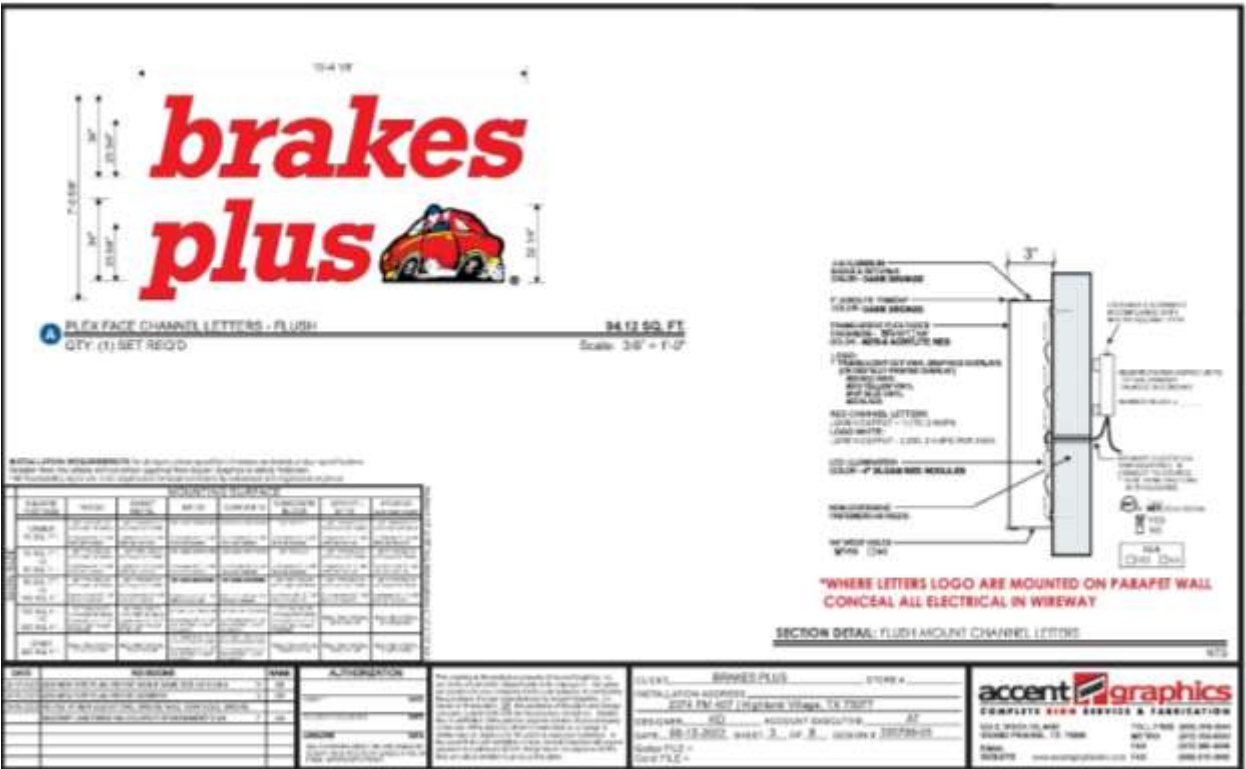
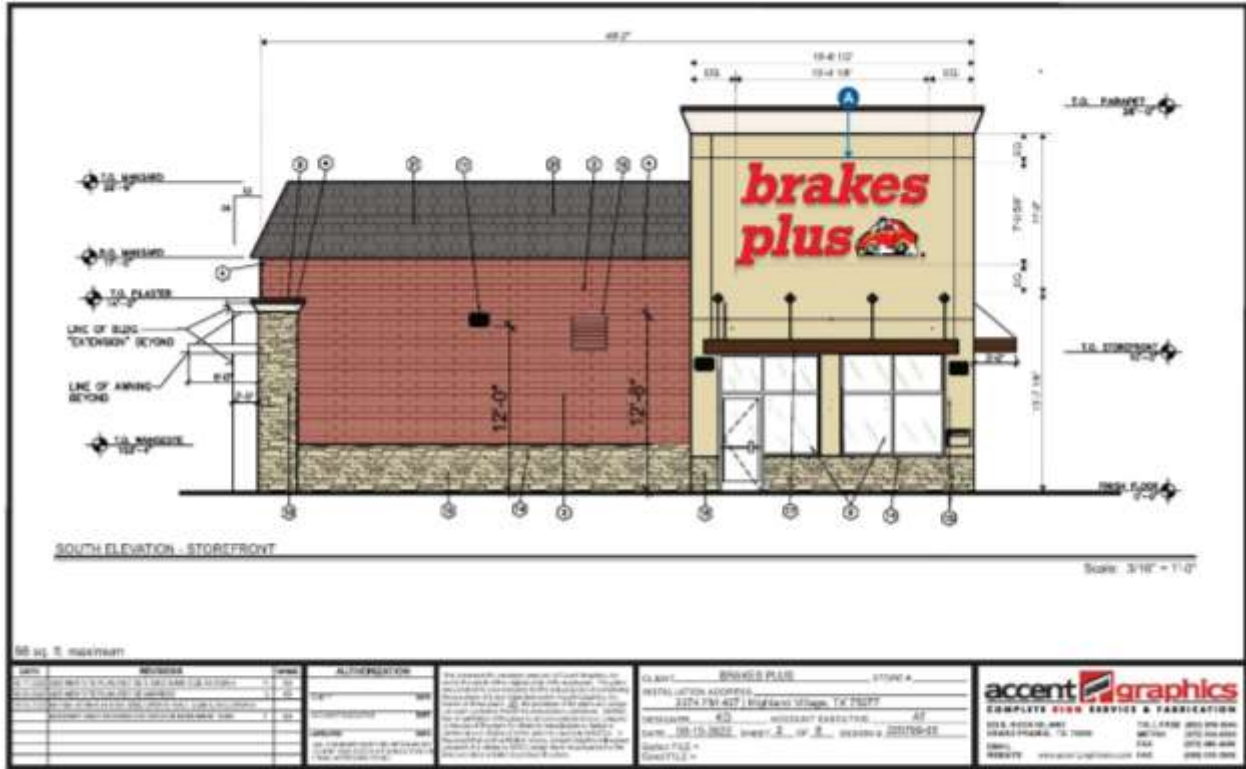
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Resolution No. 2023-3059
Exhibit "E" – Sign Plan



CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 19

MEETING DATE: 04/11/2023

SUBJECT: Consider Resolution 2023-3060 Authorizing of Grant Application to Texas Parks and Wildlife Department Boating Access Grant Program for Pilot Knoll Redevelopment Phase 1

PREPARED BY: Phil Lozano, Director of Parks and Recreation

BACKGROUND:

On September 28, 2021, the City Council approved the Issuance of Certificates of Obligation for construction improvement projects related to Streets and Parks.

- Streets \$8.85 Million
- Parks \$6.413 Million
- Combined total of \$15.263 Million.

Of the \$6.413 Million allocated for Parks, \$620,000 is allocated for major improvements to the Boat Ramp at Pilot Knoll Park. The city is seeking grants from the Texas Parks and Wildlife Department (TPWD) to help with the funding of the Boat Ramp and Dock improvements.

The Texas Parks and Wildlife Department (TPWD) Boating Access Grant Program assists local government agencies in developing trails throughout the state. The Program provides 75% Matching grants on a reimbursement base to eligible applicants. The city will be responsible for 25% of the project's total cost. The matching maximum amount is \$250K for Planning and \$1 million for construction. The resolution is for the Planning Grant, Phase 1.

Staff sought the assistance of a professional Grant Writer to help write the TPWD Local Grant for the trail at Pilot Knoll Park.

IDENTIFIED NEED/S:

Apply and submit a copy of the executed resolution, signed Assurances document, and other required documents for the TPWD Local Grant by May 1, 2023.

OPTIONS & RESULTS:

The resolution will satisfy the TPWD requirement as two of the required documents for grant submission

PROGRESS TO DATE:

A resolution has been drafted for consideration, and staff is gathering the additional required documents in preparation for the grant submission.

BUDGETARY IMPACT/ORDINANCE CHANGE: (if appropriate)

N/A

RECOMMENDATION:

To approve Resolution 2023-3060 authorizing an application to the Texas Parks & Wildlife Department Recreational Boating Access Grant Program for the Pilot Knoll Park Redevelopment Project Phase I.

CITY OF HIGHLAND VILLAGE, TEXAS

RESOLUTION NO. 2023-3060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIGHLAND VILLAGE, TEXAS AUTHORIZING APPLICATION TO TEXAS PARKS & WILDLIFE DEPARTMENT RECREATIONAL BOATING ACCESS GRANT PROGRAM FOR THE PILOT KNOLL PARK REDEVELOPMENT PROJECT - PHASE 1; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Highland Village, Texas (the "Sponsor") desires to construct a boating access facility on Lewisville Lake at Pilot Knoll Park located in the City of Highland Village, Denton County, Texas (the "Facility"); and

WHEREAS, the State of Texas, acting through the Texas Parks and Wildlife Department (hereinafter the "Department"), under the authority of Sections 11.033 and 31.141 of the Parks and Wildlife Code, can provide funding for the planning of the Project through the Department's Boating Access Grant Program ("the Grant Program") and

WHEREAS, the construction of the Facility would benefit the Sponsor's citizens as well as transient recreational boaters from the State and other states; and

WHEREAS, the Sponsor is fully eligible to receive assistance under the Grant Program; and

WHEREAS, the City Council of the City of Highland Village, Texas, finds it to be in the public interest to apply to the Department for a grant through the Grant Program.

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

SECTION 1. The City of Highland Village, as the Sponsor:

- A. certifies that the Sponsor is eligible to receive assistance for the Project from the Department through the Grant Program and will enter into a project agreement with the Department to provide for planning relating to the Facility on a reimbursement basis, with the Sponsor providing 25% by appropriations or in-kind services and the Department providing 75% matching funds for work accomplished; and
- B. certifies that the Sponsor has current funds available to provide the matching funds available for the Grant Program; and
- C. certify that the Sponsor will operate the Facility, perform all necessary maintenance and repairs to ensure public use, health, and safety; and provide security surveillance to eliminate creations of nuisance or hazard to the public or adjacent property owners for the life of the Facility, such period being not less than 25 years subject to the terms of the City's lease with the U.S. Army Corps of Engineers for Pilot Knoll Park; and
- D. ensure that the Facility will be open at all reasonable times to the public, and that revenue from any user fees will only be used to offset operation and maintenance costs of any supported facilities; and

- E. authorizes and directs the City Manager to act for the Sponsor in dealing with the Department for purposes of the Grant Program, including, but limited to, accepting the Grant if awarded, and negotiating and executing on behalf of the Sponsor any and all agreements related to the acceptance and use of the Grant, and that the City Manager is hereby officially designated as the Sponsor's representative in this regard.

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

PASSED AND APPROVED THIS THE 11TH DAY OF APRIL 2023.

APPROVED:

Daniel Jaworski, Mayor

ATTEST:

Angela Miller, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Kevin B. Laughlin, City Attorney

(kbl:4/4/2023:134380)

CITY OF HIGHLAND VILLAGE
COUNCIL BRIEFING

AGENDA# 20

MEETING DATE: 04/11/2023

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

PREPARED BY: Karen McCoy, Executive Assistant

COMMENTS

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



UPCOMING MEETINGS

April 11, 2023	Regular City Council Meeting - 7:00 pm
April 17, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
April 18, 2023	Planning & Zoning Commission Meeting – 7:00 pm
April 25, 2023	Regular City Council Meeting - 7:00 pm
May 4, 2023	Zoning Board of Adjust Meeting – 7:00 pm
May 9, 2023	Regular City Council Meeting - 7:00 pm
May 15, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
May 16, 2023	Planning & Zoning Commission Meeting – 7:00 pm
May 23, 2023	Regular City Council Meeting - 7:00 pm
May 29, 2023	City Offices Closed for the Memorial Day Holiday
June 1, 2023	Zoning Board of Adjust Meeting – 7:00 pm
June 13, 2023	Regular City Council Meeting - 7:00 pm
June 19, 2023	Parks & Recreation Advisory Board Meeting – 6:00 pm
June 20, 2023	Planning & Zoning Commission Meeting – 7:00 pm
June 27, 2023	Regular City Council Meeting - 7:00 pm

Note – The Zoning Board of Adjustment, Parks & Recreation Advisory Board, and the Planning & Zoning Commission meetings are held monthly, IF NEEDED. Please visit www.highlandvillage.org or the City Hall bulletin board for the latest meeting additions and updates.