CITY OF EL LAGO

AGENDA
CITY COUNCIL MEETING
411 TALLOWOOD DRIVE, EL LAGO,
TEXAS 77586
SEPTEMBER 2, 2020
7:00 P.M.

NOTICE is hereby given of a Meeting of the City Council of the City of El Lago, County of Harris, State of Texas, to be held on the above stated date and time.

This meeting will be held virtually via a teleconference WebEx meeting and the public will not be in attendance, however the meeting will be available to members of the public via telephonic audio. Public Comments may be submitted. Citizens may join the WebEx Meeting by calling (844) 992-4726 and entering the Access Code 146 063 6742. Any person interested in speaking on any item on the agenda must submit his/her comment via email to the City Secretary at citysec@ellago-tx.gov. The request must include the name and address of the person commenting. Citizen comments will be read aloud by the City Secretary during the meeting. Comments must be received before 1:00 p.m., Wednesday, September 2, 2020.

1. Call to Order

2. Declaration of a Quorum

2.1. Announce Absent Members of Council

3. Citizen Comments

Submitted citizens comments will be read aloud by the City Secretary

4. Consent Agenda

4.1. Check Detail for checks printed from August 20, 2020 through September 2, 2020.
4.2. Minutes from the Council Meeting of August 19, 2020.

5. City Official, Board, Commission, Committee, & City Service Report

5.1. SVFD monthly activity report (Chief Andy Gutacker)
5.2. City Secretary Rachel Lewis to report on the current expenses and losses for COVID-19.

6. Council Member's Reports

6.1. Councilperson Michalak to report on a recommended public awareness committee regarding adherence to the City leash laws.

7. Old Business

7.1. Consider/Approve the FY 2021 budget for the Lakeview Police Department.

8. New Business

8.1. Consider/Approve Resolution 2020-08 authorizing the City to enter into an agreement with the National League of Cities to advertise to the City's residents of warranty plans for repairs of external water lines, external sewer lines, and in home plumbing on residential property.

9. Future Agenda Item Requests

10. Adjournment

ALL AGENDA ITEMS ARE SUBJECT TO ACTION

In compliance with the Americans with Disabilities Act, the City of El Lago will provide for reasonable accommodations for persons attending City Council Meetings. Requests should be received 48 hours prior to the meetings. Please contact the City office at 281-326-1951. The City Council of the City of El Lago, Texas, reserves the right to adjourn into executive session at any time during the course of the meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, §551.071 (Consultation with Attorney), §551.072 (Deliberations about Real Property), §551.073 (Deliberations about Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations about Security Devices), §551.077 (Agency Financed by Federal Government),§551.084 (Exclusion of Witness from Hearing), §551.086 (Meeting Concerning Municipally Owned Utility), §551.087 (Deliberations Regarding Economic Development),§551.088 (Deliberations Regarding Licensing Testing Exam), & §418.183(f) (Texas Disaster Act: regarding Critical Infrastructure).

I certify that a copy of this notice of the City Council Meeting for the date listed above was posted at City Hall, 411 Tallowood Drive, El Lago, Texas, at least 72 hours in advance per the Texas Open Meetings Act.

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Rachel Lewis
City Secretary

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**08/20/2020**	**Baillie, Dea...**		**10102 · General...**	
					70100 · Administ...	(720.00)
					25200 · FWT pa...	20.00
					70220 · Social S...	(44.64)
					25300 · FICA Pa...	44.64
					25300 · FICA Pa...	44.64
					70220 · Social S...	(10.44)
					25300 · FICA Pa...	10.44
					25300 · FICA Pa...	10.44
TOTAL						(644.92)
Paych...	**ACH...**	**08/20/2020**	**De Leon, A...**		**10102 · General...**	
					70120 · Mainten...	(1,219.54)
					70120 · Mainten...	(304.88)
					25500 · Med. & ...	17.31
					71300 · Telephone	(20.00)
					25200 · FWT pa...	138.00
					70220 · Social S...	(94.52)
					25300 · FICA Pa...	94.52
					25300 · FICA Pa...	94.52
					70220 · Social S...	(22.10)
					25300 · FICA Pa...	22.10
					25300 · FICA Pa...	22.10
TOTAL						(1,272.49)
Paych...	**ACH...**	**08/20/2020**	**Dempsey, ...**		**10102 · General...**	
					77125 · Commu...	(198.45)
					70220 · Social S...	(12.30)
					25300 · FICA Pa...	12.30
					25300 · FICA Pa...	12.30
					70220 · Social S...	(2.87)
					25300 · FICA Pa...	2.87
					25300 · FICA Pa...	2.87
TOTAL						(183.28)
Paych...	**ACH...**	**08/20/2020**	**Dimel, Callie**		**10102 · General...**	
					77125 · Commu...	(525.05)
					25200 · FWT pa...	5.00
					70220 · Social S...	(32.55)
					25300 · FICA Pa...	32.55
					25300 · FICA Pa...	32.55
					70220 · Social S...	(7.61)
					25300 · FICA Pa...	7.61
					25300 · FICA Pa...	7.61
TOTAL						(479.89)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**08/20/2020**	**Goldston, ...**		**10102 · General...**	
					77125 · Commu...	(418.37)
					70220 · Social S...	(25.94)
					25300 · FICA Pa...	25.94
					25300 · FICA Pa...	25.94
					70220 · Social S...	(6.07)
					25300 · FICA Pa...	6.07
					25300 · FICA Pa...	6.07
TOTAL						(386.36)
Paych...	**ACH...**	**08/20/2020**	**Gulledge, ...**		**10102 · General...**	
					77125 · Commu...	(453.99)
					70220 · Social S...	(28.15)
					25300 · FICA Pa...	28.15
					25300 · FICA Pa...	28.15
					70220 · Social S...	(6.58)
					25300 · FICA Pa...	6.58
					25300 · FICA Pa...	6.58
TOTAL						(419.26)
Paych...	**ACH...**	**08/20/2020**	**Horton, Wa...**		**10102 · General...**	
					75310 · Fire Mar...	(140.00)
					70220 · Social S...	(8.68)
					25300 · FICA Pa...	8.68
					25300 · FICA Pa...	8.68
					70220 · Social S...	(2.03)
					25300 · FICA Pa...	2.03
					25300 · FICA Pa...	2.03
TOTAL						(129.29)
Paych...	**ACH...**	**08/20/2020**	**Hunter, Ch...**		**10102 · General...**	
					70100 · Administ...	(478.75)
					70220 · Social S...	(29.68)
					25300 · FICA Pa...	29.68
					25300 · FICA Pa...	29.68
					70220 · Social S...	(6.94)
					25300 · FICA Pa...	6.94
					25300 · FICA Pa...	6.94
TOTAL						(442.13)
Paych...	**ACH...**	**08/20/2020**	**Klingle, Br...**		**10102 · General...**	
					74010 · Court Cl...	(1,689.26)
					74010 · Court Cl...	(187.70)
					25400 · Pension ...	112.62
					70210 · Pension	(112.62)
					25400 · Pension ...	112.62
					25200 · FWT pa...	167.00
					70220 · Social S...	(116.38)
					25300 · FICA Pa...	116.38
					25300 · FICA Pa...	116.38
					70220 · Social S...	(27.22)
					25300 · FICA Pa...	27.22
					25300 · FICA Pa...	27.22
TOTAL						(1,453.74)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**08/20/2020**	**Kumar-Mis...**		**10102 · General...**	
					77125 · Commu...	(387.79)
					70220 · Social S...	(24.05)
					25300 · FICA Pa...	24.05
					25300 · FICA Pa...	24.05
					70220 · Social S...	(5.62)
					25300 · FICA Pa...	5.62
					25300 · FICA Pa...	5.62
TOTAL						(358.12)
Paych...	**ACH...**	**08/20/2020**	**Kumar-Mis...**		**10102 · General...**	
					77125 · Commu...	(173.57)
					70220 · Social S...	(10.76)
					25300 · FICA Pa...	10.76
					25300 · FICA Pa...	10.76
					70220 · Social S...	(2.52)
					25300 · FICA Pa...	2.52
					25300 · FICA Pa...	2.52
TOTAL						(160.29)
Paych...	**ACH...**	**08/20/2020**	**Lewis, Rac...**		**10102 · General...**	
					70100 · Administ...	(1,807.69)
					25400 · Pension ...	126.54
					71300 · Telephone	(20.00)
					25200 · FWT pa...	202.00
					70220 · Social S...	(112.08)
					25300 · FICA Pa...	112.08
					25300 · FICA Pa...	112.08
					70220 · Social S...	(26.22)
					25300 · FICA Pa...	26.22
					25300 · FICA Pa...	26.22
TOTAL						(1,360.85)
Paych...	**ACH...**	**08/20/2020**	**Means, Der...**		**10102 · General...**	
					70120 · Mainten...	(1,533.11)
					70120 · Mainten...	(170.35)
					71300 · Telephone	(20.00)
					25200 · FWT pa...	159.00
					70220 · Social S...	(105.61)
					25300 · FICA Pa...	105.61
					25300 · FICA Pa...	105.61
					70220 · Social S...	(24.70)
					25300 · FICA Pa...	24.70
					25300 · FICA Pa...	24.70
TOTAL						(1,434.15)

City of El Lago
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August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**08/20/2020**	**Michalak, ...**		**10102 · General...**	
					77125 · Commu...	(528.53)
					25200 · FWT pa...	5.00
					70220 · Social S...	(32.76)
					25300 · FICA Pa...	32.76
					25300 · FICA Pa...	32.76
					70220 · Social S...	(7.67)
					25300 · FICA Pa...	7.67
					25300 · FICA Pa...	7.67
TOTAL						(483.10)
Paych...	**ACH...**	**08/20/2020**	**Skelton, Et...**		**10102 · General...**	
					77125 · Commu...	(382.50)
					70220 · Social S...	(23.72)
					25300 · FICA Pa...	23.72
					25300 · FICA Pa...	23.72
					70220 · Social S...	(5.54)
					25300 · FICA Pa...	5.54
					25300 · FICA Pa...	5.54
TOTAL						(353.24)
Paych...	**ACH...**	**08/20/2020**	**Stokes, Dia...**		**10102 · General...**	
					70100 · Administ...	(720.00)
					25200 · FWT pa...	24.00
					70220 · Social S...	(44.64)
					25300 · FICA Pa...	44.64
					25300 · FICA Pa...	44.64
					70220 · Social S...	(10.44)
					25300 · FICA Pa...	10.44
					25300 · FICA Pa...	10.44
TOTAL						(640.92)
Paych...	**ACH...**	**08/20/2020**	**Verbeke, N...**		**10102 · General...**	
					77125 · Commu...	(528.39)
					25200 · FWT pa...	5.00
					70220 · Social S...	(32.77)
					25300 · FICA Pa...	32.77
					25300 · FICA Pa...	32.77
					70220 · Social S...	(7.66)
					25300 · FICA Pa...	7.66
					25300 · FICA Pa...	7.66
TOTAL						(482.96)
Paych...	**ACH...**	**08/20/2020**	**Wagner, M...**		**10102 · General...**	
					77125 · Commu...	(434.53)
					70220 · Social S...	(26.94)
					25300 · FICA Pa...	26.94
					25300 · FICA Pa...	26.94
					70220 · Social S...	(6.30)
					25300 · FICA Pa...	6.30
					25300 · FICA Pa...	6.30
TOTAL						(401.29)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Paych...	**ACH...**	**08/20/2020**	**Wagner, N...**		**10102 · General...**	
					77125 · Commu...	(393.81)
					70220 · Social S...	(24.42)
					25300 · FICA Pa...	24.42
					25300 · FICA Pa...	24.42
					70220 · Social S...	(5.71)
					25300 · FICA Pa...	5.71
					25300 · FICA Pa...	5.71
TOTAL						(363.68)
Liabilit...	**ACH...**	**08/20/2020**	**ICMA Retir...**	**2020-08-20 Payroll**	**10102 · General...**	
				B Klingle	25400 · Pension ...	(112.62)
				B Klingle	25400 · Pension ...	(112.62)
				R. Lewis	25400 · Pension ...	(126.54)
TOTAL						(351.78)
Liabilit...	**ACH...**	**08/20/2020**	**EFTPS**	**74-1612666 Payroll 202...**	**10102 · General...**	
				74-1612666 Payroll 2020...	25200 · FWT pa...	(725.00)
				74-1612666 Payroll 2020...	25300 · FICA Pa...	(194.24)
				74-1612666 Payroll 2020...	25300 · FICA Pa...	(194.24)
				74-1612666 Payroll 2020...	25300 · FICA Pa...	(830.59)
				74-1612666 Payroll 2020...	25300 · FICA Pa...	(830.59)
TOTAL						(2,774.66)
Bill P...	**ACH...**	**08/24/2020**	**Verizon**	**Jul 20-Aug 21 City Cell ...**	**10102 · General...**	
Bill	2020...	08/24/2020		June 21-Jul 20 City Cell ...	71300 · Telephone	(59.16)
TOTAL						(59.16)
Bill P...	**ACH...**	**08/24/2020**	**Comcast**	**8777-70-112-0104051-9...**	**10102 · General...**	
Bill	2020...	08/24/2020		computer @ 98 Lakesho...	71903 · Comput...	(89.04)
				telephone @ 98 Lakesho...	71300 · Telephone	(89.04)
TOTAL						(178.08)
Bill P...	**ACH...**	**08/31/2020**	**Corbin, Jef...**	**LPD Commissioners H...**	**10102 · General...**	
Bill	2020...	08/31/2020		LPD Commissioners Ho...	70600 · Honoraria	(25.00)
TOTAL						(25.00)
Bill P...	**ACH...**	**08/31/2020**	**Findley, Sh...**	**Council Position 1 Hon...**	**10102 · General...**	
Bill	2020...	08/31/2020		Council Position 1 Honor...	70600 · Honoraria	(50.00)
TOTAL						(50.00)
Bill P...	**ACH...**	**08/31/2020**	**O'Brien, Mi...**	**LPD Commissioners H...**	**10102 · General...**	
Bill	2020...	08/31/2020		LPD Commissioners Ho...	70600 · Honoraria	(25.00)
TOTAL						(25.00)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill P...	**ACH...**	**08/31/2020**	**O'Donel, R...**	**LPD Commissioners H...**	**10102 · General...**	
Bill	2020...	08/31/2020		LPD Commissioners Ho...	70600 · Honoraria	(25.00)
TOTAL						(25.00)
Bill P...	**ACH...**	**08/31/2020**	**Skelton, Jo...**	**Mayor Honoraria for 20...**	**10102 · General...**	
Bill	2020...	08/31/2020		Mayor Honoraria for 202...	70600 · Honoraria	(150.00)
TOTAL						(150.00)
Bill P...	**ACH...**	**08/31/2020**	**Vernon, Ann**	**Honoraria - Council Po...**	**10102 · General...**	
Bill	2020...	08/31/2020		Honoraria - Council Posit...	70600 · Honoraria	(50.00)
TOTAL						(50.00)
Bill P...	**11278**	**09/01/2020**	**Nassau Ba...**	**2020-09**	**10102 · General...**	
Bill	2020...	09/01/2020		2020-09	73300 · Emerge...	(2,500.00)
TOTAL						(2,500.00)
Bill P...	**11279**	**09/01/2020**	**Seabrook ...**	**2020-09**	**10102 · General...**	
Bill	2020...	09/01/2020		2020-09	75300 · Fire Dep...	(13,052.07)
TOTAL						(13,052.07)
Bill P...	**11280**	**08/31/2020**	**Cooper, De...**	**Fitness Class Instructo...**	**10102 · General...**	
Bill	2020...	08/31/2020		Fitness Class Instructor ...	77600 · Fitness ...	(150.00)
TOTAL						(150.00)
Bill P...	**11281**	**08/31/2020**	**J Fryday C...**	**Monthly building inpect...**	**10102 · General...**	
Bill	2020...	08/31/2020		Monthly building inpectio...	72000 · Building ...	(1,200.00)
TOTAL						(1,200.00)
Check	**11287**	**08/24/2020**	**Mizell, Allen**	**Refund for Pool Rental ...**	**10102 · General...**	
Credit ...	2020...	08/24/2020		Security Deposit for Pool...	27000 · Security ...	(100.00)
TOTAL						(100.00)
Bill P...	**11288**	**08/24/2020**	**Higgins, D...**	**Reimbursement for sid...**	**10102 · General...**	
Bill	2020...	08/24/2020		Reimbursement for side...	78110 · Streets ...	(750.00)
TOTAL						(750.00)
Check	**11289**	**08/25/2020**	**Schoene, L...**	**Refund for Event Room...**	**10102 · General...**	
Credit ...	2020...	08/25/2020		Event Room Income & R...	42530 · Event R...	(80.00)
				Security Deposit for Eve...	27000 · Security ...	(250.00)
TOTAL						(330.00)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill P...	**11290**	**09/02/2020**	**Accu-Tech ...**	**Monthly Min. Color Ma...**	**10102 · General...**	
Bill	27057	08/24/2020		Monthly Minimum on Col...	71600 · Office S...	(50.00)
TOTAL						(50.00)
Bill P...	**11291**	**09/02/2020**	**Enviro-Pes...**	**Quarterly pest control s...**	**10102 · General...**	
Bill	35945	08/19/2020		Quarterly pest control ser...	70300 · Building ...	(215.00)
TOTAL						(215.00)
Bill P...	**11292**	**09/02/2020**	**Hendricks, ...**	**Bailiff service on 08/18/...**	**10102 · General...**	
Bill	2020...	08/21/2020		Bailiff service on 08/18/20	74410 · Bailiff S...	(75.00)
TOTAL						(75.00)
Bill P...	**11293**	**09/02/2020**	**Leslie's Po...**	**chemicals for swimmin...**	**10102 · General...**	
Bill	0043...	08/20/2020		50lb power powder granu...	77201 · Pool Ch...	(178.19)
				soda ash 50# bag	77201 · Pool Ch...	(41.57)
TOTAL						(219.76)
Check	**11294**	**08/31/2020**	**Johnson, ...**	**Family of 4 Membershi...**	**10102 · General...**	
Credit ...	2020...	08/31/2020		Family of 4 Membership-...	42516 · Pool Me...	(70.00)
TOTAL						(70.00)
Bill P...	**11295**	**08/31/2020**	**Barfield, R...**	**08/18/2020 Court Appea...**	**10102 · General...**	
Bill	Augu...	08/31/2020		08/18/2020 Court Appear...	74200 · Municip...	(150.00)
TOTAL						(150.00)
Bill P...	**11296**	**08/31/2020**	**Blacksmith...**	**Warrants 2020-08**	**10102 · General...**	
Bill	2020...	08/31/2020		Warrants 2020-08	74600 · Warrant ...	(830.00)
TOTAL						(830.00)
Bill P...	**11297**	**08/31/2020**	**Clark, Diane**	**08/11 & 08/31/2020**	**10102 · General...**	
Bill	Augu...	08/31/2020		08/11 & 08/31/2020	74200 · Municip...	(300.00)
TOTAL						(300.00)
Bill P...	**11298**	**08/31/2020**	**Harris Cou...**	**4th Quarter Property As...**	**10102 · General...**	
Bill	PSI2...	08/28/2020		4th Quarter Property Ass...	70800 · Appraisal	(2,627.00)
TOTAL						(2,627.00)
Bill P...	**11299**	**08/31/2020**	**Hendricks, ...**	**Bailiff service on 08/25/...**	**10102 · General...**	
Bill	2020...	08/31/2020		Bailiff service on 08/25/2...	74410 · Bailiff S...	(75.00)
TOTAL						(75.00)

City of El Lago
Check Detail
August 20 through September 2, 2020

Type	Num	Date	Name	Memo	Account	Paid Amount
Bill P...	**11300**	**09/01/2020**	**Harris Cou...**	**Water/Serwer service**	**10102 · General...**	
Bill	2020...	08/31/2020		1-01-12690-00 411 Tall...	72100 · Utilities	(242.56)
				1-01-09940-00 Mc Nair ...	72100 · Utilities	(10.15)
				1-01-04110-00 443 Hic...	72100 · Utilities	(10.15)
				1-01-04210-01 419 Tall...	77210 · Utilities-...	(55.88)
				1-01-06031-00 732 Bay...	72100 · Utilities	(10.15)
				1-01-07140-00 Bayou V...	72100 · Utilities	(10.15)
				1-01-08910-00 98 Lake...	72100 · Utilities	(35.28)
				1-01-07128-00 Bayou V...	72100 · Utilities	(10.15)
				1-00000021-00-8 Fireline	72100 · Utilities	(10.15)
TOTAL						(394.62)
Bill P...	**11301**	**09/01/2020**	**Home Depot**	**General Maint. Supplies**	**10102 · General...**	
Bill	2020...	08/31/2020		Gorilla Tape & Scotchblue	70300 · Building ...	(30.12)
TOTAL						(30.12)
Bill P...	**11302**	**09/01/2020**	**Sam's Club**	**POM Tissue / Deep Wo...**	**10102 · General...**	
Bill	2020...	08/31/2020		POM Tissue & Deep Wo...	70300 · Building ...	(35.96)
				Deep Woods	77203 · General ...	(14.98)
TOTAL						(50.94)
Bill P...	**11303**	**09/01/2020**	**Texas Dep...**	**Mosquito Spray Licens...**	**10102 · General...**	
Bill	0178...	08/31/2020		Mosquito Spray License ...	73100 · Mosquit...	(75.00)
TOTAL						(75.00)
Bill P...	**11304**	**09/01/2020**	**Wells Farg...**	**2020-07 statement**	**10102 · General...**	
Bill		09/01/2020		2020-07 statement	24507 · Wells F...	(3,013.74)
TOTAL						(3,013.74)

CITY OF EL LAGO

MINUTES OF THE AUGUST 19, 2020
REGULAR CITY COUNCIL MEETING BY TELECONFERENCE
411 TALLOWOOD DRIVE, EL LAGO,
TEXAS 77586

1. **Call to Order** Mayor Skelton called the meeting to order at 7:12 PM.

2. **Declaration of a Quorum**
   Present: Mayor John Skelton
   Councilperson Shawn Findley
   Mayor Pro Tem Ann Vernon
   Councilperson Darin Clark
   Councilperson Jeff Michalak
   Councilperson Kris Kuehnel

3. **Citizen Comments**

DeAnna Scott of 109 Bayou View Dr. – "I would like the see the pool stay open during the week of August 16th through the 23rd of August. The students that are the life guards are a majority of high school students that have done a fantastic job this summer. A schedule can be made easily to extend for one more week. Virtual school doesn't start until the 24th for these students. The money that would pay the lifeguards for this week can come from the money that we saved from not having the city celebration this year."
Robert Burke of 1714 Hedgecroft Dr. – "Honorable Mayor, City Council and City Secretary, I have requested that all recent past and archived Police Commission agenda/minutes be migrated to a single source location to facilitate citizen access for review as well as providing the complete transparency that you all promised to your constituents. To date only this years agenda/minutes have been provided on the city's web site. When can we expect this to be completed? The residence at 1607 Lake Arbor appears to be abandoned. What is being done to address the virtual mosquito farm that is being cultivated in the property's backyard? The untreated pool along with the chest high grass/weeds are nothing short of paradise for them. In addition there are many stacks of tiles on the roof ready to become projectiles when the wind commands them to be. When can we expect this to addressed? I ask city council to either confirm or deny the rumor that Waste Management is not recycling our products as per our contract. If they are found to have been in violation and are indeed disposing of our recycled materials into the general landfill then the city should pursue legal means to recoup the tax payer monies paid out for this service."
Janice Makinen of 1730 Fairoaks – "Last year, I approached council requesting prohibition of door to door soliciting in El Lago due to a poor experience with Aptive Pest Control - who was soliciting without a permit, and even approaching doors with no soliciting signs. Once again, Aptive is soliciting in the city without a permit. When asked for their permit they say 'oh it's in my car" , "my boss has it", or they flash their city of Seabrook permit ID. I informed Lakeview PD about Aptive illegally soliciting again, and they said they had received 'numerous warnings' - but it is beyond warnings at this point. It is obvious they will not stop illegal door-to-door soliciting - even during a pandemic. In June 2019, I asked council to review the ordinance for soliciting, as the complaint process against solicitors is not effective. To my knowledge, no action was taken in 2019. Currently, filing a complaint triggers a hearing to be scheduled before council to evaluate revocation of their permit. The hearing must take place within 30 days of the complaint, and the accused solicitor must have a 3 day notice before the hearing. Due to the city council schedule (once every 2 weeks) – that essentially means that the solicitor that violates the ordinance or law may continue to peddle in the city until the hearing is scheduled (which could be as long as 2 weeks). Additionally, if they only have a 30 day permit it means you have to catch them very early within their permit to make sure you can get on the agenda for city council and give the solicitor the appropriate 3-day notice before the soliciting permit expires. All of this strife could simply be avoided by prohibiting door-to-door soliciting in El Lago. The income stream to the city from this revenue source seems to be nil - and it would be clearer to residents and police. I would like council to change the ordinance to simply prohibit soliciting in El Lago, and remove the ability to purchase a permit to solicit. This removes gray area, and residents could simply report any solicitor in El Lago to Lakeview PD. **Recycling** I look forward to hearing the answers to many citizen questions regarding the elimination of recycling service in the city's 2021 budget" - Stopped due to three minute time limit.
Joe Neigut of 443 Shadow Creek Drive – "At a recent council meeting, several citizens pleaded for help in regards to the speeding problem in our city. I'm sorry to report that the problem continues, and in fact in my opinion, it is getting worse. I recently witnessed my elderly neighbor tailgated down the street by a large truck and then when she was turning into her driveway, the truck on her bumper gunned it and passed her in the left lane. She informed me that he was tailing her all the way from Lakeshore drive, riding her

bumper the whole way. I was passed twice in the last two weeks, in the middle of the day, by cars speeding through our city – let me say that again, they passed me, they went into the left lane and sped by, and I was going about 23, during the late afternoon – both times on Cedar. On Tuesday, August 17th at 10:30 am, I was walking down Woodland drive when I heard a car speeding down the road behind me, I turned and put up my arms to indicate to them to slow down, to my surprise it was a LVPD officer driving at least 27 mph and looking only at his computer, not even the road. He wasn't responding to a call, as I watched him drive street by street after he passed me. This is at least the 3rd time I've seen (and even clocked) LVPD on patrol, going significantly over the speed limit, 27 to 30 MPH. I'm at loss for what to say here. I can say though that in my opinion they are not solving any problem when it comes to speeding and are making our streets even more dangerous by being on patrol at excessive speeds coupled with distracted driving. As an El Lago property owner, responsible for the taxes on three residences, I can assure you I do not believe I am getting value for what we are spending on our police force, and as I understand it, they are requesting a 12% increase over what they are spending this year. I'm happy to discuss with anyone that would like talk about the many times over the past few years I have asked unsuccessfully for help from our PD, either at my residence as a victim of petty theft, or as the HOA president for Sections 1-4. I have decided to call Harris County, PCT 8 for any assistance I need from now on, as I did last month when someone illegally" Stopped at 3 minute time limit.

Tiffany Wallace of 711 Crestwood Dr. - "1. I took the liberty to call AMeriWaste to ask for information regarding the recycling for El Lago. I was informed that AmeriWaste wasn't even aware our city is thinking about cancelling the recycling service. Further, customer service told me they would be happy to work out a new better contract for our city if city official would contact AmeriWaste. Also, I was told if recycling would be cancelled our solid waste fee might go up. Has Ms Lewis had a chance to contact AmeriWaste to ask for a new updated quote? If the solid waste will increase by X-amount it might not be a good idea to cancel the service. 2. During these hard times we all need to look at the bigger picture, just like the question arose last time about the requested 4% raises the police asked for. I do not understand why special expenses are still part of the budged?! I also believe that bonuses should not be part of this years budged and the money should be used for other expenses like hiring a bookkeeper to balance the city budged properly and take off the work load from Ms Lewis."

Jeff Tave of 302 Pine View Circle – "I have seen no change in budget regarding the Residential CurbSide Recycling program. It's still zeroed out in the FY'21 proposed budget after numerous citizen public requests that it be added back. I asked several questions in the comments I submitted for the August 5th Council meeting as follows and after follow up with the City Secretary, she was able to provide the answer to the 1st as indicated:1) Does last year's Recycling Budget amount ($21.4K) include the fees for the recycle dumpsters at Ed White (I believe at a $106/month rate)? Yes it does include the dumpsters at Ed White. 2) If the cost is deemed excessive, have alternative contractors been contacted? 3) Has AmeriWaste been contacted to allow them to propose a lower cost now that we've been using the same wheeled bins for multiple years? 4) Does the City know what is the participation rate? 5) Completely eliminating the program would force a greater trash flow into the local landfill (would this cause a higher trash fee imposed by AmeriWaste off-setting any savings by program elimination?) 6) If common area dumpsters were employed, what frequency would they be emptied? How will loose and excess materials Be controlled to avoid a visual nuisance? I request responses to questions 2 - 6. I have heard that another neighbor contacted Ameriwaste about the potential change in service and Ameriwaste had yet to be informed from any city representative about the potential change and possible impact. Apparently Ameriwaste told the neighbor that solid waste cost WOULD INDEED rise as a result of the city discontinuing the recycling program. If this is true, there is no net cost savings. Per Mayor Pro Tem Ann Vernon, the change in tax rate needed to pay for curbside recycling = $0.007562/$100. This equates to ONLY $15.12 for a $200K house (assuming $0 exemptions). All residents that I have spoken with feel this is quite a reasonable cost for the convenience. Please restore the funding for the Curbside Recycling Program in the FY'21 budget."

Mayor Skelton stated that there were not enough lifeguards to keep the pool open another week so the schedule remained the same. City staff is working on the continued issues reported at 1607 Lake Arbor. He stated he agrees the comments concerning solicitation and asked if there was a Council member willing to take on the task of researching an ordinance change. Mayor Pro Tem Vernon stated she would agree to research it. The Mayor stated that recycling would be discussed later in the meeting. He said he was troubled by the comment regarding officers speeding and agrees that this is unacceptable.

4. Consent Agenda City Official, Board, Commission, Committee, & City Service Report

4.1. Check Detail for checks printed from August 6, 2020 through August 19, 2020.

4.2. Minutes from the Council Meeting of August 5, 2020.

Councilperson Michalak made a motion to approve and Mayor Pro Tem Vernon provided a second. The vote was unanimous to approve by a roll call vote.

5. City Official, Board, Commission, Committee, & City Service Report

5.1. Report on LPD activity in the City with Call For Service reports for July, 2020 – Chief Tom Savage reported that he spoke to his officers about the concerns regarding speeding and there were four tickets written within the subdivisions. Councilperson Clark asked about an armed robbery that occurred in the Taylor Lake Village area and Chief Savage stated that it was still under investigation but it was reported the offenders entered the home through the garage. Councilperson Michalak asked if there had been an

increase in enforcement in speeding and Chief Savage said there were tickets written in August for speeders going 26 and 27 miles per hour.

5.2. *Deanna Scott to report on Parks Board activity and future requests.* Deanna Scott reported there were some areas of the parks that needed to be addressed. She stated that she has looked into the cost for new signs for Armstrong Park. The Raffetto monument needs to be cleaned, a tree at 98 Lakeshore needs to be removed, and the gazebo needs refinishing. The playhouse and water fountain at Witty Park need repair. The dog fountain at McNair Park needs repair. She reported that a location was agreed upon for the lending library and they hope to have it installed soon. Mayor Skelton asked about costs for the repairs and if these were costs that City Maintenance plans to propose for the budget. Ms. Scott said that Maintenance has fixed these types of things in the past. Councilperson Clark suggested a Volunteer Work Day to help with the repairs. Mayor Skelton asked that the costs for the supplies needed for repairs be submitted to consider for next year's budget.

6. New Business

6.1. *Consider/Approve General Order 600-23 of the Lakeview Police Department Use of Force and Less Lethal Devices procedures revised on August 10, 2020.* Chief Savage explained that the Commission reviewed the Use of Force Policy and compared it with other agency practices. The new policy is more specific and descriptive on use of force. Councilperson Michalak made a motion to approve and there was a second from Councilperson Kuehnel. The vote was unanimous to approve by roll call.

6.2. *Consider/ Approve the Lakeview Police Department FY 2021 budget.* Chief Savage stated that the proposed budget includes an additional pay increase of 1% over the 3% already budgeted as an annual increase. The proposed LPD budget is an increase of $9400 from last year divided between both cities served. Councilperson Clark stated he was concerned with the timing of increasing the amount paid for police while considering cutting services within the City. Councilperson Kuehnel stated that City personnel and the police are essential services and the services that would be removed are extra services. Mayor Pro Tem Vernon made a motion to approve $807,604.03 for the Lakeview Police Department for their FY2021 budget. Councilperson Findley seconded. Councilperson Michalak stated he was concerned about giving raises during the time of a global pandemic. Councilperson Kuehnel said he was in favor of approving the proposed LPD budget as presented. Mayor Pro Tem Vernon made a motion to table this item until after the proposed City FY 2021 budget item. Councilperson Michalak provided a second. The vote to table was unanimous by roll call.

Mayor Skelton called a recess at 8:52 PM.
Mayor Skelton reconvened the meeting at 9:00 PM.

6.3. *Consider/Approve the Harris Center for Mental Health and IDD Fiscal Year 2021 contract for rental of the El Lago Event Room at a rate of no more than $9600 for the year.* City Secretary Lewis explained that this is the same contract as the previous year. Councilperson Clark made a motion to approve. Mayor Pro Tem Vernon provided a second. The vote to approve was unanimous by a roll call vote.

6.4. *Consider/Approve $1500 upgrade of the City's QuickBooks subscription to resolve data limit issues.* Mayor Skelton stated that this item is no longer needed. There was no objection to skip.

6.5. *Consider/Approve a new City computer server and data migration at a cost of $8500 and annual subscription for a cloud-based server at a cost of $2500 per year for cloud based file storage.* City Secretary Lewis explained that a new quote was presented by Moore IT Services which does not include a cloud based server and instead houses all files and software on a new main server. She reminded Council that the current City server is version 2008 which is not supported by Microsoft and is no longer compatible with the accounting software for the City. The WinDSX Software is the program that controls all of the key cards for memberships, pool, and Event Room access. This software must be replaced. The quote also includes the cost for data migration to the new server. The total cost is $12,516.26. Councilperson Michalak made a motion to approve and there was a second by Councilperson Kuehnel. Councilperson Clark amended the motion to postpone. The motion died for lack of a second. Mayor Pro Tem Vernon amended the motion to approve that $12, 516.26 be expended after first consulting Fire Safe to get a discount on the WinDSX software cost. There was a second by Councilperson Kuehnel. The amended motion passed unanimously by roll call. Mayor Skelton called for a vote on the original motion. The vote was unanimous to approve by roll call.

6.6. *Consider/Approve proposed 2020 Maintenance and Operations Ad Valorem no-new-revenue tax rate of 0.431112 per $100 valuation and proposed 2020 Debt rate of .053828 per $100 valuation for a total 2020*

proposed ad valorem tax rate of $0.484940 per $100 valuation. Mayor Pro Tem Vernon stated that a tax increase of .007562 would pay for recycling which, is a difference of $15 per $200,000 valuation. Councilperson Kuehnel made a motion to table until after item 6.7 was discussed. Councilperson Clark seconded. The vote by roll call was unanimous to table.

6.7. *Consider/Approve proposed FY2021 budget with a total income of $2,132,233.69, maintenance and operations expenses of $2,036,980.95, debt expense of $150,933.00, and monies from reserved funds of $55,680.26 to support the budget.* Mayor Pro Tem Vernon went over the proposed budget. Councilperson Clark stated that he contacted AmeriWaste and was told that the City can get an 8 yard collection bin at a cost of $71.00 per month and a 6 yard collection bin for the condominiums for $61 per month. These bins would be emptied on a weekly basis. This would increase the proposed budget by $1000. The Principal at Ed White Elementary requested removal of the recycling bin there which is currently a cost of $105 per month. Mayor Pro Tem Vernon made a motion to table until after both the police budget and tax rate were approved. Councilperson Michalak provided a second. The vote to table was unanimous by roll call.

6.8. Mayor Skelton removed *Consider/ Approve the Lakeview Police Department FY 2021 budget* from the table. The original motion was to approve $807,604.03. Councilperson Clark made a motion to amend to disapprove the police budget with no dollar amount. The motion died for lack of a second. Councilperson Michalak made a motion to amend to approve an amount of $750,000 and there was a second by Councilperson Clark. Councilpersons Findley, Mayor Pro Tem Vernon, and Councilperson Kuehnel voted "nay," and Councilpersons Michalak and Clark voted "aye" on the amendment. The amendment did not move forward. Mayor Pro Tem Vernon rescinded her original motion and made a new motion to approve an amount of $787,309 for the police budget. A second was provided by Councilperson Findley. Councilperson Kuehnel made a motion to amend at an amount of $807,604. The motion to amend died due to lack of a second. Vote on the original motion in the amount of $787,309 was called for by Mayor Skelton. Councilpersons Clark, Michalak, Findley, and Mayor Pro Tem Vernon voted "aye" and Councilperson Kuehnel voted "nay." The motion passed so the Lakeview Police Department budget was rejected and the amount approved by Council for the Lakeview Police Department was $787.309.

6.9. Mayor Skelton removed *Consider/Approve proposed 2020 Maintenance and Operations Ad Valorem no-new-revenue tax rate of 0.431112 per $100 valuation and proposed 2020 Debt rate of .053828 per $100 valuation for a total 2020 proposed ad valorem tax rate of $0.484940 per $100 valuation* from the table. Councilperson Clark made a motion to approve a proposed 2020 Maintenance and Operations Ad Valorem no-new-revenue tax rate of 0.431112 per $100 valuation and proposed 2020 Debt rate of .053828 per $100 valuation for a total 2020 proposed ad valorem tax rate of $0.484940 per $100 valuation. Mayor Pro Tem Vernon provided a second. The vote was as follows:
Councilperson Michalak – Aye
Councilperson Findley – Aye
Councilperson Clark – Aye
Councilperson Kuehnel – Aye
Mayor Pro Tem Vernon – Aye
The motion passed.
Mayor Skelton removed *Consider/Approve proposed FY2021 budget with a total income of $2,132,233.69, maintenance and operations expenses of $2,036,980.95, debt expense of $150,933.00, and monies from reserved funds of $55,680.26 to support the budget* from the table. Mayor Skelton stated that the budget will reflect the approved amount of $787,603 for the Lakeview Police Department. The new expense amount will be $2,016,685.92 and the adjusted amount from reserve funds is $35,385.23. Mayor Pro Tem Vernon made a motion to approve the proposed FY2021 budget with a total income of $2,132,233.69, maintenance and operations expenses of $2,016,685.92, debt expense of $150,933.00, and monies from reserved funds of $35,385.23 to support the budget. Councilperson Findley seconded. Mayor Pro Tem Vernon stated that the $1000 would be moved from the computer line item into recycling which would not change the amounts considered in the motion. The vote was as follows:
Councilperson Michalak – Aye
Councilperson Findley – Aye
Councilperson Clark – Aye
Councilperson Kuehnel – Aye
Mayor Pro Tem Vernon – Aye

The motion to approve passed.

7. **Future Agenda Items**

Mayor Pro Tem Vernon stated that she will look into proposing a No Solicitation ordinance for a future agenda.

8. **Adjournmen**t – There being no further business the Mayor adjourned the meeting at 10:53 PM.

ATTEST:

_____ _____

John Skelton
Mayor

Rachel Lewis
City Secretary

SEABROOK

City of El Lago Monthly Statistics

Alarm Date Between {08/01/2020} And {08/31/2020}
and District = "2 "

2 El Lago

Incident	Alarm Date & Time		Arrival Date & Time		Stn	Shift	Response Time
311 Medical assist, assist EMS crew							
20-0200447	08/06/2020	16:43:05	08/06/2020	16:47:02	1	2	00:03:57
20-0200500	08/21/2020	21:32:02	08/21/2020	21:35:40	1	2	00:03:38
			Average Response Time for District/Incident Type				**00:03:48**
555 Defective elevator, no occupants							
20-0200489	08/18/2020	22:24:01	08/18/2020	22:29:15	1	2	00:05:14
			Average Response Time for District/Incident Type				**00:05:14**
561 Unauthorized burning							
20-0200463	08/09/2020	13:57:24	08/09/2020	14:01:44	1	1	00:04:20
			Average Response Time for District/Incident Type				**00:04:20**

Overall Average Response Time for District 00:04:17

Total Incident Count: 4 **Overall Average Response Time: 00:04:17**

SEABROOK

City of El Lago Monthly Statistics

Alarm Date Between {08/01/2020} And {08/31/2020}
and District = "2 "

Total Number of Incidents	5	Total Number of Responding Personnel	21
Average Turnout per Incident	5		

MEMORANDUM

TO: Rachel Lewis and Stacey Fields

FROM: Tom Savage

DATE: August 21, 2020

SUBJECT: Police Budget for FY 20-21

NUMBER: 20-0821-01

The addition of an extra officer for now has been postponed until conditions change. If approved in its current form, the following will be each city's portion for the year:

City of Taylor Lake Village:	$787,309/11 = $71,573.55/month
City of El Lago	$787,309/11 = $71,573.55/month

LAKEVIEW POLICE DEPARTMENT
BUDGET NARRATIVE
FY 20-21 OPTION #2

Salaries and Staffing Levels

At the present time, the Lakeview Police Department is full staff. This was not realized until recently. Before that we were several officers short and consequently, we will end this fiscal year with a surplus again. We have an extra officer that was approved by the mayors of each city that is waiting for completion of a business venture before she takes a full-time position at the Lakeview Police Department. This will give us an extra officer for special assignments (traffic enforcement), relief for vacations/training requirements. Unfortunately, Officer Sullivan has turned in his resignation to be effective in October which will leave us at our normal staffing level again. We will attempt to hire another individual to give us an additional officer should another vacancy occur.

This year like all the others we conducted an extensive salary survey which has been attached for everyone to review. It is understood that we cannot compete with the larger agencies but our main competitors, Nassau Bay and Kemah who are very similar to this department, have widened the gap of their base pay when compared to our department. The Commission formed a budget committee to examine different strategies on how this department could possibly close the gap and yet be sensitive to the financial climate of each city. The results of this committee were to prepare two different options for the cities to examine and then make a choice as to which one would fit them better. The first option proposed was to leave the pay grid as is and not make any adjustments. It also would defer 5K from the Chief's salary to distribute it among the Sergeants. The second option was to take the grid and increase the starting salary of each position by 1%, excluding the position of Chief. It was the opinion of the committee that something needed to be done to avoid a very large increase in the future to remain competitive.

Fringe Benefits

There was a very slight increase in the employee cost of medical coverage. The dynamics of the department have changed where some employees are being covered by other insurance companies from their former employer and some individuals have had their dependents age out of coverage. This has resulted in a reduction of a little over 4%.

Pension Contributions

The Lakeview Police Department currently utilizes the International City Management Association to manage their 457 Plan which is a payroll deferment program similar in nature to a 401K. Employees are allowed to defer their pay into this plan within the limits imposed by the Internal Revenue Service. At the employee's fifth year anniversary, the Lakeview Police Department doubles the employee contribution up to 7% (7%-14% plan). An increase of 17.1% was realized in this category due to another officer finally taking advantage of this retirement provided by the department.

FICA

There is a 2.5% increase in this line item due to the increase in salaries.

Audit

This year there will be a 6% increase in this line item due to the agreement reached several years ago on the progression of costs.

Jail

Although we saw a reduction in this line item this year, the courts will have a warrant officer to attempt to clear out the backlog of warrants that exist.

Outside Services

Although doing our payroll in-house has reduced expenses in this line item, there were other items that consumed most of our savings. There is a 50% increase in this line item due to the fact that we were overly optimistic. Instead, we exceeded our projections by nearly $4,000. Approximately $1,000 was due to medical and psychological examinations on the new employees that were hired this year. We are going to replace our existing website with a more functional website to make it easier for citizens to request service and easier for the department to change information. We have several quotes around 2K.

Dispatching

The City of Webster bills us based on the activity per month. This includes both calls for service and traffic stops. Also, per contract, the cost for the City of Webster to continue dispatching for the department is an increase of 2.5% each year. The activity level this year has dropped off but we anticipate it will go up again once this COVID situation clears up. For several months, the enforcement of expired registration has been placed on hold by the State but we expect to be able to write these citations in the near future which will increase the activity level.

OSSI Maintenance

The League City Consortium has delayed passing through the expense of the additional IT individual to assist with the activity level required to run the Consortium. It is unknown as to when they may ask for our share of the expense. We have been informed that the records management system used by the Consortium will be replaced by another system in the near future because the current package was purchased by another software company that possesses four additional varieties. The Consortium will decide which records management system is the best fit or will have the new owners create a version that contains the best components of all the different programs.

Aircards

Aircards are utilized by the department to connect the in-unit laptops to the server to communicate with dispatch, the Consortium and the other governmental data bases. This will be increased by 16% due to price increase for the service. The department has experienced exceptional quality with this vendor and they automatically upgrade the equipment each year. Other departments utilizing other services are experiencing more problems with their connectivity.

Vehicle Fuel

The department continues to use around 1,000 gallons of fuel each month. Gas prices have trended down and the department has been able to greatly reduce the line item. Not wanting to end of up short in this line item, we have anticipated an increase from this incredibly low price point.

Ve**hicle Maintenance**

We will still have one Dodge Charger in the fleet which have not held up well to the rigors of police work. We are keeping the line item at 20K even though this year we will finish slightly above 20K.

Equipment Maintenance

The department had good experience with existing equipment not breaking down so we are going to hold this line item at its current level.

Property/Liability Insurance

The rates are based on our experience factor and the general costs awarded in the industry.

Capital Expense – Equipment

The Lakeview Police Department will replace the first generation digital in-car video recorder system in P916. A new digital in-car video recorder for $6,100.00 will be placed in the new patrol vehicle. The Flashback 3 System from L-3 is high definition with a smaller lapel microphone.

The department will purchase dual antenna moving radar for the new vehicle for approximately $2,500.

The balance of this line item will be utilized to replace equipment that ceases to work properly and the additional equipment needed to outfit the new patrol car.

Capital Expense - Vehicle

We plan on replacing unit P916 around August. By the time we replace it, it will have well over 100,000 miles. This budget year the department purchased a Chevy Tahoe due to the increase in price of the Ford Explorer to over $37,000. We were able to purchase the Chevy Tahoe at $32,600. The Lakeview Police Department could not purchase another Chevy Tahoe and had to purchase another version of the Ford Explorer at a cost of $33,400. We anticipate we will purchase another Ford Explorer as they seem better suited for police work and the officers stated they are pleased with them.

Summary

This Option will result in a decrease of 2.5% when compared to the last budget approved by the cities. At this particular time, the addition of an additional officer is postponed until conditions change.

Aug-20

LAKEVIEW POLICE DEPARTMENT
BUDGET FY 20-21

OPTION #2

	FY 18-19	FY 19-20	FY 19-20 PROJECTED	FY 20-21 PROPOSED	% CHANGE
FIELD OPERATIONS EXPENSE					
14011 SALARIES - REGULAR	734,000	739,000	695,000	755,000	0.022
14012 SALARIES - VACATION	45,000	45,750	35,000	46,000	0.005
14013 SALARIES - SICK	4,000	4,000	9,500	4,000	0.000
14021 SALARIES - OVERTIME	1,000	1,000	1,000	1,000	0.000
14022 SALARIES - COURT APPEARANCES	-	-	-	-	0.000
14023 SALARIES - HOLIDAY	45,000	45,300	42,000	46,000	0.015
SUBTOTAL - SALARIES	829,000	835,050	782,500	852,000	0.020
14030 FRINGE BENEFITS	324,000	336,000	290,000	322,000	-0.042
14031 PENSION	48,600	41,150	41,150	48,200	0.171
14040 FICA	60,800	63,880	58,000	65,500	0.025
14060 AUDIT	9,000	9,000	9,265	9,540	0.060
14070 TRAINING	3,400	3,400	2,000	3,400	0.000
14080 EMPLOYEE RELATIONS	2,000	2,000	400	2,000	0.000
14210 SUPPLIES	6,000	5,500	5,500	5,500	0.000
14240 JAIL	2,500	2,100	1,200	2,000	-0.048
14310 OUTSIDE SERVICES	14,000	10,000	15,000	15,000	0.500
14311 RADIO AIRTIME LEASE	14,000	14,100	14,100	14,100	0.000
14312 DISPATCHING	62,300	64,000	50,000	55,000	-0.141
14313 OSSI MAINTENANCE	6,500	6,500	800	1,000	-0.846
14314 PHONOSCOPE	5,600	5,500	5,500	5,500	0.000
14315 AIRCARDS	3,300	3,100	3,600	3,600	0.161
14320 LEGAL SERVICES	250	250	200	250	0.000
14390 UNIFORMS	4,000	4,000	13,000	4,000	0.000
14420 VEHICLE FUEL	25,000	25,000	18,000	22,000	-0.120
14430 VEHICLE MAINTENANCE	20,000	20,000	21,000	20,000	0.000
14470 EQUIPMENT MAINTENANCE	6,000	6,000	6,500	6,000	0.000
14700 PROPERTY/LIABILITY INSURANCE	14,000	14,000	15,200	15,200	0.086
14710 WORKMEN'S COMPENSATION	24,000	24,000	20,000	24,000	0.000
14800 TELEPHONE	3,600	2,800	2,700	2,800	0.000
15010 CAPITAL EXPENSE - EQUIPMENT	25,000	25,000	22,000	25,000	0.000
15020 CAPITAL EXPENSE - VEHICLE	26,900	32,800	33,400	33,400	0.018
EXTRA OFFICER (SALARY/FICA/FRINGE/U	-	50,000	-		-1.000
FIELD OPERATIONS TOTAL	1,539,750	1,605,130	1,431,015	1,556,990	-0.030
LEASE - EL LAGO	24,987	24,987	24,987	24,987	
LEASE - TAYLOR LAKE VILLAGE	1,991	1,991	1,991	1,991	
TOTAL EXPENSES	1,566,728	1,632,108	1,457,993	1,583,968	-0.029
USE OF SURPLUS		(6,000)	(1,315)	-	
SALE OF ASSETS	(3,000)	(3,000)	(5,100)	(3,000)	0.000
STATE OF TEXAS - TRAINING	(1,400)	(1,400)	(1,350)	(1,350)	-0.036
ARREST FEES	(9,000)	(6,500)	(5,000)	(5,000)	-0.231
	1,553,328	1,615,208	1,446,543	1,574,618	-0.0251

RESOLUTION NO. 2020-08

A RESOLUTION AUTHORIZING THE CITY OF EL LAGO, TX TO ENTER INTO, A MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC., ("USP") D/B/A/ SERVICE LINE WARRANTIES OF AMERICA ("SLWA") FOR ADVERTISEMENT TO THE CITY'S RESIDENTS OF WARRANTY PLANS FOR REPAIRS OF EXTERNAL WATER LINES, EXTERNAL SEWER LINES, IN-HOME PLUMBING ON RESIDENTIAL PROPERTY.

* * * * * * *

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City of El Lago, TX; and

WHEREAS, the City of El Lago desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan for their external water lines, external sewer lines, and in-home plumbing; and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained within the marketing agreement; and

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of El Lago enters into a three (3) year marketing agreement with Utility Service Partners Private Label, Inc., ("USP") D/B/A/ Service Line Warranties of America ("SLWA") to provide the National League of Cities Service Line Warranty Program.

PASSED, APPROVED AND ADPOTED this the **2nd day of September, 2020.**

ATTEST:

_____
John Skelton
Mayor
City of El Lago, Texas

_____
Rachel Lewis
City Secretary
City of El Lago, Texas

RECOMMENDATION: It is recommended that the City Council authorize the City Mayor, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC will help the City of El Lago to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of $0.50 per product per month for the duration of the program.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damages that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	$5.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
External Sewer Line	$7.75	Unlimited	Unlimited Calls $8,500 Per Call	$0.50 per contract per month
In-Home Plumbing	$9.99	Unlimited	Unlimited Calls $3,000 Per Call	$0.50 per contract per month

IMPLEMENTATION: The NLC Service Line Program will utilize the City logo to brand the materials used to educate City customers about our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval.

FINANCIAL IMPACT: No cost to the city to participate and the city would receive $0.50 per product per month royalty.

MARKETING AGREEMENT

This MARKETING AGREEMENT ("**Agreement**") is entered into as of [_____, 20__] ("**Effective Date**"), by and between the City of El Lago, Texas ("**City**"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("**Company**"), herein collectively referred to singularly as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City ("**Property Owner**"); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a "**Product**" and collectively, the "**Products**"); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license ("**License**") to use City's name and logo or other branding ("**Marks**"), on letters, bills and marketing materials to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. City agrees that it will not extend a similar license to any competitor of Company during the Term (as defined in Section 3 below).

B. Property Owner Data. If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the

Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as **"Property Owner Data"**. Property Owners Data shall be and remain City's property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations ("**Applicable Laws**"); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member ("**Member**") and, following such purchase, all data in Company's control or possession relating to Members is Company's property.

3. **Term.** The term of this Agreement ("**Initial Term**") shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**", and collectively with the Initial Term, the "**Term**") unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated or planned prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A ("**License Fee**") during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the "**Indemnifying Party**") hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, "**Indemnitee**") harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, "**Claim**"), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: John Skelton
City of El Lago
411 Tallowood Dr
El Lago, TX 77586-6060
Email: jskelton@ellago-tx.gov
Phone: (281) 326-1951

To: Company:
ATTN: Chief Sales Officer
Utility Service Partners Private Label, Inc.
4000 Town Center Boulevard, Suite 400
Canonsburg, PA 15317
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Texas, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

CITY OF EL LAGO

_____

Name:

Title:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

_____

Name: Michael Backus

Title: Chief Sales Officer

Exhibit A
NLC Service Line Warranty Program
City of El Lago
Term Sheet
August 3, 2020

I. Initial Term. Three years

II. License Fee. $0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:

A. City logo and name on letterhead, advertising, signature line, billing, and marketing materials.

III. Products.

A. External water service line plan (initially, $5.75 per month)
B. External sewer/septic line plan (initially, $7.75 per month)
C. Interior plumbing and drainage plan (initially, $9.99 per month)

Company may adjust the foregoing Product fees; provided, that any such adjustment shall not exceed $.50 per month in any 12-month period, unless otherwise agreed by the Parties in writing. Pricing does not include taxes.

IV. Scope of Coverage.

A. External water service line plan:
- Property Owner responsibility: From the meter to the external wall of the home.
- Covers well service lines if applicable.

B. External sewer/septic line plan:
- Property Owner responsibility: From the external wall of the home to the main.
- Covers septic lines if applicable.

C. Interior plumbing and drainage plan:
- Water supply pipes and drainage pipes within the interior of the home.

V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year, comprised of up to six mailings and such other channels as may be mutually agreed. Initially, Company anticipates offering the Interior plumbing and drainage plan Product via in-bound channels only.