



**AGENDA**  
**WATAUGA CITY COUNCIL**  
**MONDAY, APRIL 13, 2020**  
**6:30 PM**

The meeting will be held via videoconference using WEBEX.

If you wish to view-only, the meeting will be streamed “live” on our web-site at the normal location: <https://www.cowtx.org/1403/Agendas-and-Minutes>

If you wish to comment during the meeting, you may do so by registering using the form located at: <https://www.cowtx.org/comments>. You will have the option to join the virtual meeting and comment “live” at the appropriate time using a computer, Android device, iOS device and/or a phone. Or, you can provide your comments at the time of registration and they will be read into the record for you.

**EMERGENCY ALERT** COVID-19 Emergency Update Information  
Read On...

Count - Increase your productivity, customize your experience, and engage in information you care about.

Comprehensive Plan Update

Conducting Elections

Welcome Info

Transparency

Forms

Mobile Apps

On-line Payment Center

Public Works Construction Updates

Rufe Snow Improvement Project

Strategic Planning

Street Sweeper Schedule

West Nile Virus

Disclaimers

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#### City Council - April 13, 2020 Comment Registration

[Sign in to Save Progress](#)

Members of the public are invited and encouraged to attend all public meetings that are not closed to the public in accordance with the Texas Open Meetings Act. Public input is encouraged during Public Testimony, Public Hearings or Action sections of a meeting agenda. As authorized by the Executive Orders issued by the Texas Governor; the City is making special provisions to allow the public to comment at this meeting. The meeting will be hosted using WEBEX. "Live" participation is limited. A person desiring to comment "live," during the meeting must register in advance using this form. Once registered, citizens will be provided with the meeting link information on a first come, first served basis until all slots have been filled.

Citizens may also provide their comments in writing. ALL COMMENTS MUST BE RECEIVED NO LATER THAN 1 HOUR PRIOR TO THE MEETING. All written comments must comply with applicable decorum rules for comments made during a public meeting of the Watauga City Council to be read into the record. Up to three minutes shall be allotted for each written comment to be read into the record of the meeting. All timely comments will be read into the record of the meeting at the appropriate time during the meeting.

While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are considered untimely and may not be recognized and read during the meeting.

First Name\*

Last Name\*

Enable Google

“Live” meeting space is limited and will be provided on a first come, first served basis. If you select the “live” meeting option, the WEBEX meeting details will be emailed to you at the e-mail address you provide during registration. You will be responsible for ensuring that you are available in the WEBEX meeting at the time public testimony is requested and that you have a microphone or have called in via telephone so that your comments can be heard.

A copy of the agenda packet for this meeting may be obtained here:  
<https://www.cowtx.org/1403/Agendas-and-Minutes>. A recording of this meeting will be made available on-line at the city's website as soon as practicable after the meeting.

## **CALL TO ORDER**

## **ANNOUNCEMENTS**

**PUBLIC TESTIMONY** Members of the public are invited and encouraged to attend all public meetings of the Watauga City Council that are not closed to the public in accordance with the Texas Open Meetings Act. It is the desire of the City Council that citizens actively participate in the City's governance system and processes. Public input to the City Council is encouraged during the Public Testimony, Public Hearings, or Action Item sections of a meeting agenda. As authorized by the Executive Orders issued by the Texas Governor; the City is making special provisions to allow the public to comment at this meeting. ANYONE WHO DESIRES TO MAKE A COMMENT, AT THIS MEETING, WHETHER IT PERTAINS TO ANY ITEM ON THIS AGENDA, IT IS INTENDED TO BE MADE DURING ANY PUBLIC HEARING CONDUCTED AT THIS MEETING, OR OTHERWISE, MUST EITHER SEND THEIR COMMENT IN WRITING TO "comments@cowtx.org" NO LATER THAN one (1) hour prior to the meeting or ATTEND THE MEETING USING THE INFORMATION PROVIDED ABOVE AND SPEAK WHEN CALLED UPON. All written comments must comply with applicable decorum rules for comments made during a public meeting of the Watauga City Council to be read into the record. Up to three minutes shall be allotted for each written or oral comment to be read/spoken into the record of the meeting. All timely written comments will be read into the record of the meeting at the appropriate time during the meeting.

While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are considered untimely and may not be recognized and read during the meeting. The City is further not responsible for internet connection speeds or any other technologic interference which may occur which impairs any member of the public from attending or participating in this meeting.

## **PRESENTATIONS**

1. Presentation of Service Awards for City of Watauga Employees celebrating a milestone anniversary during the month of April 2020  
**Andrea Gardner, City Manager**
2. Presentation on Tarrant County Census 2020 - You Count!  
**Randy Richards, CFM, Building Official**  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**
3. Presentation of a Proclamation to recognize Child Abuse Prevention Month  
**Raquel Guajardo, Deputy City Secretary**  
**Andrea Gardner, City Manager**



## CONSENT AGENDA

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas adopting the Watauga Economic Development Corporation Strategic Plan for the fiscal year 2020-2025; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date.  
**Andrea Gardner, City Manager**
2. Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving the advanced funding agreement between the City of Watauga, Texas and the Texas Department of Transportation for the Green Ribbon Program; providing for Severability, providing an effective date (for right-of-way landscaping improvements from North Tarrant Parkway to Watauga Road along Highway US377)  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**
3. Consider action to adopt an Ordinance by the City Council of the City of Watauga, Texas appointing J. Stewart Bass pursuant to Section 30.00006 of the Texas Government Code, Section 8.02 of the Watauga City Charter, and Sections 24-29, 24-30, 24-31, and 24-32 of the Watauga Code of Ordinances, to serve a Municipal Court Judge of the Municipal Court of Record for the City of Watauga; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date  
**Sandra Gibson, CGFO, CGFM, Director of Finance**  
**Andrea Gardner, City Manager**
4. Consider action to adopt an Ordinance by the City Council of the City of Watauga, Texas appointing Lorraine Irby pursuant to section 30.00006 and 30.00008 of the Texas Government Code to serve the Alternate Municipal Court Judge of the Municipal Court of Record for the City of Watauga; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date  
**Sandra Gibson, CGFO, CGFM, Director of Finance**
5. Consider action to adopt an Ordinance of the City of Watauga, Texas amending Chapter 40, Section 40-122 of Watauga Code of Ordinances regulating permitted vehicular speed in school zones; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date

**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**

6. Consider action on an Ordinance by the City Council of the City of Watauga, Texas adopting Sections 2-2 and 2-3 of Chapter 2, Article I of the Code of Ordinances of the City of Watauga, Texas; prohibiting secretly recording certain oral and electronic communications of city employees and city officials; providing for severability; establishing a penalty; and providing an effective date

**Andrea Gardner, City Manager**

7. Consider action on the March 9, 2020 Regular Council meeting minutes and the March 23, 2020, Special Council meeting minutes.

**Raquel Guajardo, Deputy City Secretary**

**Andrea Gardner, City Manager**

8. Consider action to authorize the City Manager to execute a Buy Board contract with the Playground, Shade and Surfacing Depot, LLC for completion of the Capp Smith Park Bench project

**Sal Torres, Parks and Community Services Director**

**Andrea Gardner, City Manager**

9. Consider action to approve the Monthly Financial Report for the period ending February 29, 2020

**Sandra Gibson, CGFO, CGFM, Director of Finance**

**Andrea Gardner, City Manager**

10. Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving a professional services agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for construction on Whitley Road 4; providing for repeal; providing for severability; providing an effective date  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**
11. Consider action to adopt of a Resolution by the City Council of the City of Watauga, Texas approving the purchase of Three 2020 Police Package Chevrolet Tahoes from Caldwell County Chevrolet; providing for repeal; providing for severability; providing an effective date  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Robert Parker, Chief of Police**
12. Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving amendments to the bylaws of Watauga Economic Development Corporation; repealing all resolutions and provisions in conflict herewith; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing for a savings clause; providing for an effective date  
**Andrea Gardner, City Manager**

#### **PUBLIC HEARINGS / ACTION**

1. Conduct a public hearing to receive input on community needs and project selection relative to funds to be received in the 46th Year of Tarrant County's Community Development Block Grant (CDBG) Program  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**
2. Conduct a public hearing on Planning and Zoning Commission Case 20-01, recommendation from the City Manager's Work Group and Planning & Zoning Commission for amendment to the City of Watauga 2016 Comprehensive Plan  
**Randy Richards, CFM, Building Official**  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**

#### **ACTION ITEMS**

1. Discuss and consider action to schedule a Council Meet & Greet Ice Cream Social in May 2020  
**Council Member Scott Prescher**  
**Andrea Gardner, City Manager**  
**Mayor Arthur L. Miner**

2. Discuss and consider action on an Engineering Contract with Burgess Niple, Inc. for the design and construction administration of 46th Year Community Development Block Grant (CDBG) Project  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**
3. Discuss and consider action to adopt a Resolution by the City Council of the City of Watauga, Texas amending Policy 3.01 Recruitment of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for recruiting city personnel; providing for repeal; providing for severability; providing an effective date  
**Marcia Reyna, Human Resources and Civil Service Director**  
**Andrea Gardner, City Manager**
4. Discuss and consider action to appoint a member to Place 4 on the Watauga Economic Development Corporation Board to serve an unexpired term ending on August 31, 2020  
**Andrea Gardner, City Manager**
5. Discussion and action on Resolution by the City Council of the City of Watauga, Texas approving updates to the Comprehensive Plan; providing for severability; and providing an effective date  
**Randy Richards, CFM, Building Official**  
**Paul Hackleman, P.E., CFM, Director of Public Works**  
**Andrea Gardner, City Manager**

## **REPORTS**

1. Report on the projected financial impact of COVID-19  
**Sandra Gibson, CGFO, CGFM, Director of Finance**  
**Andrea Gardner, City Manager**

## **ITEMS FOR FUTURE CITY COUNCIL MEETINGS**

### **EXECUTIVE SESSION / MEETING**

**The City Council will recess its open meeting and reconvene in executive session to discuss the following items pursuant to the below referenced section(s) of the Texas Government Code:**

**The City Council will convene in executive session pursuant to (Texas Open Meetings Act), Chapter 551 of the Texas Government Code, Section 551.074 Personnel Matters and Section 551.071 Consultation with Attorney, which allow the following:**

1. To deliberate upon the annual performance evaluation and updates to the City Manager employment agreement with Andrea Gardner, City Manager, and to seek legal advice of its attorney regarding contract terms  
**Marcia Reyna, Human Resources and Civil Service Director**

## **RECONVENE**

**The City Council will return to open session in the City Council Chamber for possible discussion and action as a result of the Executive Session.**

## **ITEMS OF EXECUTIVE SESSION DELIBERATION**

1. Discuss and consider action on amendments to the City Manager employment agreement between the City and Andrea Gardner  
**Marcia Reyna, Human Resources and Civil Service Director**

## **ADJOURNMENT**

### **Meeting Notices and Reservation of Rights**

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

**Attendance by Other Elected or Appointed Officials:** It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in



discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

### NOTICE

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 (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Thursday, April 9, 2020 before 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





## **AGENDA MEMORANDUM**

**DATE:** February 7, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Presentation of Service Awards for City of Watauga Employees  
celebrating a milestone anniversary during the month of April 2020

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### **BACKGROUND/INFORMATION:**

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

None

### **REVIEWED BY:**

Marcia Reyna, Human Resources and Civil Service Director New -

Andrea Gardner, City Manager

Final Approval - 3/18/2020

*Approved as to form for inclusion on Agenda*



## AGENDA MEMORANDUM

**DATE:** March 6, 2020

**TO:** Honorable City Council Members

**FROM:** Randy Richards, CFM, Building Official  
Paul Hackleman, P.E., CFM, Director of Public Works

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Presentation on Tarrant County Census 2020 - You Count!

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### **BACKGROUND/INFORMATION:**

The Texas population is nearing 30 million people this year. Accurate tracking of residents is needed to assure local communities receive the most of available federal funds for projects such as Community Development Block Grants (CDBG), schools, Housing and infrastructure to name a few.

Each missed person results in approx. \$1,500 in lost revenue from available federal funds.

City Staff are working with Tarrant County to have Census Personnel on site at this years Wataugafest, offering "Mobile Questionnaire Assistance".

### **FINANCIAL IMPLICATIONS:**

N/A

### **RECOMMENDATION/ACTION DESIRED:**

No action required.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. TC Census Slides

### **REVIEWED BY:**

Paul Hackleman, P.E., CFM, Director of Public Works  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 3/30/2020  
Final Approval - 4/2/2020

# THE CENSUS IS COMING!



# 2020 Census Timeline

- **March 12-20:** Letter with info to take survey online
- **March 16-24:** Reminder letter to all housing units
- **March 26-April 3:** Postcard to non-respondents
- **April:** Letter + questionnaire to non-respondents
- **April:** "It's not too late" postcard
- **May-July:** Enumerators visit non-responsive residents



**IT'S EASY!**

Take Online. By Phone. By Mail.

**10** Questions. **10** Minutes.



The Census matters and YOU matter!  
The Census determines elected representation and  
distribution of federal funds to states, counties and cities.

# Protecting the Public

The Census will **NEVER** ask for:

- Personal identification numbers
- Credit card/bank account information
- Monetary donations
- Politically-affiliated contributions



# Watch for Census information in your mailbox in March.



## Your information is **SAFE** and **CONFIDENTIAL**.

It is illegal for the U.S. Census Bureau to share census information.

[www.census.tarrantcounty.com](http://www.census.tarrantcounty.com)

Customer Information Center - 800.923.8282

To receive 2020 Census updates, text **TarrantCounts** to **69310**.





## AGENDA MEMORANDUM

**DATE:** March 9, 2020

**TO:** Honorable City Council Members

**FROM:** Raquel Guajardo, Deputy City Secretary

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Presentation of a Proclamation to recognize Child Abuse Prevention Month

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**BACKGROUND/INFORMATION:**

Present a Proclamation to recognize Child Abuse Prevention Month.

**FINANCIAL IMPLICATIONS:**

N/A

**RECOMMENDATION/ACTION DESIRED:**

This item does not require a recommendation as it is a presentation.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Alliance for Children 2020 4.13.20

**REVIEWED BY:**

Andrea Gardner, City Manager

Final Approval - 4/9/2020

*Approved as to form for inclusion on Agenda*



## *Proclamation*

**WHEREAS**, children are our future and our greatest resource; and

**WHEREAS**, every child deserves a nurturing family and safe environment to grow into a healthy, productive member of the community; and

**WHEREAS**, child abuse is one of our nation's most serious public health problems and threatens the safety of our community; and

**WHEREAS**, in Tarrant County, 5,536 children were confirmed as victims of child abuse or neglect in 2019; and

**WHEREAS**, Alliance For Children provided trauma-informed services to 2,564 children in 2019;

**WHEREAS**, finding solutions to prevent child abuse is a community responsibility and depends on the involvement of all citizens; and

**WHEREAS**, effective child abuse prevention, investigation and treatment programs succeed because of partnerships among public and private agencies, schools, religious organizations, medical services, and the business community.

**NOW, THEREFORE, I, Arthur L. Miner, Mayor of the City of Watauga, do hereby proclaim the month of April**

## **Child Abuse Prevention Month**

and urge all citizens to work together to help reduce child abuse and neglect significantly in the years to come.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Watauga to be affixed this 13<sup>th</sup> day of April, 2020.

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Arthur L. Miner, Mayor

**ATTEST**

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Andrea Gardner,  
City Manager/City Secretary



## AGENDA MEMORANDUM

**DATE:** March 9, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**THROUGH:**

**SUBJECT:** Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas adopting the Watauga Economic Development Corporation Strategic Plan for the fiscal year 2020-2025; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date.

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### **BACKGROUND/INFORMATION:**

In November 2019, the WEDC conducted a strategic planning meeting. On February 25, 2020, the draft Strategic Plan for 2020-2025 was presented to the Board for consideration. The board recommended approval of the attached Strategic Plan.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

City staff recommends the City Council approve Resolution No. 2020-005 approving the WEDC Strategic Plan 2020-2025.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. DRAFT Strategic Plan 2020-2025
2. Resolution Strategic Plan 2020-2025 F

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 3/12/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

Watauga Economic Development  
Corporation

# **STRATEGIC PLAN**

## **FISCAL YEAR 2020-2025**



Andrea Gardner  
City Manager

Delivered:  
February 25, 2020

# Watauga Economic Development Corporation Board



## City Staff



**Andrea Gardner**  
**City Manager/City Secretary**



**Sandra Gibson**  
**Finance**



**Marcia Reyna**  
**Human Resources**



**Sal Torres**  
**Parks and Community Services**



**Denise Wilkinson**  
**Economic Development**



**George Hyde**  
**City Attorney**



**Bradley Fraley**  
**Information Technology**

# Acknowledgements

The City of Watauga would like to recognize the members of the governing body and the following employees for contributing to the development of the City's Strategic Plan.

## Board Members

Arthur L. Miner—Mayor

## Members of City Staff

Andrea Gardner—City Manager/City Secretary

Sandra Gibson—Director of Finance

Sal Torres—Parks & Community Services Director

Marcia Reyna—Human Resources & Civil Service Director

Bradley Fraley—Chief Information Officer

Denise Wilkinson—Economic Development Specialist

# Executive Summary

*“Success is 20% skills and 80% strategy. You might know how to read, but more importantly, what’s your plan to read?”*

*— Jim Rohn*

Strategic planning is a systematic and continuous process where people make decisions about intended future outcomes, how those outcomes are to be accomplished and how success is measured and evaluated. This executive summary is intended to provide an overview of the City of Watauga’s Strategic Planning process.

In the first quarter of each calendar year, the governing body meets to review the City’s Strategic Plan that includes goals and action items for the upcoming fiscal year. Prior to the second quarter of the current calendar year, the governing body finalizes the City’s Strategic Plan by approval through a resolution. Under the current City Administration, the Executive Team will complete its own planning session during the second quarter of the calendar year and develop an Action Plan that provides detailed tasks for completion of the goals and action items assigned by the governing body.



# Strategic Initiatives

1. Maintain sound fiscal management practices and review those practices and provide the Board with a presentation of the annual audit results.
2. Continue to provide monthly financial report to the Board.
3. Develop and implement a Business Retention & Expansion Plan to the Board within one year.
4. Develop an incentive policy for Board recommendation to the City Council within one year.
5. Develop a proposal for Council consideration to include a marketing/public information position in the FY 2021 WEDC Budget at 50% of the salary and benefits required for the position.
6. Develop and implement an advertising/marketing campaign for the Watauga Economic Development Corporation within 2 years.
7. Develop an Economic Development 101 Citizen Academy within 1 year.
8. Develop and include performance metrics in the monthly reporting for the Board within 1 year.
9. Complete a review of City codes impacting economic development and provide a report to the City Council and other required Boards within 2 years.
10. Continue revitalization efforts along Rufe Snow in support of support business.
11. Seek tourism opportunities that will have a positive impact on economic development within the City of Watauga within 2 years.
12. Increase Board Member participation at economic development conferences (ICSC and Retail Live) and include funding in the annual budget for the conferences within 1 year.

## “A Great Place to Live”



“Capp Smith Park located at 5800 Robin Drive and serving as a beautiful and relaxing backdrop for Watauga’s newest 55 Lot Subdivision with average home values of \$292,500.”

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-005

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING THE WATAUGA ECONOMIC DEVELOPMENT CORPORATION STRATEGIC PLAN FOR THE FISCAL YEAR 2020-2025; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga (hereinafter "the City") and the Watauga Economic Development Corporation (hereinafter "the WEDC") are committed to strengthening the City of Watauga with economic development initiatives, future planning, improved business community relationships, creation of the WEDC Brand, new business recruitment, and business retention efforts; and

WHEREAS, The WEDC Strategic Plan for Fiscal Year 2020-2025 provides for the administration of programs and initiatives to strengthen the Corporation and City, the creation of new business attraction and business retention programs for the purpose of continuing to make the City, "A Great Place to Live;" and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The proposed Program, "Watauga Economic Development Corporation Strategic Plan Fiscal Year 2020-2025," set forth in Exhibit "A," attached hereto and incorporated by reference, is hereby adopted.

II.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

III.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

IV.

This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council and upon approval thereof by the Mayor and the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this 13<sup>th</sup> day of April 2020.

APPROVED:

\_\_\_\_\_  
Arthur L. Miner, Mayor

ATTEST:

\_\_\_\_\_  
Andrea M. Gardner, City Manager/City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
George Hyde, City Attorney



## AGENDA MEMORANDUM

**DATE:** February 19, 2020

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, P.E., CFM, Director of Public Works

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving the advanced funding agreement between the City of Watauga, Texas and the Texas Department of Transportation for the Green Ribbon Program; providing for Severability, providing an effective date (for right-of-way landscaping improvements from North Tarrant Parkway to Watauga Road along Highway US377)

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### **BACKGROUND/INFORMATION:**

In May of 2019, the City applied for a second Green Ribbon Program Grant through the Texas Department of Transportation (TxDot). The City was awarded \$400,000 from TxDot. The grant money may only be used for plantings, irrigation and direct associated features.

In November of 2019, the City entered into an agreement for Professional Services in the amount of \$37,900 with Pacheco Koch, LLC, for the Green Ribbon project along Denton Highway. In November of 2017, the City conducted a Public Meeting to gather input from citizens and businesses to select locations, planting style/type, and design recommendations. The Public Meeting input recommended we work on multiple locations at the major intersections of Denton Highway and a low maintenance design style and then proceed to fill in the gaps between the intersections.

We are nearing the 95% Design Plans and TxDot requests we approve, pass a resolution and sign the Advanced Funding Agreement (AFA) for the project. The City of Watauga is only responsible for Utility Relocation, Environmental and Mitigation, Architectural and Engineering Services, and Right of Way (Real Property). Our agreement with Pacheco Koch covers everything except Utility Relocation and Right of Way (Real Property). We do not plan on needing to fund either of these two items. Therefore, other than minor construction cost overruns the City of Watauga has already provided the \$37,900 obligation listed on Attachment C (Project Budget) of the AFA.



## AGENDA MEMORANDUM

We completed the Green Ribbon 1 Project in 2019 with improvements at the major intersections on the west side of Denton Highway (US 377). The Green Ribbon 2 Project shall start at the end of the work near N. Tarrant Parkway and extend to North Park Drive as a complete linear section.

### **FINANCIAL IMPLICATIONS:**

|                                       |         |      |              |
|---------------------------------------|---------|------|--------------|
| Construction                          | Cost    | Est. | \$400,000.00 |
| Grant                                 | Funding |      | \$400,000.00 |
| 2019-20 Budget Available \$ 77,100.00 |         |      |              |

If construction cost exceed \$400,000, the City of Watauga would have to approve and pay for the overages.

### **RECOMMENDATION/ACTION DESIRED:**

Approval of a resolution approving the Advanced Funding Agreement for the Green Ribbon Program on-system between the City of Watauga and the Texas Department of Transportation regarding landscaping improvements from North Tarrant Parkway to Watauga Road on U.S. Highway 377.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Advanced Funding Agreement Cover Letter - Green Ribbon 2 - TxDot - 3-12-20
2. Advanced Funding Agreement - Not Executed - Green Ribbon 2 - TxDot - 3-12-20
3. Resolution approving AFA - TxDot Green Ribbon Program 2020

### **REVIEWED BY:**

Macy Cotton, Legal  
George Hyde, Legal  
Sandra Gibson, CGFO, CGFM, Director of Finance  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 3/30/2020  
Approved - 4/9/2020  
Approved - 4/9/2020  
Final Approval - 4/9/2020





2501 SOUTHWEST LOOP 820 | FORT WORTH, TEXAS 76133-2300 | (817) 370-6500 |

March 12, 2020

Landscape Enhancement  
North Park Drive to South of North Tarrant  
CSJ: 0081-02-073  
City of Watauga

Paul D. Hackleman  
Director of Public Works  
City of Watauga  
7800 Virgil R. Anthony Sr. Blvd  
Watauga, TX 76148

Dear Mr. Hackleman

Attached are two originals of the Advance Funding Agreement between the City of Watauga and the State for the above referenced project.

Please execute both originals and return them to the Fort Worth District, along with the signed resolution.

Mail to: Texas Department of Transportation  
Attn: Rose Rodriguez - Transportation Planning & Development  
2501 S. W. Loop 820  
Fort Worth, Texas 76133

If needed, please place City of Watauga stamps or extra signatures on the back of the agreement to preclude legibility issues.

If you should have any questions concerning this matter, please me at (817) 370-6997.

Sincerely,

Rose Rodriguez  
Contract Administration Manager  
TXDOT - Fort Worth District

Enclosures

OUR VALUES: *People • Accountability • Trust • Honesty*  
OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

|                 |                                 |                                         |                                   |
|-----------------|---------------------------------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 | Federal Highway Administration:         |                                   |
| CSJ #           | 0081-02-073                     | CFDA No.                                | 20.205                            |
| District #      | 02-Fort Worth                   | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 44510                           |                                         |                                   |
| Project Name    | Landscape Enhancement<br>US 377 | AFA Not Used For Research & Development |                                   |

STATE OF TEXAS       §

COUNTY OF TRAVIS   §

**ADVANCE FUNDING AGREEMENT**  
**For**  
**A Green Ribbon Project**  
**On-System**

**THIS AGREEMENT** (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Watauga**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

**WHEREAS**, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

**WHEREAS**, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **Landscape Enhancement US 377**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.



|                 |                                 |                                         |                                   |
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**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

## AGREEMENT

### 1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

|    |                  |                                         |            |
|----|------------------|-----------------------------------------|------------|
| 1  | N/A              | Utilities                               | Article 8  |
| 2. | Local Government | Environmental Assessment and Mitigation | Article 9  |
| 3. | Local Government | Architectural and Engineering Services  | Article 11 |
| 4. | State            | Construction Responsibilities           | Article 12 |
| 5. | N/A              | Right of Way and Real Property          | Article 14 |

### 2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

### 3. Scope of Work

The scope of work for the Project consists of landscape and drip irrigation improvements in the Right of Way along the west side of US 377 from North Park Drive to South of North Tarrant Parkway. Plants shall be drought tolerant and low maintenance. The improvements will begin from south of North Tarrant Parkway and proceed to Watagua Road.

### 4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

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Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

## 5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

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- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

#### 6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

#### 7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

#### 8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

#### 9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

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- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

#### 10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

#### 12. **Construction Responsibilities**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

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change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

### **13. Project Maintenance**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

### **14. Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

### **15. Insurance**

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

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| <b>Project Name</b>    | Landscape Enhancement<br>US 377 | <b>AFA Not Used For Research &amp; Development</b> |                                   |

**16. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

|                                                                                                         |                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Local Government:</b>                                                                                | <b>State:</b>                                                                                                                   |
| City of Watauga<br>ATTN: Public Works Director<br>7800 Virgil R. Anthony Sr. Blvd.<br>Watauga, TX 76148 | Texas Department of Transportation<br>ATTN: Director of Contract Services<br>125 E. 11 <sup>th</sup> Street<br>Austin, TX 78701 |

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**17. Legal Construction**

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**18. Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**19. Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

**20. Compliance with Laws**

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

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**21. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**22. Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

**23. Procurement and Property Management Standards**

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

**24. Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**25. Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of



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materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
  - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 26. **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

|                        |                                         |                                                    |                                          |
|------------------------|-----------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                         | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0081-02-073</b>                      | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>02-Fort Worth</b>                    | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>44510</b>                            |                                                    |                                          |
| <b>Project Name</b>    | <b>Landscape Enhancement<br/>US 377</b> | <b>AFA Not Used For Research &amp; Development</b> |                                          |

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## 27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

|                 |                                 |                                         |                                   |
|-----------------|---------------------------------|-----------------------------------------|-----------------------------------|
| TxDOT:          |                                 | Federal Highway Administration:         |                                   |
| CSJ #           | 0081-02-073                     | CFDA No.                                | 20.205                            |
| District #      | 02-Fort Worth                   | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 44510                           |                                         |                                   |
| Project Name    | Landscape Enhancement<br>US 377 | AFA Not Used For Research & Development |                                   |

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance:  
*The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

## 28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.



|                        |                                         |                                                    |                                          |
|------------------------|-----------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                         | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0081-02-073</b>                      | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>02-Fort Worth</b>                    | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>44510</b>                            |                                                    |                                          |
| <b>Project Name</b>    | <b>Landscape Enhancement<br/>US 377</b> | <b>AFA Not Used For Research &amp; Development</b> |                                          |

## 29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
  1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five executives to the State if:
    - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and

|                        |                                         |                                                    |                                          |
|------------------------|-----------------------------------------|----------------------------------------------------|------------------------------------------|
| <b>TxDOT:</b>          |                                         | <b>Federal Highway Administration:</b>             |                                          |
| <b>CSJ #</b>           | <b>0081-02-073</b>                      | <b>CFDA No.</b>                                    | <b>20.205</b>                            |
| <b>District #</b>      | <b>02-Fort Worth</b>                    | <b>CFDA Title</b>                                  | <b>Highway Planning and Construction</b> |
| <b>Code Chart 64 #</b> | <b>44510</b>                            |                                                    |                                          |
| <b>Project Name</b>    | <b>Landscape Enhancement<br/>US 377</b> | <b>AFA Not Used For Research &amp; Development</b> |                                          |

- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

### 31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services  
Typed or Printed Title

\_\_\_\_\_  
Date

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andrea Gardner  
Typed or Printed Name

\_\_\_\_\_  
City Manager  
Typed or Printed Title

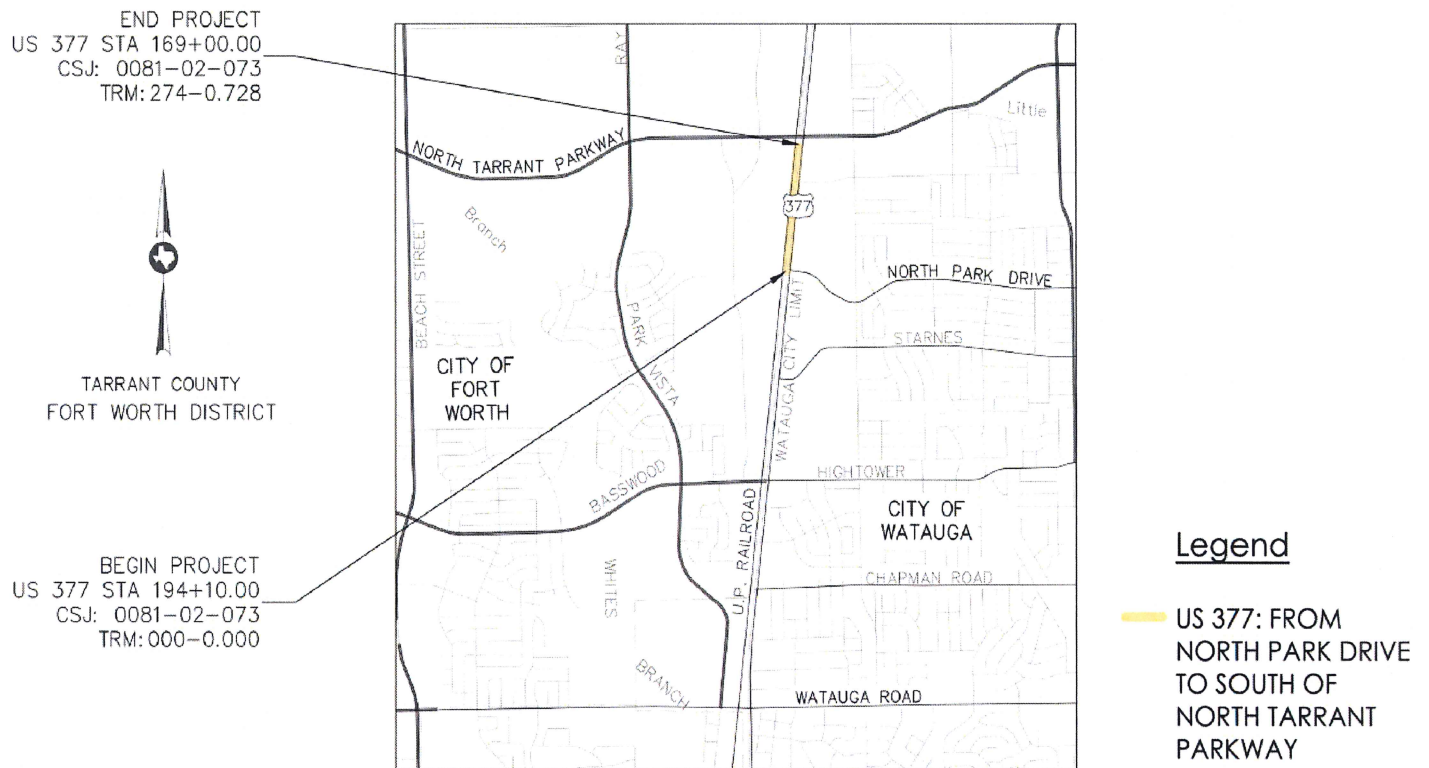
\_\_\_\_\_  
Date

|                 |                                |                                                    |                                   |
|-----------------|--------------------------------|----------------------------------------------------|-----------------------------------|
| TxDOT:          |                                | Federal Highway Administration:                    |                                   |
| CSJ #           | 0081-02-073                    | CFDA No.                                           | 20.205                            |
| District #      | 02-Fort Worth                  | CFDA Title                                         | Highway Planning and Construction |
| Code Chart 64 # | 44510                          |                                                    |                                   |
| Project Name    | Landscape Enhancment<br>US 377 | <i>AFA Not Used For Research &amp; Development</i> |                                   |

**ATTACHMENT A**  
**RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER**

|                        |                                 |                                                    |                                   |
|------------------------|---------------------------------|----------------------------------------------------|-----------------------------------|
| <b>TxDOT:</b>          |                                 | <b>Federal Highway Administration:</b>             |                                   |
| <b>CSJ #</b>           | 0081-02-073                     | <b>CFDA No.</b>                                    | 20.205                            |
| <b>District #</b>      | 02- Fort Worth                  | <b>CFDA Title</b>                                  | Highway Planning and Construction |
| <b>Code Chart 64 #</b> | 44510                           |                                                    |                                   |
| <b>Project Name</b>    | Landscape Enhancement<br>US 377 | <b>AFA Not Used For Research &amp; Development</b> |                                   |

## ATTACHMENT B LOCATION MAP SHOWING PROJECT





|                        |                                 |                                                    |                                   |
|------------------------|---------------------------------|----------------------------------------------------|-----------------------------------|
| <b>TxDOT:</b>          |                                 | <b>Federal Highway Administration:</b>             |                                   |
| <b>CSJ #</b>           | 0081-02-073                     | <b>CFDA No.</b>                                    | 20.205                            |
| <b>District #</b>      | 02-Fort Worth                   | <b>CFDA Title</b>                                  | Highway Planning and Construction |
| <b>Code Chart 64 #</b> | 44510                           |                                                    |                                   |
| <b>Project Name</b>    | Landscape Enhancement<br>US 377 | <b>AFA Not Used For Research &amp; Development</b> |                                   |

### ATTACHMENT C PROJECT BUDGET

Funding for Environmental and Engineering work is allocated based on 100% Local Government funding, with the Local Government responsible for 100% of overruns. Funding for Construction work is allocated based on applicable Federal funding and a fixed amount of State funding, with the State responsible for all overruns.

| Description                               | Total<br>Estimated<br>Cost | Federal<br>Participation |      | State<br>Participation |          | Local<br>Participation |          |
|-------------------------------------------|----------------------------|--------------------------|------|------------------------|----------|------------------------|----------|
|                                           |                            | %                        | Cost | %                      | Cost     | %                      | Cost     |
| Environmental (by<br>Local<br>Government) | \$2,000                    | 0%                       | \$0  | 0%                     | \$0      | 100%                   | \$2,000  |
| Engineering (by<br>Local<br>Government)   | \$35,900                   | 0%                       | \$0  | 0%                     | \$0      | 100%                   | \$35,900 |
| Construction (by<br>State)                | \$400,000                  | \$320,000                |      | \$80,000               |          | \$0                    |          |
| <b>Subtotal</b>                           | <b>\$437,900</b>           | <b>\$320,000</b>         |      | <b>\$80,000</b>        |          | <b>\$37,900</b>        |          |
| Environmental<br>Direct State Costs       | \$100                      | 0%                       | \$0  | 100%                   | \$100    | 0%                     | \$0      |
| Right of Way<br>Direct State Costs        | \$1                        | 0%                       | \$0  | 100%                   | \$1      | 0%                     | \$0      |
| Engineering Direct<br>State Costs         | \$1,795                    | 0%                       | \$0  | 100%                   | \$1,795  | 0%                     | \$0      |
| Utility Direct State<br>Costs             | \$1                        | 0%                       | \$0  | 100%                   | \$1      | 0%                     | \$0      |
| Construction<br>Direct State Costs        | \$57,520                   | \$0                      |      | \$57,520               |          | \$0                    |          |
| Indirect State<br>Costs                   | \$19,793                   | 0%                       | \$0  | 100%                   | \$19,793 | 0%                     | \$0      |
| <b>TOTAL</b>                              | <b>\$517,110</b>           | <b>\$320,000</b>         |      | <b>\$159,210</b>       |          | <b>\$37,900</b>        |          |

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00 This is an estimate. The final amount of Local Government participation will be based on actual costs.



CITY OF WATAUGA, TEXAS  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF WATAUGA TEXAS AND THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE GREEN RIBBON PROGRAM; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the “City”) has adopted a strategic plan to improve the aesthetic appeal of our community; and

WHEREAS, The Texas Department of Transportation (TxDOT) Green Ribbon Program is a cooperative program that works with cities to fund landscape improvements along TxDOT roadways; and

WHEREAS, in May of 2019, the City applied for and received a second Green Ribbon Program grant in the amount of \$400,000 for plantings, irrigation, and direct associated features; and

WHEREAS, the City Council recognizes that it is in the best interest of the citizens of the City of Watauga that the City enter into an Advance Funding Agreement with TxDOT, a contract in with both TxDOT and the City agree to contribute labor and funds to develop or maintain a highway project; and

WHEREAS, in November of 2019, the City entered into an agreement for professional services with Pacheco Koch, LLC for the Green Ribbon Project along Denton Highway; and

WHEREAS, TxDOT and the City have agreed to contract with each other for the construction, inspection, and maintenance of said improvements in an Advance Funding Agreement; and

WHEREAS, the City Council authorizes approval of the Advance Funding Agreement for the Green Ribbon Program between the City of Watauga and TxDOT regarding landscaping improvements from North Tarrant Parkway to Watauga Road on U.S. Highway 377.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga, Texas, hereby adopts the Advance Funding Agreement attached hereto and incorporated by reference herein.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 13<sup>th</sup> day of April 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L, MINER, Mayor

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, City Attorney



## AGENDA MEMORANDUM

**DATE:** March 10, 2020

**TO:** Honorable City Council Members

**FROM:** Sandra Gibson, CGFO, CGFM, Director of Finance

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to adopt an Ordinance by the City Council of the City of Watauga, Texas appointing J. Stewart Bass pursuant to Section 30.00006 of the Texas Government Code, Section 8.02 of the Watauga City Charter, and Sections 24-29, 24-30, 24-31, and 24-32 of the Watauga Code of Ordinances, to serve a Municipal Court Judge of the Municipal Court of Record for the City of Watauga; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date

---

### **BACKGROUND/INFORMATION:**

Since November 2001, Judge Stewart Bass has served as the Municipal Court Judge for the Court of Record. In May, 2016, the City Council reappointed Judge Stewart Bass for a two-year term which will expire in May, 2020.

According to Section 8.02 Judge of the Municipal Court in the Watauga City Charter: The Judge of the Municipal Court shall be appointed by the City Council and serve in accordance with Chapter 30 of the Government Code, as now or hereafter amended, for a term not to exceed two (2) years.

The Judge of the Municipal Court shall hold office for the duration of the term unless removed at the will and discretion of the City Council. If the judge is removed or vacates the office, the City Council shall immediately appoint a qualified person to fill the unexpired term. The Judge of the Municipal Court shall receive such compensation as may be determined by the Council.

### **Alternate Judge:**

Should the City Council wish to reappoint Lorraine Irby as the Alternate Judge, a separate ordinance is provided for Council approval that would allow for the reappointment of Lorraine Irby as Alternate Judge. In the case that Judge Irby's services are utilized, Judge Bass will make arrangements with Judge Irby at a rate



## AGENDA MEMORANDUM

agreed upon by both parties. Judge Bass will be responsible for payment to Judge Irby for all services rendered, and recommends her for the Alternate Judge position.

The attached ordinance has been reviewed and approved by Legal.

### **FINANCIAL IMPLICATIONS:**

Total Budgeted: \$57,000 per annum in FY2019-2020 Budget (General Fund)

### **RECOMMENDATION/ACTION DESIRED:**

City staff respectfully recommends the City Council approve Ordinance No. 2020-011, reappointing J. Stewart Bass as the Municipal Court of Record Judge for the City of Watauga, with a two-year term beginning in May 2020.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. ORDINANCE FOR JUDGE BASS 2020

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 3/16/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

CITY OF WATAUGA, TEXAS  
ORDINANCE NO.2020-011

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPOINTING AN INDIVIDUAL PURSUANT TO SECTION 30.00006 OF THE TEXAS GOVERNMENT CODE, SECTION 8.02 OF THE WATAUGA CITY CHARTER, AND SECTIONS 24-29, 24-30, 24-31, AND 24-32 OF THE WATAUGA CODE OF ORDINANCES, TO SERVE AS MUNICIPAL COURT JUDGE OF THE MUNICIPAL COURT OF RECORD FOR THE CITY OF WATAUGA; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas that:

I.

Pursuant to Section 30.00006 of the Texas Government Code, Section 8.02 of the Watauga City Charter, and Sections 24-29, 24-30, 24-31, and 24-32 of the Watauga Code of Ordinances, the City Council of the City of Watauga does hereby appoint J. Stewart Bass to serve as Judge of the Municipal Court of Record for the City of Watauga.

II.

The term of office for J. Stewart Bass as Judge of the Municipal Court of Record shall be for two (2) years commencing May 1, 2020.

III.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict

with the provisions of this Ordinance, in which such event conflicting provisions, if any in such other ordinance or ordinances are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

V.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the 13<sup>th</sup> day of April 2020.

APPROVED:

---

Arthur L. Miner, Mayor

ATTEST:

---

Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

---

George E. Hyde, City Attorney



## **AGENDA MEMORANDUM**

**DATE:** March 10, 2020

**TO:** Honorable City Council Members

**FROM:** Sandra Gibson, CGFO, CGFM, Director of Finance

**THROUGH:** Andrea Gardner, City Manager  
City Manager

**SUBJECT:** Consider action to adopt an Ordinance by the City Council of the City of Watauga, Texas appointing Lorraine Irby pursuant to section 30.00006 and 30.00008 of the Texas Government Code to serve the Alternate Municipal Court Judge of the Municipal Court of Record for the City of Watauga; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date

---

### **BACKGROUND/INFORMATION:**

In May, 2014, the City Council appointed Ms. Lorraine Irby as the Alternate Municipal Court Judge for a two-year term in the event Judge Bass is unavailable. Ms. Irby has been the presiding Municipal Court Judge for the City of Haltom City since September, 2008 and the presiding Municipal Court Judge for the City of Saginaw since January, 2012. Judge Bass recommends Lorraine Irby for her reappointment as Alternate Judge.

### **FINANCIAL IMPLICATIONS:**

Judge Bass will make arrangements with Judge Irby at a rate agreed upon by both parties. Judge Bass will be responsible for payment to Judge Irby for all services rendered.

### **RECOMMENDATION/ACTION DESIRED:**

City staff respectfully recommends the City Council approve Ordinance No. 2020-012 reappointing Lorraine Irby as the Alternate Municipal Court of Record Judge for the City of Watauga, with a two-year term beginning in May 2020.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. ORDINANCE FOR ALTERNATE JUDGE 2020





## AGENDA MEMORANDUM

**REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 3/16/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

CITY OF WATAUGA, TEXAS  
ORDINANCE NO. 2020-012

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPOINTING LORRAINE IRBY PURSUANT TO SECTION 30.00006 AND 30.00008 OF THE TEXAS GOVERNMENT CODE, TO SERVE AS THE ALTERNATE MUNICIPAL COURT JUDGE OF THE MUNICIPAL COURT OF RECORD FOR THE CITY OF WATAUGA; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas that:

I.

Pursuant to Section 30.00006 and 30.00008 of the Texas Government Code, the City Council of the City of Watauga does hereby appoint Lorraine Irby to serve as the Alternate Judge of the Municipal Court of Record for the City of Watauga.

II.

The term of office for Lorraine Irby to serve as the Alternate Judge of the Municipal Court of Record shall be for two (2) years commencing May 1, 2020.

III.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas and this Ordinance shall not operate to repeal or affect any such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which such event conflicting provisions, if any in such other ordinance or ordinances are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

V.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the 13<sup>th</sup> day of April 2020.

APPROVED:

\_\_\_\_\_  
Arthur L. Miner, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
George E. Hyde, City Attorney

CITY OF WATAUGA, TEXAS  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS  
AMENDING CHAPTER 40, SECTION 40-122 OF WATAUGA  
CODE OF ORDINANCES REGULATING PERMITTED  
VEHICULAR SPEED IN SCHOOL ZONES; PROVIDING  
THAT ALL ORDINANCES IN CONFLICT HERewith ARE  
HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN  
CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING  
AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Watauga, Texas (“City”) has identified certain school zone signage posted in the City that is inconsistent with the requirements listed in the City Ordinances; and

WHEREAS, the City of Watauga has an interest in harmonizing posted signage and the need to make uniform school zone times and locations around the City; and

WHEREAS, the City Council of the City of Watauga has the authority to alter the maximum speed limit on any street in accordance with Section 40-118, Code of Ordinances of the City of Watauga; and

WHEREAS, the City Council of the City of Watauga finds that the amended times listed, and speed limits posted are reasonable and are in the best interests of the public safety of the residents of Watauga;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas as follows:

**I.**

The foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

**II.**

The City of Watauga Code of Ordinances is hereby amended by deleting Section 40-122 of Chapter 40 thereof and substituting therefor a new Section 40-122 to Chapter 40 to read as follows:

Sec. 40-122. –School Zones.

- (a) On a day classroom instruction or another school activity is in session, a person may not operate a vehicle at a speed greater than the maximum prima facie speed limit in a school zone if:

- a. A posted sign indicating the speed limit is equipped with one or more flashing amber lights in operation; or
  - b. The sign indicating the school zone or another traffic control device giving notice of the school zone is posted.
- (b) Proof that a flashing amber light is in operation on any day constitutes prima facie evidence that classroom instruction or another school activity is in session.
- (c) It shall be unlawful for any person to drive or operate a vehicle, except on a roadway with four (4) or more marked traffic lanes, through a school zone as designated and established in this section, in such a manner as to overtake and pass another vehicle being driven in the same direction upon the same street within the school zone.
- (d) School zones are designated in the following table:

| <b>Street and Extent</b>                                                              | <b>Speed Limit</b> | <b>Listed Times</b>                 |
|---------------------------------------------------------------------------------------|--------------------|-------------------------------------|
| Shipp Dr. from 91 ft. east of Lalagray Ln. to 137 ft. west of Maurie Dr.              | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Maurie Dr. from 13 ft. north of Shipp Dr. to 98 ft. south of Barry Dr.                | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Whitley Rd. from 181 ft. south of Saramac Dr. to 143 ft. south of Shipp Dr.           | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Hanson Dr. from 133 ft. east of Lalagray Ln. to Whitley Rd.                           | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Gayle Dr. from Shipp Dr. to Hanson Dr.                                                | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Watauga Rd. from 203 ft. east of Whitley Rd. to 135 ft. east of Stardust Dr. N.       | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Maurie Dr. from 39 ft. south of Maurie Dr. to 88 ft. north of Watauga Rd.             | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Maurie Dr. from 106 ft. north of Barry Dr. to 189 ft. south of Watauga Rd.            | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| 6305 Stardust Dr. North from 120 ft. south of Dream Ln. to Watauga Rd.                | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Whispering Lane from 131 ft. west of Stardust Dr. North to 39 ft. east of Saramac Dr. | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Brookdale Dr. from 88 ft. north of Whispering Ln. to 62 ft. south of Chapman Rd.      | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Chapman Rd. from 147 ft. west of Echo Hill Dr. to 188 ft. east of Bernadine St.       | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |
| Whitley Rd. from 318 ft. south of Whispering Ln. to 248 ft. north of Whispering Ln.   | 20 mph             | 7:00am - 9:00am and 2:00pm - 4:30pm |

|                                                                                      |        |                                     |
|--------------------------------------------------------------------------------------|--------|-------------------------------------|
| Hightower Drive from 326 ft. east of Denton Highway to 29 ft. west of Bennington Dr. | 20 mph | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Maple Hill Rd. from 134 ft. south of Hickoryhill Rd. to 80 ft. south of Starnes Rd.  | 20 mph | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Hickoryhill Rd. from 245 ft. west of Maple Hill Rd. to 214 ft. east of Whitley Rd.   | 20 mph | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Starnes Rd. from 95 ft. east of Kelly Lynn Ln. to 161 ft. east of Indian Springs Rd. | 20 mph | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Whitley Rd. from 77 ft. north of Judy Dr. to 110 ft. south of North Park Dr.         | 20 mph | 7:00am - 9:00am and 2:00pm - 4:00pm |
| Bursey Rd. from 294 ft. west of Whitley Rd. to 61 ft. west of Willis Ln.             | 20 mph | 7:15am – 9:00am and 2:20pm – 4:15pm |
| Whitley Rd. from 50 ft. south of Hillview Dr. to 89 ft. south of North Tarrant Pkwy. | 20 mph | 7:15am – 9:00am and 2:20pm – 4:15pm |

### III.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas, and this ordinance shall not operate to repeal or affect any of such other ordinances, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinances, in which event such conflicting provisions, if any, in such other ordinance(s) are hereby repealed.

### IV.

In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Watauga, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

### V.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 13th day of April 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L. MINER, MAYOR

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE E. HYDE, CITY ATTORNEY

## School Zone Flasher and Sign Location List



### Watauga Elementary BISD

| Type    | Physical Location (if applicable)                               | Encompassing Block | Speed Limit | Listed Times                      | Distance from Nearest Intersection | Notes                               |
|---------|-----------------------------------------------------------------|--------------------|-------------|-----------------------------------|------------------------------------|-------------------------------------|
| Flasher | 5702 Shipp Dr                                                   | 5700 Shipp Dr      | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 91 ft. East of Shipp/Lalagray      | 5700 Shipp To 5900 Shipp            |
| Flasher | 5929 Shipp Dr                                                   | 5900 Shipp Dr      | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 137 ft. West of Shipp/Maurie       |                                     |
| Sign    | 5840 Maurie Dr                                                  | 5800 Maurie Dr     | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 13 ft. North of Maurie/ Shipp      | 5800 Maurie to 5900 Maurie          |
| Sign    | 5957 Maurie Dr                                                  | 5900 Maurie Dr     | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 98 ft. South of Maurie/Barry       |                                     |
| Sign    | 6025 Whitley Rd                                                 | 6000 Whitley Rd    | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 181 ft. South of Whitley/Saramac   | 6000 Whitley to 5800 Whitley        |
| Sign    | Sideyard of 5901 Cimarron, Haltom City                          | 5800 Whitley Rd    | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 143 ft. South of Whitley/Shipp     |                                     |
| Sign    | 5708 Hanson Dr                                                  | 5700 Hanson Dr     | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 133 ft. East of Hanson/Lalagray    | 5700 Hanson to Whitley School Zone  |
| Sign    | Across from 5905 Gayle Dr,<br>School Property @ 5937 Whitley Rd | 5900 Gayle Dr      | 20 mph      | 7:00am - 9:00am and 2:00 - 4:00pm | 132 ft. North of Shipp/Gayle Dr.   | 5900 Blk Gayle from Shipp to Hanson |



## School Zone Flasher and Sign Location List



### Watauga Middle School and Grace E Hardemann BISD

| Type    | Physical Location (if applicable)     | Encompassing Block |        | Listed Times                        | Distance from Nearest Intersection   | Notes                                            |
|---------|---------------------------------------|--------------------|--------|-------------------------------------|--------------------------------------|--------------------------------------------------|
| Flasher | 5828 Watauga Rd                       | 5800 Watauga Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 203 ft East of Watauga/Whitley Rd    | 5800 Watauga Rd to 6300 Watauga Rd               |
| Sign    | 6124 Watauga Rd                       | 6100 Watauga Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 159 ft. East of Watauga/Maurie Dr.   | Within Flasher Zone (Watauga Rd)                 |
|         | Watauga Middle School Property @ 6300 |                    |        |                                     |                                      |                                                  |
| Sign    | Maurie                                | 6100 Watauga Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | At Intersection Watauga/Maurie Dr    | At Signal Within Flasher Zone (Watauga Rd)       |
| Sign    | 6101 Watauga Rd                       | 6100 Watauga Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 65 ft. West of Watauga/Maurie Dr.    | Within Flasher Zone (Watauga Rd)                 |
| Flasher | 6305 Watauga Rd                       | 6300 Watauga Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 135 ft. East of Watauga/Stardust     |                                                  |
| Sign    | Sideyard of 6036 Whispering Ln        | 6400 Maurie Dr     | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 39 f ft. South of Maurie/ Whispering | 6400 Maurie to 6300 Maurie (North of Watauga Rd) |
| Sign    | School Parking lot 6300 Maurie Dr     | 6300 Maurie Dr     | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 88 ft. North of Maurie/Watauga Rd    |                                                  |
| Sign    | 6000 Maurie Dr                        | 6000 Maurie Dr     | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 106 Ft North of Maurie/Barry         | 6000 Maurie to 6200 Maurie (South of Watauga Rd) |
| Sign    | 6233 Maurie Dr                        | 6200 Maurie Dr     | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 189 ft. South of Maurie/Watauga      |                                                  |
| Sign    | 6305 Stardust Dr N                    | 6300 Stardust Dr N | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 120 ft. South of Stardust/Dream      | 6300 Stardust to Watauga Rd School Zone          |
| Sign    | 6259 Whispering Ln                    | 6200 Whispering Ln | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 131 ft. West of Whispering/Stardust  | 6200 Whispering Ln to 6000 Whispering Ln         |
| Sign    | Sideyard of 5961 Richard Dr           | 6000 Whispering Ln | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 141 ft. East of Whispering /Richard  | Within School Zone Whispering Ln                 |
| Sign    | 6000 Whispering Ln                    | 6000 Whispering Ln | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 39 ft. East of Whispering/Saramac    |                                                  |
| Sign    | 6500 Brookdale Dr.                    | 6500 Brookdale Dr  | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 88 ft. North of Brookdale/Whispering | 6500 Brookdale to 6600 Brookdale                 |
| Sign    | Sideyard of 6063 Oakdale              | 6500 Brookdale Dr  | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 28 ft South of Brookdale/Pinedale    | Within School Zone Brookdale                     |
| Sign    | 6600 Brookdale Dr                     | 6600 Brookdale Dr. | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 37 ft. North of Brookdale/Pinedale   | Within School Zone Brookdale                     |
| Sign    | Sideyard of 6063 Summerdale           | 6600 Brookdale Dr  | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 62 ft. South of Brookdale/Chapman    |                                                  |
| Flasher | 6002 Chapman Rd                       | 6000 Chapman Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 147 ft. West of Chapman/Echo Hill    | 6000 Chapman Rd to 6300 Chapman Rd               |
| Flasher | 6301 Chapman Rd                       | 6300 Chapman Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 188 ft. East of Chapman/Bernadine    |                                                  |
| Flasher | 6401 Whitley Rd                       | 6400 Whitley Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 318 ft. South of Whitley/Whispering  | 6400 Whitley Rd to 6400 Whitley Rd               |
| Flasher | 6441 Whitley Rd                       | 6400 Whitley Rd    | 20 mph | 7:00am - 9:00am and 2:00pm - 4:30pm | 248 ft. North of Whitley/Whispering  |                                                  |

## School Zone Flasher and Sign Location List



### Harvest Christian Academy Private School

| Type    | Physical Location (if applicable) | Encompassing Block |        | Listed Times                      | Distance from Nearest Intersection   | Notes                                  |
|---------|-----------------------------------|--------------------|--------|-----------------------------------|--------------------------------------|----------------------------------------|
| Flasher | 5708 Hightower Dr                 | 5700 Hightower Dr  | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 326 ft. East of Hightower/Denton Hwy | 5700 Hightower Dr to 5800 Hightower Dr |
| Flasher | South End of Capp Smith Park      | 5800 Hightower Dr  | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 29 ft. West of Hightower/Bennington  |                                        |

### Whitley Road Elementary KISD

| Type    | Physical Location (if applicable)           | Encompassing Block   |        | Listed Times                      | Distance from Nearest Intersection      | Notes                                        |
|---------|---------------------------------------------|----------------------|--------|-----------------------------------|-----------------------------------------|----------------------------------------------|
| Sign    | 7528 Maplehill Rd.                          | 7500 Maplehill Rd    | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 134 ft. South of Maplehill/Hickory Hill | 7500 Maplehill Rd to 7600 Maplehill Rd       |
| Sign    | Across the street from 7636 Maplehill Rd    | 7600 Maplehill Rd    | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 80 ft. South of Maplehill/Starnes       |                                              |
| Sign    | Across the street from 6004 Hickory Hill Rd | 6000 Hickory Hill Rd | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 245 ft. West of Hickory Hill/Maplehill  | 6000 Hickory Hill Rd to 5900 Hickory Hill Rd |
| Sign    | 5908 Hickory Hill Rd                        | 5900 Hickory Hill Rd | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 214 ft. East of Hickory Hill/Whitley Rd |                                              |
| Flasher | Capp Smith North Parking Lot                | 5800 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 95 ft. East of Starnes/Kelly Lynn       | 5800 Starnes to 6400 Starnes                 |
| Sign    | Across street from Parkview Dr              | 6000 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | At Starnes/Parkview                     | Cross street sign                            |
| Sign    | Across from Spring Dr.                      | 6000 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | At Starnes/Spring Dr                    | Cross street sign                            |
| Sign    | 6100 Starnes Rd                             | 6100 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 92 ft. West of Starnes/Whitley Rd       | Within School Zone Starnes                   |
| Sign    | 6200 Starnes Rd                             | 6200 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 77 ft. East of Starnes/Whitley Rd       | Within School Zone Starnes                   |
| Flasher | 6349 Starnes Rd                             | 6300 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 207 ft. West of Starnes/Indian Springs  | Within School Zone Starnes                   |
| Sign    | 6409 Starnes Rd                             | 6400 Starnes Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 161 ft. East of Starnes/Indian Springs  |                                              |
| Flasher | 7402 Whitley Rd                             | 7400 Whitley Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 77 ft. North of Whitley/Judy            | 7400 Whitley Rd to 7700 Whitley Rd           |
| Sign    | 7600 Whitley Rd                             | 7600 Whitley Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 74 ft. South of Whitley/Starnes         | Within School Zone Whitley                   |
| Sign    | 7700 Whitley Rd                             | 7700 Whitley Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 77 ft. North of Whitley/Starnes         | Within School Zone Whitley                   |
| Flasher | 7745 Whitley Rd                             | 7700 Whitley Rd      | 20 mph | 7:00am - 9:00am and 2:00 - 4:00pm | 110 ft. South of Whitley/North Park Dr  |                                              |

### Keller Center for Advanced Learning and Indian Springs Middle School KISD

| Type    | Physical Location (if applicable)    | Encompassing Block |        | Listed Times                        | Distance from Nearest Intersection    | Notes                                |
|---------|--------------------------------------|--------------------|--------|-------------------------------------|---------------------------------------|--------------------------------------|
| Flasher | Across from Parkway Terrace Addition | 8000 New Bursey Rd | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | 294 ft. West of New Bursey/Whitley    | 8000 New Bursey Rd to 5900 Bursey Rd |
| Sign    | Intersection of Bursey/Whitley       | 5900 Bursey Rd     | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | 87 ft. East of Bursey/Whitley         | Within School Zone Bursey            |
| Sign    | Across from Indian Springs Dr        | 5900 Bursey Rd     | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | At intersection Bursey/Indian Springs | Within School Zone Bursey            |
| Flasher | Intersection of Bursey/Willis        | 5900 Bursey Rd     | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | 61 ft. West of Bursey/Willis          |                                      |
| Flasher | Sidyard of 5900 Hillview             | 8200 Whitley Rd    | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | 50 ft South of Whitley/Hillview       | 8200 Whitley Rd to 8300 Whitley Rd   |
| Flasher | 8300 Whitley Rd                      | 8300 Whitley Rd    | 20 mph | 7:15am - 9:00am and 2:20pm - 4:15pm | 89 ft. South of Whitley/North Tarrant |                                      |



## AGENDA MEMORANDUM

**DATE:** March 10, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**THROUGH:**

**SUBJECT:** Consider action on an Ordinance by the City Council of the City of Watauga, Texas adopting Sections 2-2 and 2-3 of Chapter 2, Article I of the Code of Ordinances of the City of Watauga, Texas; prohibiting secretly recording certain oral and electronic communications of city employees and city officials; providing for severability; establishing a penalty; and providing an effective date

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### **BACKGROUND/INFORMATION:**

Watauga's Personnel Policies prohibit city employees from recording communications with co-workers or supervisors without advanced notice and approval by the City Manager. The City's Personnel Policies includes the following under Policy 10.10 Section C (Conduct), subsection 2(d):

"Recording any conversation with a coworker or supervisor without first obtaining the approval of the co-worker or supervisor to record the conversation unless authorized by the City Manager."

The policy doesn't apply to elected and appointed officials or members of the public who come into contact with city employees everyday. Recordings by city employees, public officials and board and committee members may become records of the city pursuant to the temporary custodian law and must be retained pursuant to the state mandated document retention schedule. The City Manager has a duty to protect and preserve all public information as a requirement of Texas law. Thus the attached ordinance is included for Council consideration.

Creating a requirement to give advanced notice of the intent to record oral or electronic communications by and between city employees and city officials and the public serves a public purpose by identifying and locating information which may assist in the delivery of public professional services, may identify information which may need to be retained in accordance with state document retention requirements, and will protect against the illegal invasion of personal privacy rights as established by state law pursuant to



## **AGENDA MEMORANDUM**

Section 123.004 of the Texas Civil Practice and Remedies Code and Section 16.02 of the Texas Penal Code.

Giving advanced notice of the intent to record will aid in the prevention of the unlawful interception, use, or disclosure of oral or electronic communications in connection with city business, as those acts are described by Section 16.02, Texas Penal Code. The purpose of this ordinance is to increase transparency and candor among all city official and city employee conduct and members of the public.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

City staff recommends approval of Ordinance No. 2020-013 prohibiting the recording of conversations with members of Watauga staff.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Ordinance Prohibiting Secretly Recording Oral and Electronic Communications - Watauga F

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 4/8/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

CITY OF WATAUGA, TEXAS  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING SECTIONS 2-2 AND 2-3 OF CHAPTER 2, ARTICLE I OF THE CODE OF ORDINANCES OF THE CITY OF WATAUGA, TEXAS; PROHIBITING SECRETLY RECORDING CERTAIN ORAL AND ELECTRONIC COMMUNICATIONS OF CITY EMPLOYEES AND CITY OFFICIALS; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Council of the City of Watauga, Texas (“City”) recognizes the need to ensure notice of the creation of a record related to the conduct of official city business; and,

**WHEREAS**, the City Council finds City Personnel Policies prohibit city employees from recording communications with co-workers or supervisors without advanced notice and approval by the City Manager; and

**WHEREAS**, the City Council finds that nothing currently prohibits a person from secretly recording the oral or electronic communications of official business between city employees and officials and members of the public; and

**WHEREAS**, the City Council finds that advanced notice of the intent to record oral or electronic communications by and between city employees and city officials and the public would serve a public purpose by identifying and locating information which may assist in the delivery of professional public services; identify information which may need to be retained in accordance with state document retention requirements, and will protect against the illegal invasion of personal privacy rights established by state law as recognized in Texas Civil Practices and Remedies code 123.004 and Texas Penal Code Section 16.02; and,

**WHEREAS**, The City Council finds that an advance notice requirement will aid in the prevention of the unlawful interception, use, or disclosure of oral or electronic communications in connection with city business, as those acts are described by Section. 16.02, Texas Penal Code; and

**WHEREAS**, The City Council finds establishing a local advanced notice requirement before a person records an oral or electronic communication regarding official city business will increase transparency and candor among all city official and city employee conduct and members of the public;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Watauga, Texas as follows:

I.

The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City of Watauga Code of Ordinances is hereby amended to add Sections 2-2 and 2-3 to Chapter 2, Article I to provide as follows:

**Sec. 2-2.- Secretly Recording Oral and Electronic Communications of City Officials or Employees Prohibited; Exceptions**

- a) It is unlawful for a person to record an oral or electronic communication regarding official business of the City of Watauga by or between city employees, city officials, or by or between any combination of city employees, city officials and third-persons without first providing sufficient advanced notice to those being recorded that a recording of the oral or electronic communication will occur. City officials, for the purpose of this prohibition, include any elected or appointed official of the city or volunteer board and committee member appointed by the Mayor.
- b) This prohibition does not apply to a recording:
  - 1) of the public portion of any public meeting conducted pursuant to the Texas Open Meetings Act;
  - 2) of official law enforcement activities by any person;
  - 3) authorized by or conducted pursuant to any city policy, Texas or federal law or court order; or,
  - 4) captured by legally operated security devices installed or deployed on or within any structure.
- c) Advanced notice is conclusively established if the recording begins with an announcement of the notice of the recording and includes acknowledgement by the party or parties being recorded.

**Sec. 2-3.-Penalty**

Any person who violates any of the provisions of Section 2-2 shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty provision in Section 1-7. Each day that a violation is permitted to exist shall constitute a separate offense and shall be punishable as such.

### III.

This Ordinance shall be and is hereby cumulative of all other ordinances of the City of Watauga, Texas and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other Ordinances or Ordinances are hereby repealed.

### IV.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

### V.

Any person who violates, or any person who causes or allows another person to violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine in accordance with the general penalty provision found in section 1-7. Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

### VI.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas, and publication hereof as prescribed by law.

(INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this, the 13th day of April 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L. MINER, MAYOR

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, CITY ATTORNEY





## AGENDA MEMORANDUM

**DATE:** March 24, 2020

**TO:** Honorable City Council Members

**FROM:** Raquel Guajardo, Deputy City Secretary

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action on the March 9, 2020 Regular Council meeting minutes and the March 23, 2020, Special Council meeting minutes.

---

### **BACKGROUND/INFORMATION:**

Consider action on the March 9, 2020 Regular Council meeting minutes and the March 23, 2020, Special Council meeting minutes.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

Respectfully request consideration and action on the minutes of the Council Regular Meeting and Special Meeting.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Special Council Meeting 03.23.2020
2. Regular Council Meeting Minutes 3.9.2020

### **REVIEWED BY:**

Andrea Gardner, City Manager

Final Approval - 4/9/2020

*Approved as to form for inclusion on Agenda*

**MINUTES  
WATAUGA CITY COUNCIL  
SPECIAL MEETING  
MONDAY, MARCH 23, 2020  
HECTOR F. GARCIA COMMUNITY CENTER  
7901 INDIAN SPRINGS, WATAUGA, TEXAS 76148  
6:00 PM**

**CALL TO ORDER**

The City Council of the City of Watauga, Texas convened at 6:00 p.m., for the purpose of conducting a special meeting with the following members present:

Mayor Arthur L. Miner  
Mayor Pro Tem/Council Member, Place 6 Mark Taylor  
Council Member, Place 1 Scott Prescher  
Council Member, Place 2 Tom Snyder  
Council Member, Place 3 Lovie Downey  
Council Member, Place 4 Andrew Neal  
Council Member, Place 5 Juanita King  
Council Member, Place 7 Kim Irving (absent with notice)

and

Andrea Gardner, City Manager/City Secretary  
Bradley Fraley, Chief Information Officer/PIO  
Emily Mead, Recreation Superintendent  
Brian Hatfield, Fire Marshal  
Tyler Johnson, Corporal  
Karrie Marling, Assistant City Attorney  
George Hyde, City Attorney (via teleconference)

**PUBLIC TESTIMONY**

No public testimony was given.

**ACTION ITEMS**

Mayor Pro Tem Taylor made a motion to move action items 1, 2, 3 and 5 to a consent agenda. Motion seconded by Council Member Snyder. Mayor Miner called for discussion and hearing none, called for a vote. Motion passed 6-0-1-0.

By show of right hand:

AYES: 6, NAYS: 0, ABSENT: 1, ABSTAIN: 0

**CONSENT AGENDA**

Mayor Miner read the following consent agenda items:

1. Discuss and consider action on a resolution to extend the March 17, 2020 Disaster Declaration executed by Mayor Miner for the Coronavirus Outbreak
2. Discuss and consider action on a resolution to grant authority to the City Manager to expend and/or commit public funds of the City when deemed prudent and necessary for the protection of health, life, and property
3. Discuss and consider action on a resolution approving Policy 18.03 Declared Emergency Plan
4. Discuss and consider action on a resolution to suspend the public information act in response to COVID-19 (*Formally Action Item 5*)

Council Member Downey made a motion to approve Consent Agenda items 1, 2, 3 and 4. Motion seconded by Council Member Neal. Mayor Miner called for public testimony and discussion. Hearing none, Mayor Miner called for a vote. Motion passed 6-0-1-0.

By show of right hand:

AYES: 6, NAYS: 0, ABSENT: 1, ABSTAIN: 0

#### **ACTION ITEM**

1. Discuss and consider action on an Ordinance that postpones the May 2, 2020 General and Special Elections to November 3, 2020 (CAPTION) (*Formally Action Item #4*)

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, CALLING FOR THE POSTPONEMENT OF A MAY 2, 2020 GENERAL AND SPECIAL ELECTION TO NOW BE HELD ON NOVEMBER 3, 2020; PROVIDING THAT ALL ORDINANCES IN CONFLICT HEREWITH ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE

Mayor Pro Tem Taylor made a motion to approve the postponement of the May 2, 2020 General and Special Elections to November 3, 2020. Motion seconded by Council Member Downey. Mayor Miner called for public testimony, hearing none, called for discussion.

Council Member Prescher asked if information that was provided on the matter is available.

Ms. Gardner provided a response to the question by stating it was the Council's decision to take action on the local elections and briefed the Council on Case Law regarding the matter. She mentioned the area discussions related to postponing the election until the July Run Off Election for the Primary. She also notified the Council of the fact that steps are required regarding the Special Election for reauthorization of sales tax for street maintenance.

Mr. Hyde, City Attorney, stated that he concurred with the recommendation of the City Manager's Office. He also provided further information related to the Case Law mentioned by the City Manager and provided Council with election code information.

With no additional comments or discussion, Mayor Miner called for a vote. Motion passed 6-0-1-0.

By show of right hand:

AYES: 6, NAYS: 0, ABSENT: 1, ABSTAIN: 0

## **ADJOURNMENT**

Mayor Miner adjourned the meeting at 6:14pm.

**NOTE:** Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office

**MINUTES  
WATAUGA CITY COUNCIL  
REGULAR MEETING  
MONDAY, MARCH 9, 2020  
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD  
6:30 PM**

**CALL TO ORDER**

The Regular Meeting of the City Council was called to order at 6:30 p.m.

**ROLL CALL**

The City Council of the City of Watauga, Texas convened the Regular Meeting of the City Council, with the following members present:

Arthur Miner, Mayor  
Mark Taylor, Mayor Pro Tem/ Council Member Place 6  
Scott Prescher, Council Member Place 1  
Torn Snyder, Council Member Place 2 (absent with notice)  
Lovie Downey, Council Member Place 3  
Andrew Neal, Council Member Place 4  
Juanita King, Council Member Place 5  
Kim Irving, Council Member Place 7

and

Andrea Gardner, City Manager/ City Secretary  
Raquel Guajardo, Deputy City Secretary  
Jeannette Garcia, Planning and Zoning Coordinator  
Shawn Fannan, Fire Chief  
Sandra Gibson, Director of Finance  
Paul Hackleman, Director of Public Works  
Marcia Reyna, Director of Human Resources/ Civil Service  
Lana Ewell, Library Director  
Bradley Fraley, Chief Information Officer/ PIO  
George Hyde, City Attorney

**INVOCATION**

Reverend Sheila Fiorella, Senior Pastor of First United Methodist Church of Watauga gave the invocation.

**PLEDGE OF ALLEGIANCE**

Mayor Miner let the pledge to the flags.

**ANNOUNCEMENTS**

Council Member Neal announced that the State of the City will be held March 18, 2020 and Paws in the Park will be held on March 21, 2020 in which the Oscar Mayer Wienermobile will be present.

Mayor Pro Tem announced that the Census 2020 deadline is April 1, 2020. More information can be found at [2020census.gov](https://2020census.gov). He also stated that all city events can be found online at [www.cowtx.org](http://www.cowtx.org) or city alerts can be activated through Civic Ready.

Mayor Miner emphasized the importance of participating the in the Census and shared that they are also looking for workers.

## **PRESENTATIONS**

### **1. Presentation of a Proclamation in honor of Local Library Day and the 2019 Texas Municipal Library Director's Association Achievement of Library Excellence Award to the Watauga Public Library.**

Mayor Miner presented the award and proclamation to Ms. Lana Ewell and Library staff.

### **2. Presentation of the Fiscal Year 2019 Audit Results by Whitley Penn, LLC.**

Ms. Sandra Gibson provided the background for the audit results and introduced Whitley Penn representative, Ms. Celina Cereceres, CPA, Audit Partner, to provide the 2019 audit results.

Ms. Cereceres reported that there were no difficulties encountered during the audit, no uncorrected misstatements and staff provided all information requested to auditors. Ms. Cereceres also reported the following:

- Net position \$72,999,451.00
- Non-Current Liabilities \$55,374,657.00
- Unrestricted Funds \$5,161,730.00
- Government Revenues \$19 million
- Government expenses \$19.8 million

Ms. Cereceres closed the presentation stating that the City of Watauga is better off than most cities of comparable size.

## **PUBLIC TESTIMONY**

Ms. Jan Hill, 6444 Westridge Drive, commented on the project at Skylark and Stardust intersection and the traffic situation she encounters in the area. She also revealed that during a conversation with Mr. Sampson, resident of 6732 Heaven Way, his retaining wall was hit. However, Ms. Delana Shatley, resident of 5900 Stardust, has not had any issues.

## **CONSENT AGENDA**

Mayor Miner read Consent Agenda items 1 through 9, and included caption items 1 and 2.

Council Member Neal made a motion to accept the consent agenda items as presented. Motion seconded by Council Member Downey. Mayor Miner called for discussion and hearing none, called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

**1. Discuss and consider action to approve an ordinance amending the Personnel Improvement Plan for Fiscal Years 2020-2024 {CAPTION}**

ORDINANCE 2020-007

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS ADOPTING THE PERSONNEL IMPROVEMENT PLAN FOR FISCAL YEARS 2020-2024 AS REVISED MARCH 9, 2020; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

**2. Consider action to approve an Ordinance providing for an additional exemption to Section 40-4, Visibility Triangles by adding "signs that serve a governmental purpose and were authorized to be erected by the City, County, State or Federal Government in furtherance of their governmental responsibility or operations." {CAPTION}**

ORDINANCE 2020-010

AN ORDINANCE AMENDING ORDINANCE NUMBER 1635 WHICH ADDRESSES VISIBILITY TRIANGLES; AMENDING CHAPTER 40, SECTION 40-4 FOR ADDRESSING VISIBILITY TRIANGLES; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

**3. Consideration of proposed resolution agreeing to meet all matching contribution requirements for the expenditures under the Tarrant County Home Investment Partnerships Program (HOME) for program year 2020**

**4. Consider action authorizing a business retention project for Capp Smith Park Benches**

**5. Consider action on the January 14, 2020 Public Meeting to discuss Fire Department Operations, January 28, 2020 Special City Council Meeting Minutes; January 28, 2020 Watauga Comprehensive Plan Update Public Meeting minutes, February 10, 2020 Workshop Meeting Minutes; February 10, 2020 Regular Council Meeting Minutes, and the February 20, 2020 3rd Annual Saints Club Basketball Night event minutes.**

**6. Discuss and consider action for the Mayor to appoint Assistant Fire Chief Randy Barkley as the City's Emergency Management Coordinator and authorize the completion of the Texas Department of Emergency Management Form TDEM-147 to officially make such appointment**

**7. Consider action to approve the First Renewal Option for Grounds Maintenance Bid # 19-006 with MG Lawn and Landscapes LLC**

**8. Consider action to approve the 2nd Renewal Option for Concrete - Various Types Bid # 18-012 to Paisano Redi-Mix**

**9. Consider action to approve the Monthly Financial Report for the period ending January 31, 2020**

## **PUBLIC TESTIMONY**

Mayor Miner called for Public Testimony. No testimony was given.

## **ACTION ITEMS**

### **1. Discuss and consider action on approval of the Comprehensive Annual Audit Report for the Period ending September 30, 2019**

Mayor Miner called for Public Testimony on this item. No testimony was given.

Ms. Sandra Gibson, Finance Director, provided background of the Comprehensive Annual Audit Report.

Mayor Pro Tem Taylor made a motion to approve the item as presented. Motion seconded by Council Member Irving. Mayor Miner called for discussion, hearing none, called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

### **2. Discuss and consider action on approving an amendment to the General Election Ordinance previously approved on January 13, 2020 providing for polling locations newly released by Tarrant County {CAPTION}**

#### **ORDINANCE 2020-009**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING THE ORDINANCE CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 2, 2020, TO APPROVE THE ELECTION PRECINCTS AND POLLING PLACES FOR SAID ELECTION; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE.

Mayor Miner called for Public Testimony on this item. No testimony was given.

Council Member Downey made a motion to approve the item as presented. Motion seconded by Council Member Irving. Mayor Miner called for discussion, hearing none, called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

### **3. Discuss and consider action to approve the Ordinance Review Schedule for FY 2020**

Mayor Miner called for Public Testimony on this item. No testimony was given.

Council Member Neal made a motion to approve the item as presented. Motion seconded by Council Member Downey. Mayor Miner called for discussion.



Council Member Prescher inquired about codification fees and how the process would be handled if the \$50,000 were exceeded. Mr. Hyde provided greater explanation regarding the estimated fees.

With no additional discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

#### **4. Discuss and consider action on Chief Executive recommendation of applicant to serve on the Watauga Civil Service Commission**

Mayor Miner called for Public Testimony on this item. No testimony was given.

Council Member Prescher made a motion to approve the appointment of Mr. Brian Downey to position 1 for an unexpired term ending June 30, 2021. Motion seconded by Council Member King. Mayor Miner called for called for discussion.

Council Member Prescher recommended that spouses of sitting council members not be appointed to serve on Boards.

Mayor Miner stated that it was unfair to the spouse to disqualify an individual due to the spousal relation to a sitting Council Member. He further stated that he feels it is an injustice to exclude anyone for that reason.

Mr. Hyde spoke about constitutional right of marriage allowed by first amendment constitutional rights to serve on Boards or Committees.

Mayor Pro Tem Taylor stated that he reviewed qualifications of applicants and feels that Mr. Downey is more than qualified to serve.

Council Member Prescher clarified that he was not disparaging Mr. Downey in any way.

With no further discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

#### **5. Discuss and consider action on scheduling the annual Council/Staff Retreat**

Mayor Miner called for Public Testimony on this item. No testimony was given.

Mayor Pro Tem Taylor made a motion to adopt the Annual Council Retreat dates for July 3, 2020 through August 2, 2020. Motion seconded by Council Member King. Mayor Miner called for discussion.

City Manager Gardner provided Council with an option to create a Strategic Planning Committee and have two members of the City Council serve on that Committee.

Mayor Pro Tem Taylor stated that the retreat allows for important discussions to occur and that all members should participate and feels the retreat is a better option.

With no further discussion, Mayor Miner called for the Council to vote. Motion passed 5-1-1-0.

Ayes: 5; Nays: 1; Absent: 1, Abstain: 0

**6. Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with Reliable Paving, Inc. in the amount of \$1,543,686.70 for the construction of Meadowlark Lane East, Paving, Drainage and Water Improvements from Heather Drive to Pebblebrook Drive pursuant to Bid # 20-001.**

Mr. Hackleman provided an overview of the item stating that a complete reconstruction would include water and sewer mains and minor drainage.

Mayor Miner called for Public Testimony on this item. No testimony was given.

Council Member Neal made a motion to accept the item as presented. Motion seconded by Council Member Prescher. Mayor Miner called for discussion, hearing none, called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

**7. Discussion and action on approval to authorize the City of Watauga to enter into a Construction Contract with Cole Construction, Inc. for the construction of Capp Smith Park Splash Pad Site Improvements**

Mr. Hackleman provided an overview of the item and stated that site preparation and drainage would be done in three (3) phases.

Mayor Miner called for Public Testimony on this item. No testimony was given.

Council Member Neal made a motion to accept the item as presented. Motion seconded by Council Member Irving. Mayor Miner called for discussion.

Council Member Prescher asked if the project figures are on track. Mr. Hackleman responded that the project is slightly under budget.

With no further discussion, Mayor Miner called for the Council to vote. Motion passed 6-0-1-0.

Ayes: 6; Nays: 0; Absent: 1, Abstain: 0

**8. Discuss and consider action on a Single Lane Roundabout at the intersection of Whitley Road and Hightower Drive, incorporating this into the Capital Improvement Plan (CIP).**

Mayor Miner called for Public Testimony on this item.

Mr. Neal Cooper, 6921 Cheatham Drive, stated that a roundabout may encourage greater use of Hightower and feels a better route would be Denton Highway/377. He further stated that people need to be educated on using roundabouts and to ensure it is designed with the highest pedestrian safety with a speed limit of 20 miles per hour with a hawk system. Mr. Cooper also suggested that Council visit other roundabouts.

Mr. Hackleman gave an overview of the item and played a short video.

Council Member Prescher made a motion to approve the item if the engineer concludes it will work in the intersection. Motion seconded by Mayor Pro Tem Taylor.

Mayor Miner called for discussion.

Mayor Miner asked if the plan would fit into the current footprint. Mr. Hackleman responded that the gas station would give up right-of-way along with another property owner on the southwest corner. This will require the City purchase the right-of-way.

Council Member Prescher stated that he is aware that a lot of people do not like or want the roundabout because they are confusing, but does not believe that is a valid reason.

Mayor Pro Tem Taylor commented that he sees the pros and cons of the project so it will come down to cost for him. Mr. Hackleman stated that if the project is built it will add \$2 million more and includes a 25% contingency.

Council Member Downey asked about the roundabout safety measures to protect pedestrians. Mr. Hackleman explained that there is a protected path for pedestrian use and added that cars drive slower coming into a roundabout.

Council Member Neal stated that he is very much in favor of the roundabout but he has heard from citizens that they do not want this built. He also asked if other enhancements could be done to improve safety. Mr. Hackleman responded that there are other options that could be done as a separate project.

Mr. Hyde stated that the item only adds to the Capital Improvement Plan to give it a priority. Mr. Hackleman clarified that if approved to add to CIP, he would bring the engineering contract back in April or May of 2020 to move forward.

After additional Council and staff discussion, Mayor Miner called for the Council to vote. Motion failed 2-4-1-0.

Ayes: 2; Nays: 4; Absent: 1, Abstain: 0

## **REPORTS**

No additional reports were presented.

## **ITEMS FOR FUTURE CITY COUNCIL MEETINGS**

Items were not presented.





## AGENDA MEMORANDUM

**DATE:** March 26, 2020

**TO:** Honorable City Council Members

**FROM:** Sal Torres, Parks and Community Services Director

**SUBJECT:** Consider action to authorize the City Manager to execute a Buy Board contract with the Playground, Shade and Surfacing Depot, LLC for completion of the Capp Smith Park Bench project

---

### **BACKGROUND/INFORMATION:**

On January 21, 2020 City staff discussed and received direction from the Board on the Capp Smith Park Shop Local Campaign park benches project. On February 18, 2020 the Board conducted the required public hearing and approved the project.

The City Council approved the project during the March 9, 2020 Council Meeting.

The contract bidding was completed by Buy Board, a purchasing cooperative in which the City is a member.

The WEDC Board approved the contract execution for 32 benches and recommend Council approve to proceed during the March 31, 2020 Board Meeting.

The City is providing the funding for 36 trash receptacles, 14 tables and 3 bike racks and 1 bench for the Memorial area under a separate contract.

### **FINANCIAL IMPLICATIONS:**

This project is funding through WEDC funding in the amount of \$40,967 and General Capital Construction Funds in the amount of \$49,477 for a total of \$90,444.

### **RECOMMENDATION/ACTION DESIRED:**

The WEDC Board recommends approval of the Buy Board contract with the Playground, Shade and Surfacing Depot, LLC for completion of the Capp Smith Park Bench project in an amount not to exceed \$40,967.00 and City staff recommends approval of the Buy Board contract for the portion paid for by the City in the amount of \$49,477.00. The total contract equals \$90,444.00.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**



## AGENDA MEMORANDUM

1. WEDC PRICING PROPOSAL
2. MOD BENCH DINE LOCAL APPROVAL CENTER REV.1
3. MOD BENCH PLAY LOCAL APPROVAL CENTER REV.1
4. MOD BENCH SHOP LOCAL APPROVAL CENTERED REV.1
5. MOD BENCH THINK LOCAL APPROVAL CENTERED REV.1
6. City Paid Site Amenities
7. FORM 1295 PLAYGROUND SHADE

### **REVIEWED BY:**

Chad Stephens, Parks Superintendent  
Sandra Gibson, CGFO, CGFM, Director of Finance  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 4/1/2020  
Approved - 4/3/2020  
Final Approval - 4/6/2020

## Proposal



[sales@playgroundshadeandsurfacing.com](mailto:sales@playgroundshadeandsurfacing.com)

**EXPIRATION DATE**    April 19, 2020

Email: [cstephens@wataugatx.org](mailto:cstephens@wataugatx.org)

(If Different)

**EDC MOD BENCHES**  
**BUYBOARD #592-19**

| TEAM MEMBER    | JOB            | PAYMENT TERMS | DUE DATE |
|----------------|----------------|---------------|----------|
| Shane Jefferys | Site Furniture | TBD           |          |

[illegible]

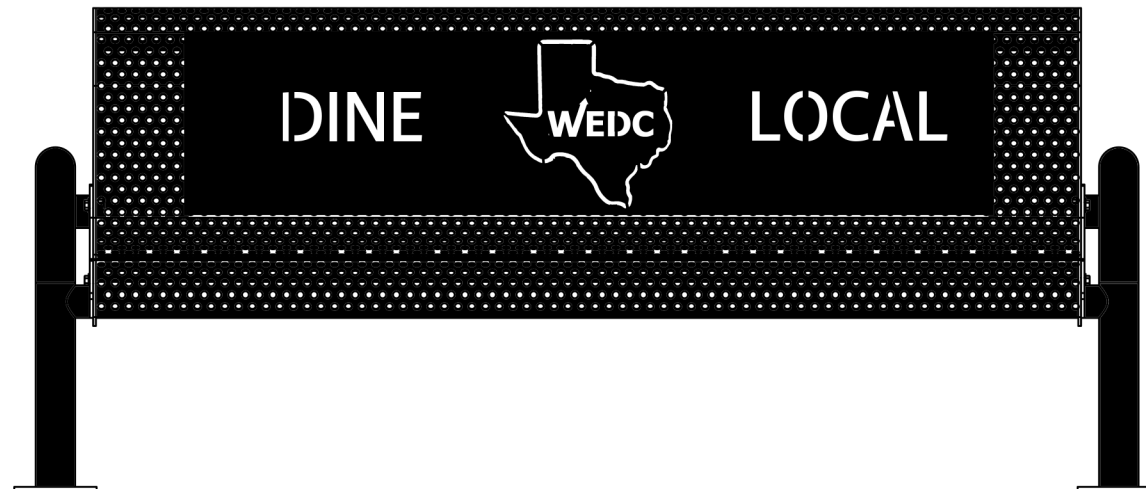
|              |           |                  |
|--------------|-----------|------------------|
| <b>TOTAL</b> | <b>\$</b> | <b>40,967.00</b> |
|--------------|-----------|------------------|

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS!

## Approximate Layout for Watauga MOD Benches

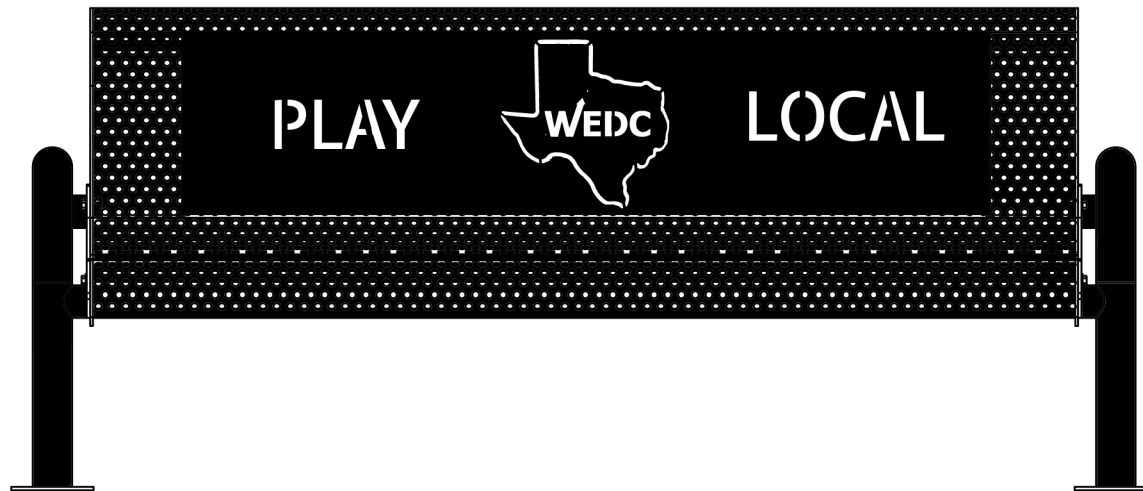
Accepted By \_\_\_\_\_ Date \_\_\_\_\_





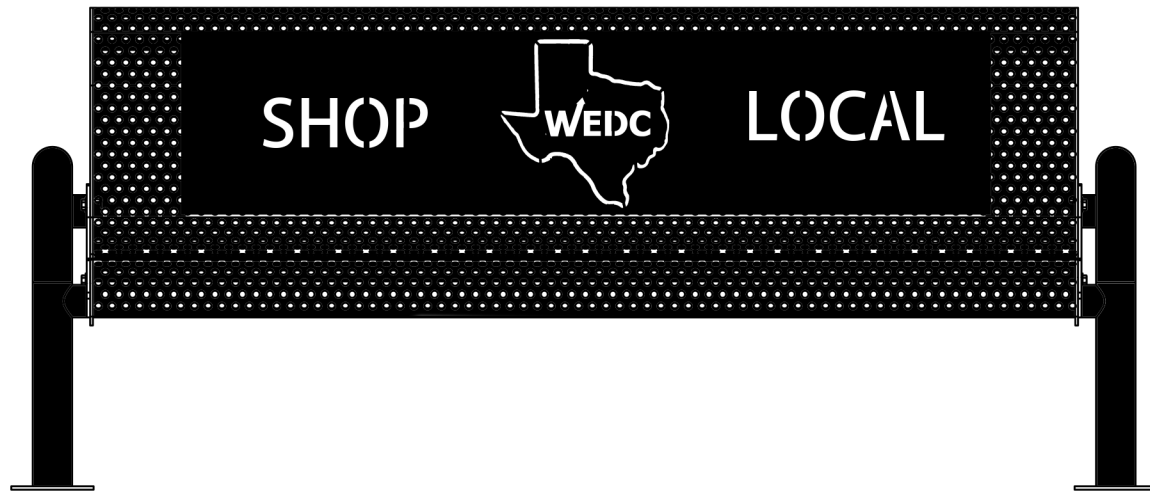
## Approximate Layout for Watauga MOD Benches

Accepted By \_\_\_\_\_ Date \_\_\_\_\_



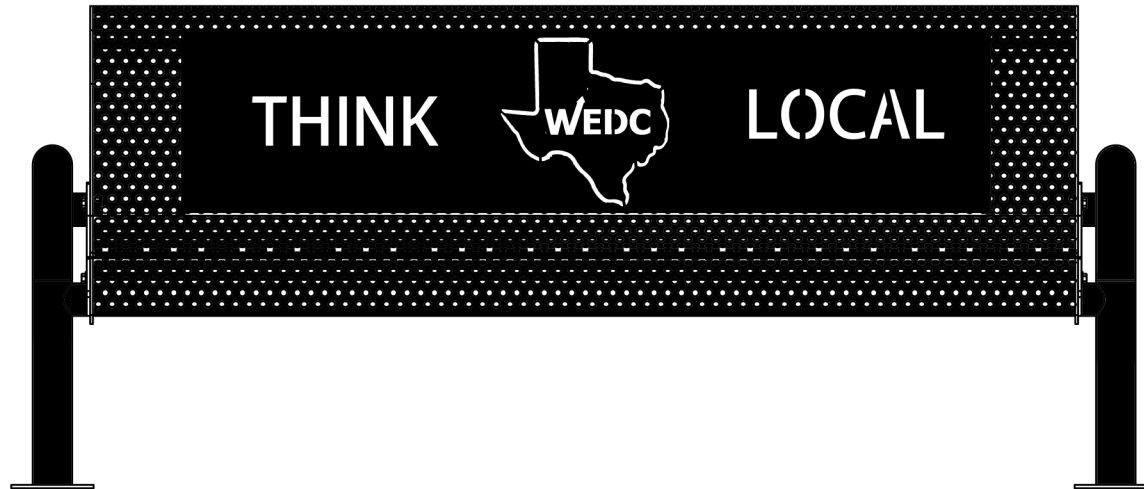
## Approximate Layout for Watauga MOD Benches

Accepted By \_\_\_\_\_ Date \_\_\_\_\_



## Approximate Layout for Watauga MOD Benches

Accepted By \_\_\_\_\_ Date \_\_\_\_\_



## Proposal



[sales@playgroundshadeandsurfacing.com](mailto:sales@playgroundshadeandsurfacing.com)

**EXPIRATION DATE**     April 19, 2020

Email: [cstephens@wataugatx.org](mailto:cstephens@wataugatx.org)

**(If Different)**

**BUYBOARD #592-19**

[illegible]

|              |           |                  |
|--------------|-----------|------------------|
| <b>TOTAL</b> | <b>\$</b> | <b>49,477.00</b> |
|--------------|-----------|------------------|

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Agenda Page 90 of 248

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-604495

Date Filed:  
04/03/2020

Date Acknowledged:  
4-3-2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Playground, Shade and Surfacing Depot  
KELLER, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Site Furniture  
Site furniture for the City

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
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|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Shane Jefferys, and my date of birth is 8-26-74.

My address is 200 N. Rufe Snow Dr., Ste. 209, Keller, TX, 76248, USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 3 day of April, 20 20.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



## AGENDA MEMORANDUM

**DATE:** March 27, 2020

**TO:** Honorable City Council Members

**FROM:** Sandra Gibson, CGFO, CGFM, Director of Finance

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to approve the Monthly Financial Report for the period ending February 29, 2020

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### **BACKGROUND/INFORMATION:**

The Monthly Financial Report for the period ending February 29, 2020 is attached for Council review.

### **FINANCIAL IMPLICATIONS:**

N/A

### **RECOMMENDATION/ACTION DESIRED:**

Recommend approval of the item as presented.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Council Report - February 2020 to Council April 13, 2020

### **REVIEWED BY:**

Sandra Gibson, CGFO, CGFM, Director of Finance  
Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 3/27/2020  
Final Approval - 3/30/2020



## Monthly Financial Report Fiscal 2019-2020 For the period ending February, 2020

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### Sales Tax

The City's Year-to-date sales tax receipts from the State Comptroller for Fiscal Year 2020 (October – January, 2020) are reflected below. The State Comptroller reports that total year-to-date payments statewide are 6.03% over prior year payments. The City of Watauga's sales tax receipts have increased 1.84% compared to prior year for the same period. The City will receive the distribution for February, 2020 sales tax receipts on April 10, 2020.

### SALES TAX RECEIPTS COMPARISONS Fiscal Year 2019-20 Year to Date Through January 2020 (Cash Basis)

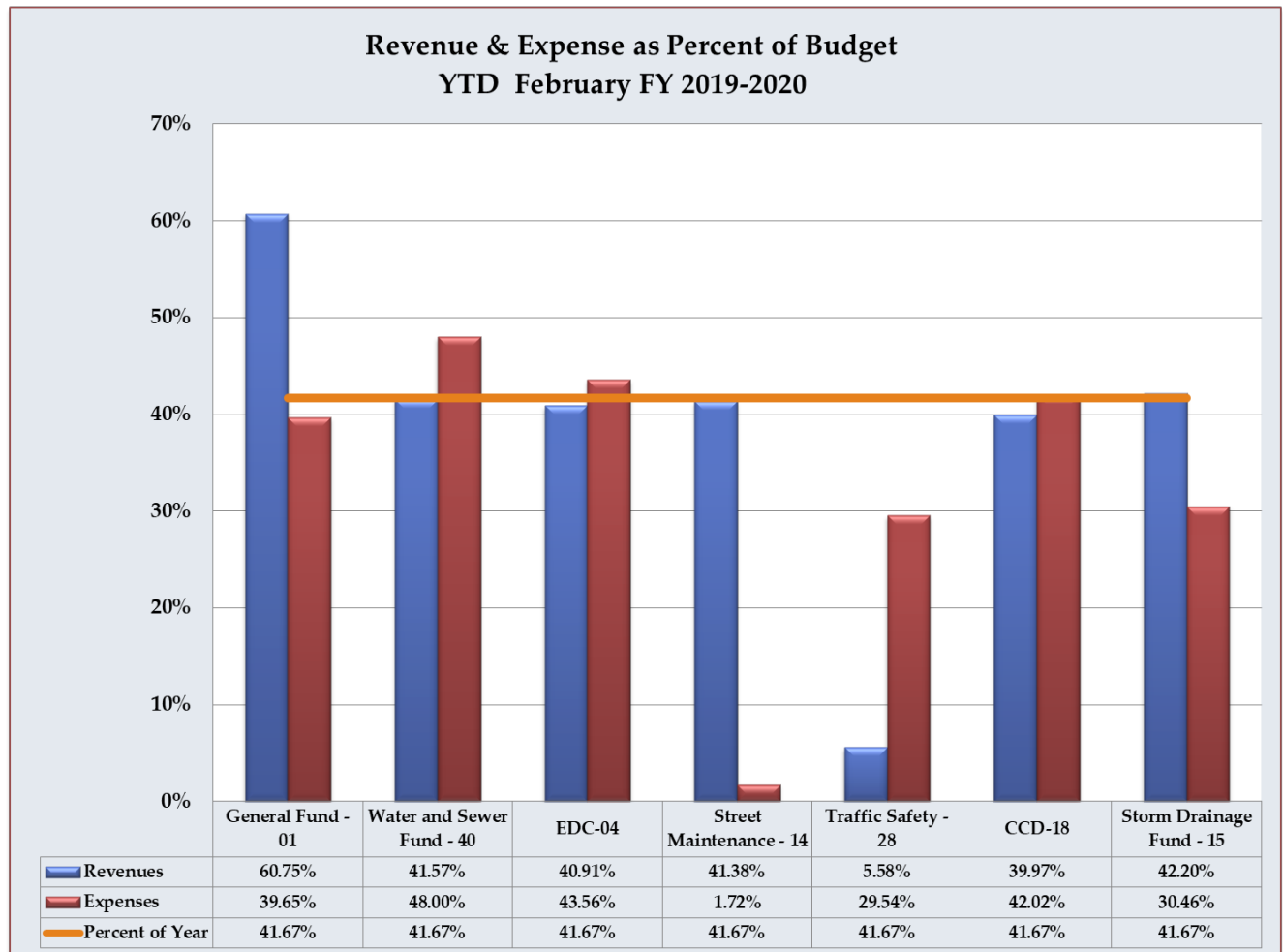
| City                 | FY 2018-19       | FY 2019-20       | \$ Change       | % Change |
|----------------------|------------------|------------------|-----------------|----------|
| Richland Hills       | \$ 1,187,417.21  | \$ 1,749,100.68  | \$ 561,683.47   | 47.30%   |
| Roanoke              | \$ 5,299,900.43  | \$ 6,298,731.96  | \$ 998,831.53   | 18.85%   |
| Southlake            | \$ 9,504,225.92  | \$ 11,212,787.61 | \$ 1,708,561.69 | 17.98%   |
| Keller               | \$ 3,649,613.05  | \$ 4,087,517.39  | \$ 437,904.34   | 12.00%   |
| Saginaw              | \$ 1,795,036.67  | \$ 1,997,984.70  | \$ 202,948.03   | 11.31%   |
| Euless               | \$ 5,970,894.97  | \$ 6,636,873.63  | \$ 665,978.66   | 11.15%   |
| Colleyville          | \$ 1,913,477.09  | \$ 2,125,711.96  | \$ 212,234.87   | 11.09%   |
| North Richland Hills | \$ 4,991,338.66  | \$ 5,446,264.97  | \$ 454,926.31   | 9.11%    |
| Hurst                | \$ 5,474,200.06  | \$ 5,836,289.58  | \$ 362,089.52   | 6.61%    |
| Fort Worth           | \$ 54,886,450.37 | \$ 58,207,589.86 | \$ 3,321,139.49 | 6.05%    |
| Bedford              | \$ 3,802,066.28  | \$ 4,025,617.16  | \$ 223,550.88   | 5.88%    |
| <b>Watauga</b>       | \$ 1,543,117.80  | \$ 1,571,478.36  | \$ 28,360.56    | 1.84%    |
| Grapevine            | \$ 16,226,340.45 | \$ 15,872,300.42 | \$ (354,040.03) | -2.18%   |
| Haltom City          | \$ 4,300,463.23  | \$ 4,191,692.54  | \$ (108,770.69) | -2.53%   |

Source: State Comptroller

City Collections only - not Special Purpose Districts or Transit

## **Financial Highlights**

Through February, 2020, the City is 42% through the fiscal year. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached. Also attached is a Departmental Consolidated Budget Report that shows expenditures for departments across all funds. For example, the Police Department budget and expenditures are combined for the three funds in which expenditures are reported (General Fund, Crime Control, and Traffic Safety fund). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures.



## **General Fund**

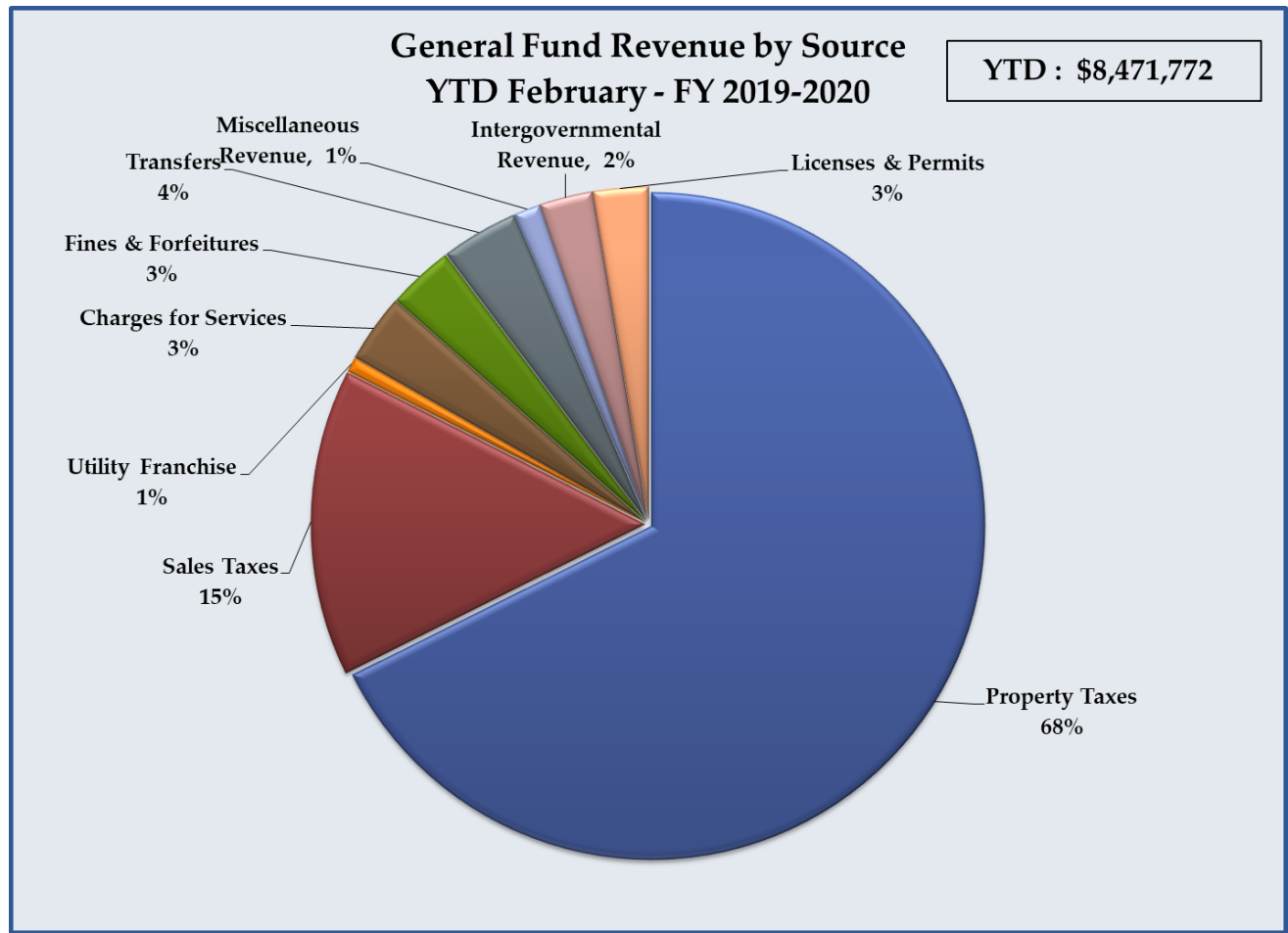
**Revenues** – Year-to-date revenues represent 60.75% of budget collected, or \$8,471,772.

**Property Tax** – Through February 2020, the City has received 93% of budgeted property taxes. Receipts are in line with expectations at this time. The majority of property tax revenues are received in December and January.



**Utility Franchise Revenue** - The majority of franchise receipts are received on a quarterly basis. The first quarterly payments are usually received in January or February. The City has received \$61,383, or 6.59% in budgeted franchise fee revenues through February, 2020.

**Licenses and Permits** - License and permit fees are at 42% of budget collected, an increase of \$43,755 over prior year.



**Charges for Services** - Charges for Services revenues are at 32% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees.

**Fines and Forfeitures** - Fines and Forfeitures are at 44% of budget which is \$122,672, or 82% higher than last year's collections. Citations have been trending upwards this fiscal year due to additional personnel assigned to traffic enforcement in comparison to last year.

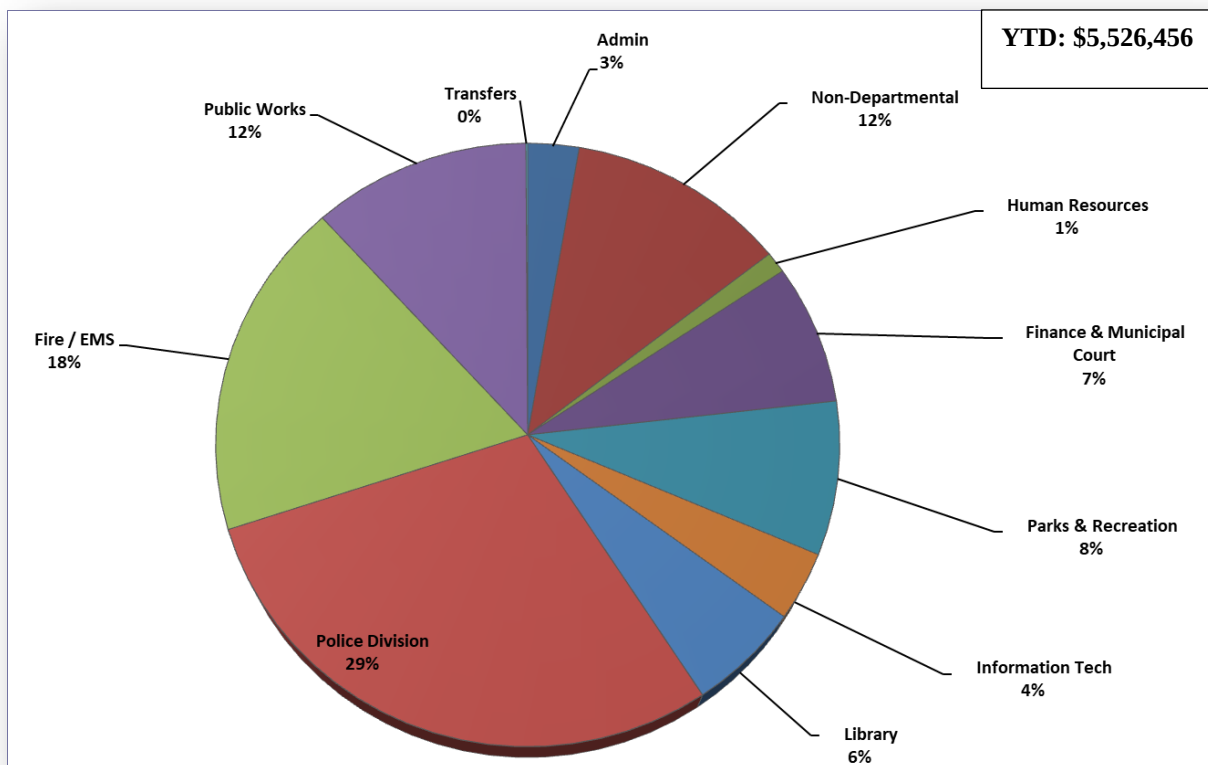
**Miscellaneous Revenue** - Miscellaneous revenues include Interest earnings, rental of recreational facilities, and other revenue. These receipts total \$109,059 which is 23% of budgeted revenues.

**Intergovernmental Revenue and Transfers** - Intergovernmental Revenue include transfers from other funds for services the general fund provides and payments in lieu of

taxes from the enterprise funds. Currently these revenues are on target with Intergovernmental at 43.5% of budget and Transfers at 43.7% of budget.

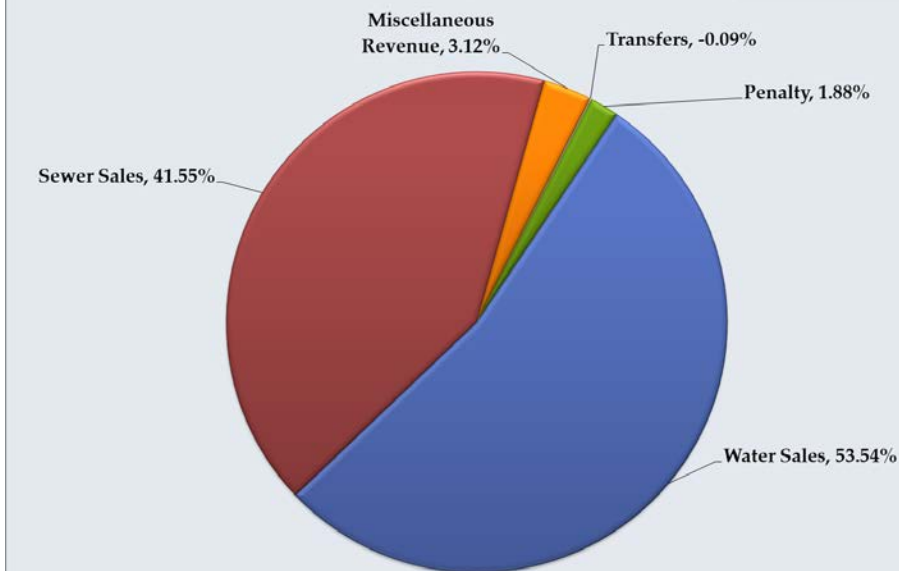
**Expenses** - General fund expenses are on target at 39.7% of budget expended and total \$5,526,456 for the year. Expenditures are 10.2% higher in comparison to the prior year, due in large part to the Park Department's expenditures being moved to the general fund this fiscal year, and the majority of the police department vacancies being filled this year.

### GENERAL FUND EXPENDITURES BY DEPARTMENT



### Water/Sewer Fund Revenue by Source YTD February FY 2019-2020

YTD: \$3,768,621

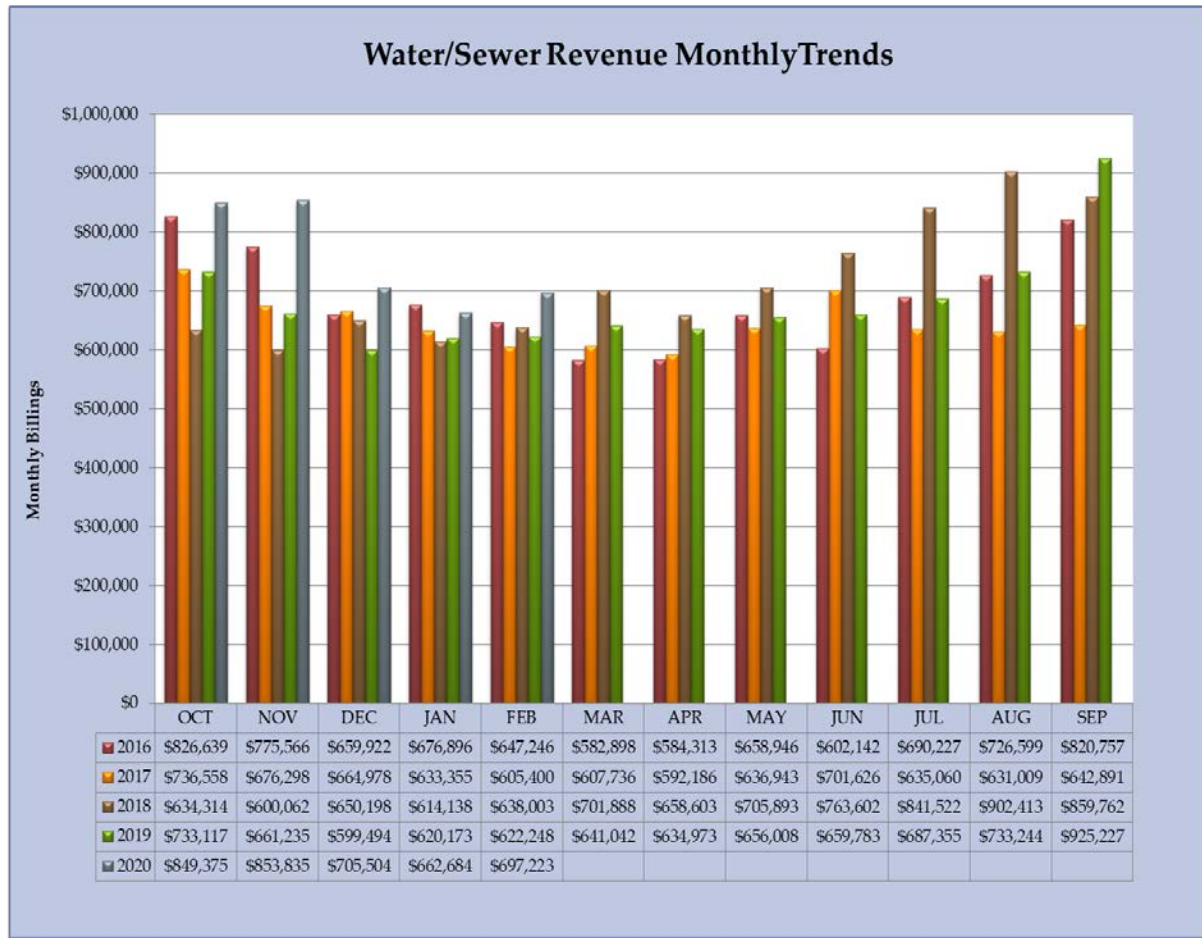


### Water and Sewer Fund

Water and sewer revenues are currently at 41.6% of budgeted revenues through February, 2020. Water sales are at 42.5% of budgeted revenues and have increased by 23% in comparison to last year due to higher consumption this year and applied rate increases in March and September of 2019. Sewer revenues are at 40.9% of budget and are 10.6% higher than prior year.

Total year-to-date combined revenues for the fund are \$3,768,621 and are 16.5% higher than last year.

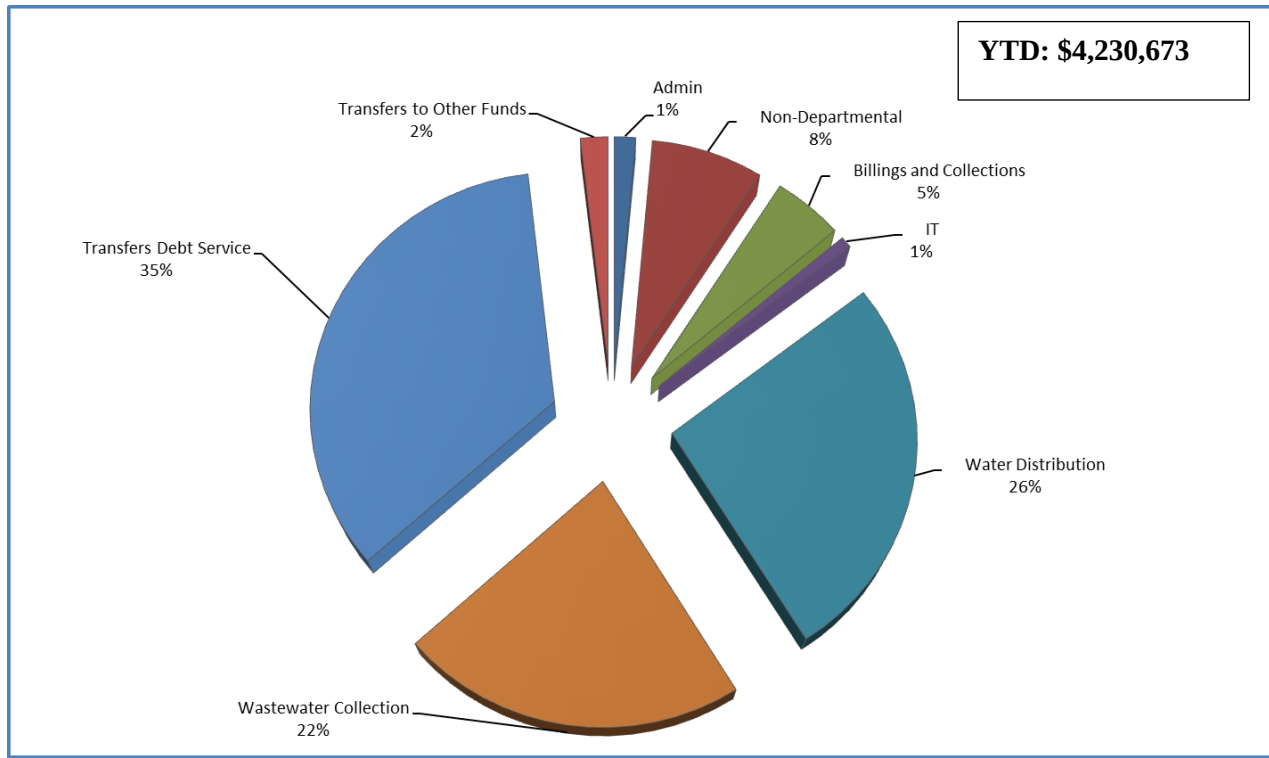
**Miscellaneous Sales** - Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/tampering fees. This category of revenue is at 52.6% of budget collected.



**Expenses** – Year-to-date expenses in the Water/Sewer fund in line with budget expectations and are currently at 48%. This is due primarily to Transfers to Debt Service which are at 74% of budget due to the payments due and paid on February 1, 2020. The remainder of debt service payments are due in August, 2020. Wastewater expenditures are down \$168,305, or 15% from last year due to lower wholesale wastewater costs from the City of Ft. Worth and less rainfall this year in comparison the last fiscal year. Rainfall contributes to inflow and infiltration issues throughout the City that result in higher wastewater treatment costs. Overall expenditures are down \$26,775, or .63% from last year.

The breakdown of expenses by department is shown below:

## WATER AND SEWER FUND EXPENDITURES BY DEPARTMENT



**Storm Drain Fund** – Revenues represent 41.8% of budget collected. Expenses are at 30.5% of budget in this fund through February, 2020. Capital projects budgeted this year include Capp Smith wall repair, Whitley Road phase 2 and phase 3, of which expenditures total \$1,093,634 through February, 2020.

**Special Revenue Funds** - In the **Street Maintenance Fund**, revenues are on target with 41.4% of budget collected and expenses are at 1.7% of budget. Street projects will begin later this fiscal year. The **Watauga Crime Control and Prevention District** has collected 40% of total revenues and is at 42% of budget expended. The **Watauga Economic Development Corporation Fund** has collected 41.2% of sales tax revenues and is at 43.6% of budget expended through February, 2020. The **Traffic Safety Fund** will not collect any revenues this year due to the photographic enforcement program discontinuation by HB1631, but the fund received \$1,602 of investment income or 5.6% of budget year-to-date and expenditures are at 29.5% of budget at this time.

# *Fund Detail Report*

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**FEBRUARY 2020**

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**GENERAL FUND - 01**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>TAXES</b>                                        |                           |                                 |                   |                        |                                 |                            |                           |
| AD VALOREM                                          | 6,120,000                 | 5,689,736                       | 92.97%            | 7.03%                  | 5,250,980                       | 438,756                    | 8.36%                     |
| Delinquent                                          | 26,000                    | 26,802                          | 103.08%           | -3.08%                 | 18,030                          | 8,771                      | 48.65%                    |
| Penalty & Interest                                  | 27,000                    | 15,552                          | 57.60%            | 42.40%                 | 9,998                           | 5,554                      | 55.55%                    |
| SALES TAX                                           | 3,107,000                 | 1,255,832                       | 40.42%            | 59.58%                 | 1,249,907                       | 5,924                      | 0.47%                     |
| UTILITY FRANCHISE                                   | 932,000                   | 61,383                          | 6.59%             | 93.41%                 | 74,512                          | (13,129)                   | -17.62%                   |
| LICENSES & PERMITS                                  | 529,000                   | 222,660                         | 42.09%            | 57.91%                 | 178,904                         | 43,755                     | 24.46%                    |
| INTERGOVERNMENTAL REVENUE                           | 502,600                   | 218,783                         | 43.53%            | 56.47%                 | 191,329                         | 27,454                     | 14.35%                    |
| CHARGES FOR SERVICES                                | 877,000                   | 282,061                         | 32.16%            | 67.84%                 | 285,071                         | (3,011)                    | -1.06%                    |
| FINES & FORFEITURES                                 | 617,900                   | 271,747                         | 43.98%            | 56.02%                 | 149,075                         | 122,672                    | 82.29%                    |
| MISCELLANEOUS INCOME                                | 478,200                   | 109,059                         | 22.81%            | 77.19%                 | 111,138                         | (2,078)                    | -1.87%                    |
| OPERATING TRANSFERS IN                              | 727,792                   | 318,160                         | 43.72%            | 56.28%                 | 219,169                         | 98,991                     | 45.17%                    |
| <b>TOTAL REVENUE</b>                                | <b>\$13,944,492</b>       | <b>\$8,471,772</b>              | <b>60.75%</b>     | <b>39.25%</b>          | <b>\$7,738,114</b>              | <b>\$733,659</b>           | <b>9.48%</b>              |
| <b>ADMINISTRATION</b>                               | 449,585                   | 152,042                         | 33.82%            | 66.18%                 | 113,245                         | 38,797                     | 34.26%                    |
| <b>HUMAN RESOURCES</b>                              | 165,175                   | 63,448                          | 38.41%            | 61.59%                 | 78,487                          | (15,039)                   | -19.16%                   |
| <b>BUILDINGS - PW</b>                               | 823,000                   | 282,687                         | 34.35%            | 65.65%                 | 254,353                         | 28,334                     | 11.14%                    |
| <b>FINANCE</b>                                      | 470,440                   | 238,999                         | 50.80%            | 49.20%                 | 201,625                         | 37,374                     | 18.54%                    |
| <b>MUNICIPAL COURT - FIN</b>                        | 436,750                   | 177,422                         | 40.62%            | 59.38%                 | 154,188                         | 23,234                     | 15.07%                    |
| <b>DEVELOPMENTAL SERVICES - PW</b>                  | 205,555                   | 81,534                          | 39.67%            | 60.33%                 | 62,775                          | 18,760                     | 29.88%                    |
| <b>LIBRARY</b>                                      | 998,400                   | 317,874                         | 31.84%            | 68.16%                 | 362,725                         | (44,852)                   | -12.37%                   |
| <b>PARKS AND RECREATION</b>                         | 1,340,550                 | 454,104                         | 33.87%            | 66.13%                 | 249,927                         | 204,176                    | 81.69%                    |
| <b>POLICE</b>                                       | 4,022,700                 | 1,610,304                       | 40.03%            | 59.97%                 | 1,423,975                       | 186,329                    | 13.09%                    |
| <b>FIRE/EMS</b>                                     | 2,692,725                 | 1,008,288                       | 37.44%            | 62.56%                 | 988,511                         | 19,777                     | 2.00%                     |
| <b>PUBLIC WORKS - STREETS</b>                       | 606,650                   | 196,172                         | 32.34%            | 67.66%                 | 205,816                         | (9,644)                    | -4.69%                    |
| <b>FLEET MANAGEMENT - PW</b>                        | 198,450                   | 86,024                          | 43.35%            | 56.65%                 | 81,776                          | 4,248                      | 5.20%                     |
| <b>NON-DEPARTMENTAL</b>                             | 1,137,666                 | 650,860                         | 57.21%            | 42.79%                 | 563,899                         | 86,961                     | 15.42%                    |
| <b>INFORMATION TECHNOLOGY</b>                       | 378,560                   | 202,103                         | 53.39%            | 46.61%                 | 204,476                         | (2,373)                    | -1.16%                    |
| <b>ECONOMIC DEVELOPMENT</b>                         | -                         | (613)                           | 0.00%             | 100.00%                | 37,419                          | (38,032)                   | -101.64%                  |
| <b>TRANSFERS TO OTHER FUNDS</b>                     | 12,500                    | 5,208                           | 41.67%            | 58.33%                 | 28,387                          | (23,178)                   | -81.65%                   |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$13,938,706</b>       | <b>\$5,526,456</b>              | <b>39.65%</b>     | <b>60.35%</b>          | <b>\$5,011,583</b>              | <b>\$514,872</b>           | <b>10.27%</b>             |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$5,786</b>            | <b>\$2,945,317</b>              |                   |                        | <b>\$2,726,530</b>              | <b>\$218,786.36</b>        |                           |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**DEBT SERVICE FUND - 03**

| <b>REVENUE:</b>                                         | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> |
|---------------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|
| <b>TAXES</b>                                            |                           |                                 |                   |                        |                                 |                            |
| AD VALOREM                                              | 2,628,000                 | 2,447,790                       | 93.14%            | 6.86%                  | 2,261,541                       | \$186,249                  |
| Delinquent                                              | 12,000                    | 11,543                          | 96.19%            | 3.81%                  | 7,826                           | \$3,717                    |
| Penalty & Interest                                      | 10,000                    | 5,744                           | 57.44%            | 42.56%                 | 3,279                           | \$2,465                    |
| INTEREST EARNINGS                                       | 15,500                    | 8,643                           | 55.76%            | 44.24%                 | 8,333                           | \$310                      |
| OTHER FINANCING SOURCES                                 | -                         | 0                               | -                 | -                      | 0                               | \$0                        |
| OPERATING TRANSFERS IN                                  | 100,178                   | 41,741                          | 41.67%            | 58.33%                 | 0                               | \$41,741                   |
| <b>TOTAL REVENUE</b>                                    | <b>\$2,765,678</b>        | <b>\$2,515,461</b>              | <b>90.95%</b>     | <b>9.05%</b>           | <b>\$2,280,979</b>              | <b>\$234,482</b>           |
| <br>Contractual & Sundry                                | <br>2,642,003             | <br>2,013,758                   | <br>76.22%        | <br>23.78%             | <br>1,858,761                   | <br>\$154,997              |
| <b>TOTAL EXPENDITURES</b>                               | <b>\$2,642,003</b>        | <b>2,013,758</b>                | <b>76.22%</b>     | <b>23.78%</b>          | <b>1,858,761</b>                | <b>\$154,997</b>           |
| <br><b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <br><b>\$123,675.00</b>   | <br><b>\$501,702</b>            |                   |                        | <br><b>\$422,218</b>            | <br><b>\$79,485</b>        |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**WATER & SEWER - 40**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>WATER SALES</b>                                  | 4,745,000                 | 2,017,556                       | 42.52%            | 57.48%                 | 1,639,626                       | 377,930                    | 23.05%                    |
| <b>SEWER SALES</b>                                  | 3,825,000                 | 1,565,963                       | 40.94%            | 59.06%                 | 1,415,837                       | 150,126                    | 10.60%                    |
| <b>MISCELLANEOUS</b>                                | 211,000                   | 110,970                         | 52.59%            | 47.41%                 | 87,023                          | 23,947                     | 27.52%                    |
| <b>PENALTY</b>                                      | 205,000                   | 70,774                          | 34.52%            | 65.48%                 | 76,010                          | (5,236)                    | -6.89%                    |
| <b>INTEREST</b>                                     | 50,000                    | 6,221                           | 12.44%            | 87.56%                 | 17,421                          | (11,200)                   | -64.29%                   |
| <b>TRANSFERS</b>                                    | 30,000                    | (3,429)                         | -                 | -                      | -                               | (3,429)                    | 0.00%                     |
| <b>TAP FEES</b>                                     | -                         | 566                             | -                 | -                      | 350                             | 216                        | 0.00%                     |
| <b>SALE OF ASSETS</b>                               | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$9,066,000</b>        | <b>\$3,768,621</b>              | <b>41.57%</b>     | <b>58.43%</b>          | <b>\$3,236,267</b>              | <b>\$532,354</b>           | <b>16.45%</b>             |
| <b>ADMINISTRATIVE</b>                               | 152,850                   | 61,221                          | 40.05%            | 59.95%                 | 104,757                         | (43,536)                   | -41.56%                   |
| <b>NON-DEPARTMENTAL</b>                             | 684,830                   | 323,963                         | 47.31%            | 52.69%                 | 272,227                         | 51,736                     | 19.00%                    |
| <b>BILLING &amp; COLLECTIONS</b>                    | 526,700                   | 202,791                         | 38.50%            | 61.50%                 | 179,577                         | 23,214                     | 12.93%                    |
| <b>MGT. INFO SYSTEMS</b>                            | 78,050                    | 33,442                          | 42.85%            | 57.15%                 | 29,183                          | 4,259                      | 14.59%                    |
| <b>WATER DISTRIBUTION</b>                           | 2,749,200                 | 1,118,864                       | 40.70%            | 59.30%                 | 1,193,382                       | (74,518)                   | -6.24%                    |
| <b>WASTEWATER COLLECTION</b>                        | 2,531,950                 | 942,646                         | 37.23%            | 62.77%                 | 1,110,951                       | (168,305)                  | -15.15%                   |
| <b>TRANSFERS</b>                                    | 2,090,000                 | 1,547,747                       | 74.05%            | 25.95%                 | 1,367,371                       | 180,376                    | 13.19%                    |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$8,813,580</b>        | <b>\$4,230,673</b>              | <b>48.00%</b>     | <b>52.00%</b>          | <b>\$4,257,448</b>              | <b>(\$26,775)</b>          | <b>-0.63%</b>             |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$252,420</b>          | <b>(\$462,052)</b>              |                   |                        | <b>(\$1,021,181)</b>            | <b>\$559,129</b>           |                           |



**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**CRIME CONTROL DISTRICT - 18**

|                                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                     |                           |                                 |                   |                        |                                 |                            |                           |
| <b>SALES TAX</b>                                    | 1,509,000                 | 623,065                         | 41.29%            | 58.71%                 | 617,769                         | 5,295                      | 0.86%                     |
| <b>INTEREST EARNING/OTHER</b>                       | 67,000                    | 6,899                           | 10.30%            | 89.70%                 | 32,251                          | (25,352)                   | -78.61%                   |
|                                                     |                           |                                 | -                 | -                      |                                 | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$1,576,000</b>        | <b>\$629,964</b>                | <b>39.97%</b>     | <b>60.03%</b>          | <b>\$650,021</b>                | <b>(\$20,057)</b>          | <b>-3.09%</b>             |
| <b>PERSONNEL SERVICES</b>                           | 982,500                   | 418,847                         | 42.63%            | 57.37%                 | \$362,999                       | 55,848                     | 15.39%                    |
| <b>SUPPLIES</b>                                     | 147,500                   | 34,749                          | 23.56%            | 76.44%                 | \$39,939                        | (5,190)                    | -12.99%                   |
| <b>MAINTENANCE</b>                                  | 198,500                   | 135,841                         | 68.43%            | 31.57%                 | \$118,184                       | 17,656                     | 14.94%                    |
| <b>CONTRACTUAL &amp; SUNDRY</b>                     | 329,870                   | 114,691                         | 34.77%            | 65.23%                 | \$129,476                       | (14,785)                   | -11.42%                   |
| <b>TRANSFERS</b>                                    | 30,000                    | 12,461                          | 41.54%            | 58.46%                 | \$18,572                        | (6,111)                    | -32.90%                   |
| <b>CAPITAL OUTLAY</b>                               | 17,000                    | -                               | 0.00%             | 100.00%                | \$230                           | (230)                      | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>1,705,370</b>          | <b>716,589</b>                  | <b>42.02%</b>     | <b>57.98%</b>          | <b>\$669,401</b>                | <b>\$47,188</b>            | <b>7.05%</b>              |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$129,370)</b>        | <b>(\$86,625)</b>               |                   |                        | <b>\$ (19,380)</b>              | <b>(\$67,245)</b>          |                           |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**STORM DRAIN FUND - 15**

|                                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|
| <b>REVENUE:</b>                                     |                           |                                 |                   |                        |                                 |                            |
| USERS FEE                                           | 1,470,000                 | 614,424                         | 41.80%            | 58.20%                 | 611,845                         | 2,579                      |
| OTHER REVENUE                                       | -                         | -                               | -                 | -                      | -                               | -                          |
| INTEREST INCOME                                     | 55,000                    | 29,106                          | 52.92%            | 47.08%                 | 22,507                          | 6,600                      |
|                                                     |                           |                                 | -                 | -                      |                                 | -                          |
| <b>TOTAL REVENUE</b>                                | <b>\$1,525,000</b>        | <b>\$643,531</b>                | <b>42.20%</b>     | <b>57.80%</b>          | <b>\$634,352</b>                | <b>\$9,179</b>             |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |
| PERSONNEL                                           | 501,300                   | 186,188                         | 37.14%            | 62.86%                 | \$174,830                       | 11,358                     |
| SUPPLIES                                            | 38,650                    | 4,892                           | 12.66%            | 87.34%                 | \$6,650                         | (1,758)                    |
| MAINTENANCE                                         | 56,500                    | 7,321                           | 12.96%            | 87.04%                 | \$5,777                         | 1,544                      |
| CONTRACTUAL & SUNDRY                                | 167,880                   | 53,311                          | 31.76%            | 68.24%                 | \$55,503                        | (2,192)                    |
| CAPITAL                                             | 3,679,518                 | 1,093,634                       | 29.72%            | 70.28%                 | \$3,739                         | 1,089,895                  |
| TRANSFERS TO OTHER FUNDS                            | 73,500                    | 30,721                          | 41.80%            | 58.20%                 | \$43,509                        | (12,788)                   |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |
| <b>TOTAL EXPENDITURES</b>                           | <b>\$4,517,348</b>        | <b>\$1,376,067</b>              | <b>30.46%</b>     | <b>69.54%</b>          | <b>\$290,006</b>                | <b>\$1,086,061</b>         |
| <br>                                                |                           |                                 |                   |                        |                                 |                            |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$2,992,348)</b>      | <b>(\$732,537)</b>              |                   |                        | <b>\$344,345</b>                | <b>(\$1,076,882)</b>       |

100.00%

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**STREET MAINTENANCE FUND - 14**

|                                                         | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|---------------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                         |                           |                                 |                   |                        |                                 |                            |                           |
| SALES TAX                                               | 759,000                   | 314,048                         | 41.38%            | 58.62%                 | 307,272                         | 6,777                      | 2.2%                      |
| INTEREST EARNINGS                                       | 10,000                    | 4,266                           | -                 | -                      | 5,702                           | (1,436)                    | -25.2%                    |
| INTEREST/ESCROW                                         | -                         | -                               | -                 | -                      | -                               | 0                          | -                         |
| CONTRIBUTIONS/OTHER                                     | -                         | -                               | -                 | -                      | -                               | 0                          | -                         |
| <b>TOTAL REVENUE</b>                                    | <b>\$ 769,000</b>         | <b>\$318,314</b>                | <b>41.38%</b>     | <b>58.62%</b>          | <b>312,973</b>                  | <b>\$5,340</b>             | <b>1.71%</b>              |
| <br><b>MAINTENANCE</b>                                  | <br>100,000               | <br>14,826                      | <br>14.83%        | <br>85.17%             | <br>47,266                      | <br>(32,441)               | <br>0.0%                  |
| <b>CONTRACTUAL &amp; SUNDRY</b>                         | <b>8,000</b>              | <b>775</b>                      | <b>9.69%</b>      | <b>90.31%</b>          | <b>420</b>                      | <b>355</b>                 | <b>0.0%</b>               |
| <b>CAPITAL OUTLAY</b>                                   | <b>800,000</b>            | <b>-</b>                        | <b>0.00%</b>      | <b>100.00%</b>         | <b>49,312</b>                   | <b>(49,312)</b>            | <b>-100.0%</b>            |
| <br><b>TOTAL EXPENDITURES</b>                           | <br><b>908,000</b>        | <br><b>15,601</b>               | <br><b>1.72%</b>  | <br><b>98.28%</b>      | <br><b>96,998</b>               | <br><b>(\$81,397)</b>      | <br><b>-83.9%</b>         |
| <br><b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <br><b>-\$139,000</b>     | <br><b>\$302,713</b>            |                   |                        | <br><b>\$215,976</b>            | <br><b>\$86,737</b>        |                           |

100.00%

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**WATAUGA ECONOMIC DEVELOPMENT CORP - 04**

|                                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>REVENUE:</b>                                     |                           |                                 |                   |                        |                                 |                            |                           |
| <b>SALES TAX</b>                                    | 764,000                   | 314,822                         | 41.21%            | 58.79%                 | 311,015                         | 3,807                      | 1.22%                     |
| <b>INTEREST EARNINGS</b>                            | 10,000                    | 1,807                           | 18.07%            | 81.93%                 | 4,127                           | (2,320)                    | -56.22%                   |
| <b>INTEREST/ESCROW</b>                              | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>CONTRIBUTIONS/OTHER</b>                          | -                         | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>\$774,000</b>          | <b>\$316,629</b>                | <b>40.91%</b>     | <b>59.09%</b>          | <b>\$315,142</b>                | <b>1,487</b>               | <b>0.47%</b>              |
| <b>PERSONNEL SERVICES</b>                           | -                         | (0)                             | 0.00%             | 100.00%                | 168,072                         | (168,072)                  | -100.00%                  |
| <b>NON-DEPARTMENTAL</b>                             | -                         | -                               | 0.00%             | 100.00%                | 5,698                           | (5,698)                    | -100.00%                  |
| <b>SUPPLIES</b>                                     | 2,200                     | 291                             | 13.21%            | 86.79%                 | 7,688                           | (7,397)                    | -96.22%                   |
| <b>MAINTENANCE</b>                                  | 4,000                     | -                               | 0.00%             | 100.00%                | 20,428                          | (20,428)                   | -100.00%                  |
| <b>CONTRACTUAL &amp; SUNDRY</b>                     | 148,450                   | 43,547                          | 29.33%            | 70.67%                 | 43,111                          | 436                        | 1.01%                     |
| <b>TRANSFERS</b>                                    | 294,470                   | 155,077                         | 52.66%            | 47.34%                 | 21,560                          | 133,518                    | 619.29%                   |
| <b>CAPITAL OUTLAY</b>                               | 7,500                     | -                               | 0.00%             | 100.00%                | 5,500                           | (5,500)                    | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>456,620</b>            | <b>198,915</b>                  | <b>43.56%</b>     | <b>56.44%</b>          | <b>\$ 272,057</b>               | <b>(73,142)</b>            | <b>-26.88%</b>            |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>\$317,380</b>          | <b>\$117,714</b>                |                   |                        | <b>\$43,085</b>                 | <b>\$74,628</b>            |                           |

**CITY OF WATAUGA**  
**BUDGET TO ACTUAL COMPARISON**  
**FISCAL YEAR 2020**  
For the period ending February 29, 2020 (2nd FY Qtr.)

**Traffic Safety - 28**

| <b>REVENUE:</b>                                     | <b>CURRENT<br/>BUDGET</b> | <b>2/29/2020<br/>YTD ACTUAL</b> | <b>%<br/>USED</b> | <b>%<br/>REMAINING</b> | <b>2/29/2019<br/>YTD ACTUAL</b> | <b>\$ CHG<br/>20 vs 19</b> | <b>% CHG<br/>20 vs 19</b> |
|-----------------------------------------------------|---------------------------|---------------------------------|-------------------|------------------------|---------------------------------|----------------------------|---------------------------|
| <b>FINES &amp; FORFEITURES</b>                      | -                         | -                               | 0.00%             | 100.00%                | 509,196                         | (509,196)                  | -100.00%                  |
| <b>INTEREST</b>                                     | 28,700                    | 1,602                           | 5.58%             | 94.42%                 | 1,148                           | 454                        | -                         |
|                                                     |                           | -                               | -                 | -                      | -                               | -                          | -                         |
| <b>TOTAL REVENUE</b>                                | <b>28,700</b>             | <b>1,602</b>                    | <b>5.58%</b>      | <b>194.42%</b>         | <b>510,344</b>                  | <b>(508,742)</b>           | <b>-99.69%</b>            |
| <b>PERSONNEL SERVICES</b>                           | 374,930                   | 110,450                         | 29.46%            | 70.54%                 | 61,424                          | 49,026                     | 79.82%                    |
| <b>SUPPLIES</b>                                     | 4,500                     | 1,364                           | 30.31%            | 69.69%                 | -                               | 1,364                      | 0.00%                     |
| <b>CONTRACTUAL &amp; SUNDRY</b>                     | 1,500                     | 705                             | 47.00%            | 53.00%                 | 52,692                          | (51,987)                   | -98.66%                   |
| <b>CAPITAL OUTLAY</b>                               | -                         | -                               | 0.00%             | 100.00%                | -                               | -                          | 0.00%                     |
| <b>TOTAL EXPENDITURES</b>                           | <b>380,930</b>            | <b>112,519</b>                  | <b>29.54%</b>     | <b>70.46%</b>          | <b>114,115</b>                  | <b>(1,597)</b>             | <b>-1.40%</b>             |
| <b>EXCESS REVENUE OVER (UNDER)<br/>EXPENDITURES</b> | <b>(\$352,230)</b>        | <b>(\$110,917)</b>              |                   |                        | <b>\$396,229</b>                | <b>(\$507,145)</b>         |                           |

100.00%

# ***DEPARTMENTAL CONSOLIDATED REPORT***

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**FEBRUARY 2020**

## Group Summary

| Departmen...                        | Original<br>Total Budget | Current<br>Total Budget | Period<br>Activity  | Fiscal<br>Activity  | Encumbrances      | Variance<br>Favorable<br>(Unfavorable) | Percent<br>Remaining |
|-------------------------------------|--------------------------|-------------------------|---------------------|---------------------|-------------------|----------------------------------------|----------------------|
| 010 - CITY SECRETARY OFFICE         | 281075.00                | 281,075.00              | 17,079.25           | 94,112.84           | 0.00              | 186,962.16                             | 66.52 %              |
| 011 - HUMAN RESOURCES               | 165175.00                | 165,175.00              | 13,879.80           | 63,447.74           | 5,545.59          | 96,181.67                              | 58.23 %              |
| 013 - DEVELOPMENT SERVICES DIVISION | 205555.00                | 205,555.00              | 8,225.93            | 81,534.49           | 38,631.23         | 85,389.28                              | 41.54 %              |
| 015 - CITY MANAGER                  | 321360.00                | 321,360.00              | 23,282.86           | 119,149.94          | 67.74             | 202,142.32                             | 62.90 %              |
| 016 - BUSINESS RETENTION/EDC        | 19300.00                 | 19,300.00               | 0.00                | 2,413.82            | 0.00              | 16,886.18                              | 87.49 %              |
| 017 - BUSINESS ATTRACTION/EDC       | 23250.00                 | 53,750.00               | 750.00              | 26,101.79           | 15,663.60         | 11,984.61                              | 22.30 %              |
| 018 - GENERAL ADMINISTRATION/EDC    | 89100.00                 | 89,100.00               | 2,115.91            | 15,322.40           | 6,820.56          | 66,957.04                              | 75.15 %              |
| 020 - NON-DEPARTMENTAL              | 2041976.00               | 2,053,976.00            | 169,007.76          | 1,041,407.29        | 57,625.20         | 954,943.51                             | 46.49 %              |
| 030 - MUNICIPAL COURT DIVISION      | 436750.00                | 436,750.00              | 35,119.76           | 177,422.42          | 1,364.97          | 257,962.61                             | 59.06 %              |
| 040 - FINANCE                       | 524340.00                | 524,340.00              | 64,069.69           | 252,577.61          | 13.72             | 271,748.67                             | 51.83 %              |
| 045 - BILLING & COLLECTIONS         | 526700.00                | 526,700.00              | 37,941.38           | 202,790.61          | 0.00              | 323,909.39                             | 61.50 %              |
| 050 - INFORMATION TECHNOLOGY        | 456610.00                | 456,610.00              | 24,142.32           | 235,545.28          | 5,383.60          | 215,681.12                             | 47.24 %              |
| 060 - LIBRARY                       | 1009100.00               | 1,009,100.00            | 65,037.44           | 317,873.66          | 65,720.49         | 625,505.85                             | 61.99 %              |
| 070 - RECREATION                    | 722050.00                | 722,050.00              | 47,528.25           | 255,612.53          | 4,606.00          | 461,831.47                             | 63.96 %              |
| 075 - PARKS DEPARTMENT              | 618500.00                | 618,500.00              | 37,024.14           | 198,490.99          | 34,221.32         | 385,787.69                             | 62.37 %              |
| 080 - POLICE                        | 6079000.00               | 6,079,000.00            | 364,541.60          | 2,426,950.32        | 55,033.63         | 3,597,016.05                           | 59.17 %              |
| 085 - FIRE/MIS                      | 2621325.00               | 3,074,469.00            | 196,211.23          | 1,047,615.80        | 36,008.91         | 1,990,844.29                           | 64.75 %              |
| 090 - PUBLIC WORKS                  | 1274500.00               | 1,274,500.00            | 74,678.06           | 405,638.68          | 8,247.00          | 860,614.32                             | 67.53 %              |
| 093 - WATER DISTRIBUTION            | 2749200.00               | 2,749,200.00            | 202,427.54          | 1,118,864.05        | 22,864.36         | 1,607,471.59                           | 58.47 %              |
| 094 - WASTEWATER COLLECTION         | 2531950.00               | 2,531,950.00            | 169,880.31          | 942,645.62          | 7,987.51          | 1,581,316.87                           | 62.45 %              |
| 097 - FLEET MAINTENANCE             | 198450.00                | 198,450.00              | 12,380.94           | 86,397.03           | 22,614.12         | 89,438.85                              | 45.07 %              |
| 098 - BUILDING MAINTENANCE          | 823000.00                | 823,000.00              | 55,095.14           | 282,687.34          | 35,752.98         | 504,559.68                             | 61.31 %              |
| <b>Report Total:</b>                | <b>23,718,266.00</b>     | <b>24,213,910.00</b>    | <b>1,620,419.31</b> | <b>9,394,602.25</b> | <b>424,172.53</b> | <b>14,395,135.22</b>                   | <b>59.45 %</b>       |



## AGENDA MEMORANDUM

**DATE:** April 1, 2020

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, P.E., CFM, Director of Public Works

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving a professional services agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for construction on Whitley Road 4; providing for repeal; providing for severability; providing an effective date

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### **BACKGROUND/INFORMATION:**

The 2015/16 thru 2020-21 Capital Improvement Plan (CIP) for the City of Watauga includes Whitley Road from Watauga Road to North Tarrant Parkway broken into five (5) separate CIP Projects.

Whitley Road 1 from Oakhill Road to Starnes Road is complete.

Whitley Road 2 (Watauga Road to near Chapman Road) is under construction and estimated to be complete in December 2020.

Whitley Road 3 (near Chapman Road to near Concord Street) is in the final design phase and should be out for construction bidding in the summer of 2020.

On March 9, 2020, the City Council approved moving forward with Whitley Road 4 without adding a roundabout. The limits of Whitley Road 4 shall be from just south of Concord Street to just south of Oakhill Road. The design would include a 41 feet wide street section, bike lanes, driveways at City Hall and Police Station on Whitley Road, underground storm drainage, 16" water mains, sidewalks, and other miscellaneous items of work similar to the completed Whitley Road 1 Project from Oakhill Road to Starnes Road.

Staff forwards the attached contract, which allows the City to retain engineering and construction administration services with Burgess and Niple, Inc. There is funding in the approved 2019-20 Budget for Whitley Road 4 Design. The proposed contract is for \$665,000. The estimated construction cost for Whitley Road 4 is \$4,804,000 bringing





## AGENDA MEMORANDUM

the total estimated cost for both engineering and construction to \$5,469,000. The City of Watauga would need to fund in future budget years the additional monies for the construction.

Funding today, \$519,116 in the 2017 CO, \$2,100,000 in the 2018 CO, \$310,448 Storm Drainage Fund, for a total of \$2,929,564.

The timeline for design has the City of Watauga putting this project out for construction bidding in October 2021.

### **FINANCIAL IMPLICATIONS:**

Funding in 2019-20 Budget

### **RECOMMENDATION/ACTION DESIRED:**

Consider approval of the engineering contract with Burgess & Niple, Inc. for Whitley Road 4 Capital Improvement Plan Project

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Whitley Road 4 - Design - Proposal - Burgess Niple - April 2020
2. Location Map - Whitley Road 4 - April 2020 Agenda
3. Schedule - Design and Construction - Whitley Road 4
4. Form 1295 - Burgess Niple - Whitley Road 4 - Agenda May 2020
5. Resolution Approving Whitley Road 4

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Sandra Gibson, CGFO, CGFM, Director of Finance

Paul Hackleman, P.E., CFM, Director of Public Works

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 4/2/2020

Approved - 4/9/2020

Approved - 4/9/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

# BURGESS & NIPLE

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3950 Fossil Creek Blvd., Suite 210 | Fort Worth, TX 76137 | 817.306.1444

March 30, 2020

Paul Hackleman, P.E.  
Public Works Director  
City of Watauga, Texas  
7800 Virgil Anthony Blvd.  
Watauga, Texas 76148

Reference: Whitley Road 4 – Professional Services Proposal

Dear Mr. Hackleman:

Burgess & Niple (B&N) is pleased to submit this Agreement for Professional Services to provide professional services for the City of Watauga. This agreement is for B&N to provide Professional Engineering Services for the design of Whitley Road 4. Attached is the Agreement, which is prepared for the City Manager's signature.

Thank you for the opportunity to serve the City of Watauga.

Respectfully submitted,  
**BURGESS & NIPLE, INC.**  
TBPELS FIRM REGISTRATION NO. F-10834



William D. Wendland, P.E.  
Associate  
Director, Fort Worth Public Sector

Attachment

**AGREEMENT BETWEEN  
CITY OF WATAUGA, TEXAS  
AND  
BURGESS & NIPLE, INC.  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE AS OF \_\_\_\_\_ ("Effective Date") between CITY OF WATAUGA, TEXAS ("CLIENT") and Burgess & Niple, Inc. ("ENGINEER"). ENGINEER agrees to provide the services described below to CLIENT for Whitley Road 4 ("ASSIGNMENT").

Client Legal Name: City of Watauga, Texas

Street Address: 7105 Whitley Road

City: Watauga State: Texas Zip Code: 76148

Contact Person: Paul Hackleman, P.E., Public Works Director

Phone: (817) 514-5837 Fax: (817) 514-5854

☐ Corporation  
☒ Public Agency

☐ Partnership  
☐ Individual

☐ Sole Proprietor  
☐ Limited Liability Company (LLC)

**The ASSIGNMENT**

ENGINEER will provide professional engineering services to design the improvements for Whitley Road 4 from south of Concord Street to south of Oakhill Road, approximately 2,200 linear feet. See Exhibit A – Assignment Location Map. Whitley Road is a Collector Road listed on the Watauga Master Thoroughfare Plan and will be improved to a concrete roadway with monolithic curb by this ASSIGNMENT. Whitley Road 4 will contain bike lanes and sidewalks where the existing right-of-way will allow. The improvements will also include underground storm drains, replacement of the 16" water line, rehabilitation of sanitary sewer lines under Whitley Road as needed and revising the driveway access of City property onto Whitley Road. The estimated total cost of this ASSIGNMENT is \$5,469,000. See Exhibit B – Opinion of Probable Construction Cost.

**SCOPE OF SERVICES**

**DESIGN**

Following the notice to proceed, ENGINEER will subcontract with a Surveyor to locate and document visible and apparent information pertinent to the design and construction of the ASSIGNMENT. A right-of-way strip map within the ASSIGNMENT limits will be prepared. The new roadway will be contained within the existing right-of-way. Currently, Whitley Road 4 is very wide and ENGINEER will prepare an exhibit for the CLIENT's review and approval that will determine the most appropriate street width for the ASSIGNMENT. All residential driveways for this ASSIGNMENT will be profiled in the plans. ENGINEER will subcontract with a Geotechnical Engineer to take up to 6 bores and up to 15 roadway cores and test them for sulfates. Utilizing tests of the bores and cores, the Geotechnical Engineer will prepare a geotechnical report for pavement subgrade stabilization, and guidelines for Portland cement concrete pavement design and earthwork recommendations. ENGINEER will design the drainage system for the ASSIGNMENT to contain the 100-year storm within both a new underground system and within the right-of-way. ENGINEER will design the replacement of the 16" water line. ENGINEER will prepare plans and specifications of the entire ASSIGNMENT for the purpose of taking bids of the ASSIGNMENT in one bid package. ENGINEER will include in this ASSIGNMENT the redesign of both the Police Department's and City Hall's driveway access onto Whitley Road. The surveyor will write easement descriptions and exhibits for up to 19 "permanent public facilities easements", i.e., 10'x10' corner clip easements to contain new ADA ramps.

**BIDDING**

Once the plans are approved for advertisement by the CLIENT, ENGINEER will assist the CLIENT in advertising and bidding of the ASSIGNMENT in one bid package. ENGINEER will assist the CLIENT with awarding the ASSIGNMENT.

#### CONSTRUCTION ADMINISTRATION

ENGINEER will provide construction administration services on the ASSIGNMENT. Construction Administration is defined as monthly site visits, answering contractor's and CLIENT'S questions during construction, preparing change orders (estimated at five (5) maximum), reviewing contractor's monthly payment applications, attending monthly construction meetings, assisting in the final walk-through and preparing record drawings.

#### DELIVERABLES

ENGINEER will prepare construction plans, specifications and cost estimates so that the CLIENT can advertise to receive bids for the construction of the ASSIGNMENT. Up to five (5) hard copies of the plans, specifications and cost estimates will be provided to the CLIENT along with an electronic PDF version. One set of Record Drawings will be delivered at the conclusion of the ASSIGNMENT.

#### EXCLUSIONS

The ASSIGNMENT only includes the above Scope of Services listed above. Abstracting services, arborist services, construction staking services, or subsurface utility engineering (SUE) investigation services are not included.

This Agreement shall include this Agreement form, Exhibit A – Assignment Location Map, Exhibit B – Opinion of Probable Construction Cost, Exhibit C – Hourly Fee Schedule and Exhibit D – Governmental Contract and Purchasing Rider.

#### ASSIGNMENT START

CLIENT shall execute both copies of Agreement. A signed original of the Agreement returned to the office indicated will consummate our Agreement and serve as authorization for ENGINEER to proceed with the services. The person signing this contract warrants that he or she has the authority to sign as or on behalf of the CLIENT for whom or for whose benefit ENGINEER'S services are rendered. This Agreement may be executed by a facsimile signature that, when so executed, shall be deemed to be an original of the same Agreement.

#### TIME FOR COMPLETION

Engineer shall complete its obligations within a reasonable time. All services are to be completed by September 30, 2023 and is hereby agreed to be reasonable. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If CLIENT authorizes changes in the scope, extent, or character of the ASSIGNMENT or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. CLIENT shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then CLIENT shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

CLIENT and ENGINEER further agree as follows:

##### *1.01 Basic Agreement*

- A. ENGINEER shall provide, or cause to be provided, the services set forth in this Agreement and CLIENT shall pay ENGINEER for such Services as set forth in Paragraph 10.01 and Exhibit C – Hourly Fee Schedule.
- B. The CLIENT and the ENGINEER understand, acknowledge, and agree that the ENGINEER shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency, or fiduciary relationship.

##### *2.01 Payment Procedures*

- A. ENGINEER will prepare a monthly invoice in accordance with ENGINEER'S standard invoicing practices and submit the invoice to CLIENT.

- B. CLIENT will pay ENGINEER'S monthly invoices in accordance with Texas Government Code Title 10. General Government; Subtitle F. State and Local Contracts and Fund Management, Chapter 2251. Payment for Goods and Services.
- C. If CLIENT does not give ENGINEER written notice disputing an invoice within thirty (30) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by CLIENT should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, ENGINEER may, at its sole discretion, apply payments against outstanding interest or invoices.
- D. In the event sales tax is imposed on professional services, CLIENT shall be responsible for this additional cost.
- E. Overtime work requested by the CLIENT shall be invoiced at 1.5 times the hourly rates set forth in Exhibit C. Work on Sundays or legal holidays shall be invoiced at 2.0 times the hourly rates set forth in Exhibit C. No guarantees are made as to the availability of ENGINEER'S personnel for overtime work.
- F. ENGINEER shall not be required to release its files or work product to the CLIENT or to any other party until such time as ENGINEER receives full payment for all services rendered, including reimbursable expenses and interest incurred under the Agreement.

#### 3.01 *Additional Services*

- A. If authorized by CLIENT, or if required because of changes in the ASSIGNMENT, ENGINEER shall furnish services in addition to those set forth above.
- B. CLIENT shall pay ENGINEER for such additional services an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of ENGINEER'S employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and ENGINEER'S Consultants' charges, if any or at established Unit Costs. ENGINEER'S standard hourly rates, reimbursable expenses schedule, and applicable unit cost items are set forth in Exhibit C. Additional Services require written authorization by CLIENT prior to performance of such services.

#### 4.01 *Termination*

- A. The Agreement may be terminated with or without cause by either party on thirty (30) days' written notice, the end of such notice period being the effective date of termination. CLIENT shall pay ENGINEER in accordance with the Agreement for all services performed and reimbursable expenses incurred through the effective date of termination.

#### 5.01 *Controlling Law*

- A. This Agreement is to be governed by the laws of the State of Texas. Each party consents to and submits itself to jurisdiction of the courts of the State of Texas, and to venue in Tarrant County, Texas.
- B. For claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof, the parties shall endeavor to settle these matters by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

#### 6.01 *Successors, Assigns, and Beneficiaries*

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.01.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the

partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all agreements and obligations of this Agreement.

- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ENGINEER.

#### 7.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services and all warranties are specifically disclaimed, including warranties of merchantability and fitness for a particular purpose. ENGINEER may employ consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CLIENT. ENGINEER is responsible for the work product of such consultants employed by ENGINEER.
- B. Upon payment in full for completed services, original documents, plans, designs, and survey notes developed in connection with services performed hereunder belong to and remain the property of the CLIENT in consideration of which it is mutually agreed that the CLIENT will use them solely in connection with the Assignment, save with the express consent of the ENGINEER. The ENGINEER may retain reproducible copies of such documents.
- C. ENGINEER shall not at any time supervise, direct, or have control over any work by CLIENT'S contractors, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor engaged by the CLIENT, for safety precautions and programs incident to the work progress of a CLIENT'S contractor, nor for any failure of any contractor engaged by CLIENT to comply with laws and regulations applicable to such contractor's work.
- D. ENGINEER neither guarantees the performance of any contractor engaged by the CLIENT nor assumes responsibility for any such contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor.
- E. ENGINEER shall not be responsible for the acts or omissions of any CLIENT-engaged contractor, subcontractor, or supplier, or of any CLIENT-engaged contractor's agents or employees or any other persons (except ENGINEER'S own employees) at the ASSIGNMENT site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the ENGINEER'S Joint Contract Documents Committee (No. C-700, 2007 Edition).
- G. A VARIETY OF RISKS POTENTIALLY AFFECT ENGINEER BY VIRTUE OF ITS ENTERING INTO AN AGREEMENT TO PERFORM PROFESSIONAL SERVICES ON CLIENT'S BEHALF. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A FEE THAT DOES NOT NEED TO ACCOUNT FOR UNLIMITED RISKS, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ENGINEER (1) WAIVE AGAINST EACH OTHER, AND THE OTHER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND CONSULTANTS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR

IN ANY WAY RELATED TO THE ASSIGNMENT, AND (2) AGREE THAT ENGINEER'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY ENGINEER, WHICHEVER IS GREATER.

- H. In the event that ENGINEER undertakes to provide construction cost estimation services, the following shall apply. Evaluation of the CLIENT'S ASSIGNMENT budget, preliminary estimates of construction costs, and detailed estimates of construction costs (if any), or any portion thereof prepared by ENGINEER represent ENGINEER'S judgment, based upon the information provided to ENGINEER at the time of evaluation or preparation, as a design professional familiar with the construction industry. It is recognized, however, that neither ENGINEER nor the CLIENT has control over the cost of labor, materials, or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, ENGINEER does not have any responsibility in the event that bids or negotiated prices vary from the CLIENT'S ASSIGNMENT budget or from any estimate or construction cost or evaluation prepared or agreed to by ENGINEER.
- I. The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the ASSIGNMENT affected thereby until CLIENT: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.
- J. The parties acknowledge that ENGINEER'S scope of services does not include any services specifically not included within ENGINEER'S Scope of Service
- K. The parties acknowledge that ENGINEER'S Scope of Services is based upon the ordinance, criteria and/or policies and procedures currently in effect in the City of Watauga, Texas, as reasonably interpreted. Any revisions to these policies could impact the proposed civil engineering services and therefore necessitate an appropriate adjustment in the above fees.
- L. With the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER'S and CLIENT'S representatives with respect to the Assignment and the responsibilities of the CLIENT under the Agreement. Such an individual shall have the authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.
- M. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Agreement on behalf of ENGINEER verifies that ENGINEER and its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Agreement is a contract for goods or services, will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

- N. The signatory executing the Contract on behalf of ENGINEER represents that neither ENGINEER nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a

company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

**8.01 Total Agreement**

- A. This Agreement (consisting of pages 1 to 15, inclusive), together with any expressly incorporated appendix or attachments, constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Severability**

- A. If any part, term, or provision of the Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of the Agreement shall not be affected, and the rights of the ENGINEER and CLIENT shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

**10.01 Payment for Scope of Services (Maximum Sum Basis)**

- A. Using the procedures set forth in paragraph 2.01, CLIENT shall pay ENGINEER for Scope of Services as follows:
1. A total Maximum Sum amount of **Six Hundred Sixty-Five Thousand Dollars and No Cents (\$665,000.00).**
  2. The Maximum Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Maximum Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  3. The portion of the compensation amount billed monthly for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the Maximum Sum Items and Unit Cost Items actually completed during the billing period. The compensation amount stipulated is conditioned on a period of service ending by September 30, 2023. If such end date is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**SIGNATURES ON NEXT PAGE**



Agreement between City of Watauga, Texas and Burgess & Niple, Inc. for professional services  
Whitley Road 4

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT: **City of Watauga, Texas**

ENGINEER: **Burgess & Niple, Inc.**

By: \_\_\_\_\_  
Andrea Gardner

By:  \_\_\_\_\_  
Steven D. Sanders, P.E.

Title: City Manager

Title: Vice President

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

Date Signed: March 30, 2020

Address for giving notices:

Address for giving notices:

7105 Whitley Road

3950 Fossil Creek Blvd., Suite 210

Watauga, TX 76148

Fort Worth, Texas 76137

**Address for remitting invoices:**

**Attention: Burgess & Niple, Inc. – Accounting Department**

**5085 Reed Road**

**Columbus, Ohio 43220**

Designated Representative (Paragraph 7.01 L.):

Designated Representative (Paragraph 7.01 L.):

Name: Paul Hackleman, P.E.

Name: William Wendland, P.E.

Title: Public Works Director

Title: Director, Fort Worth Public Sector

Phone Number: (817) 514-5837

Phone Number: (817) 306-1444, x6105

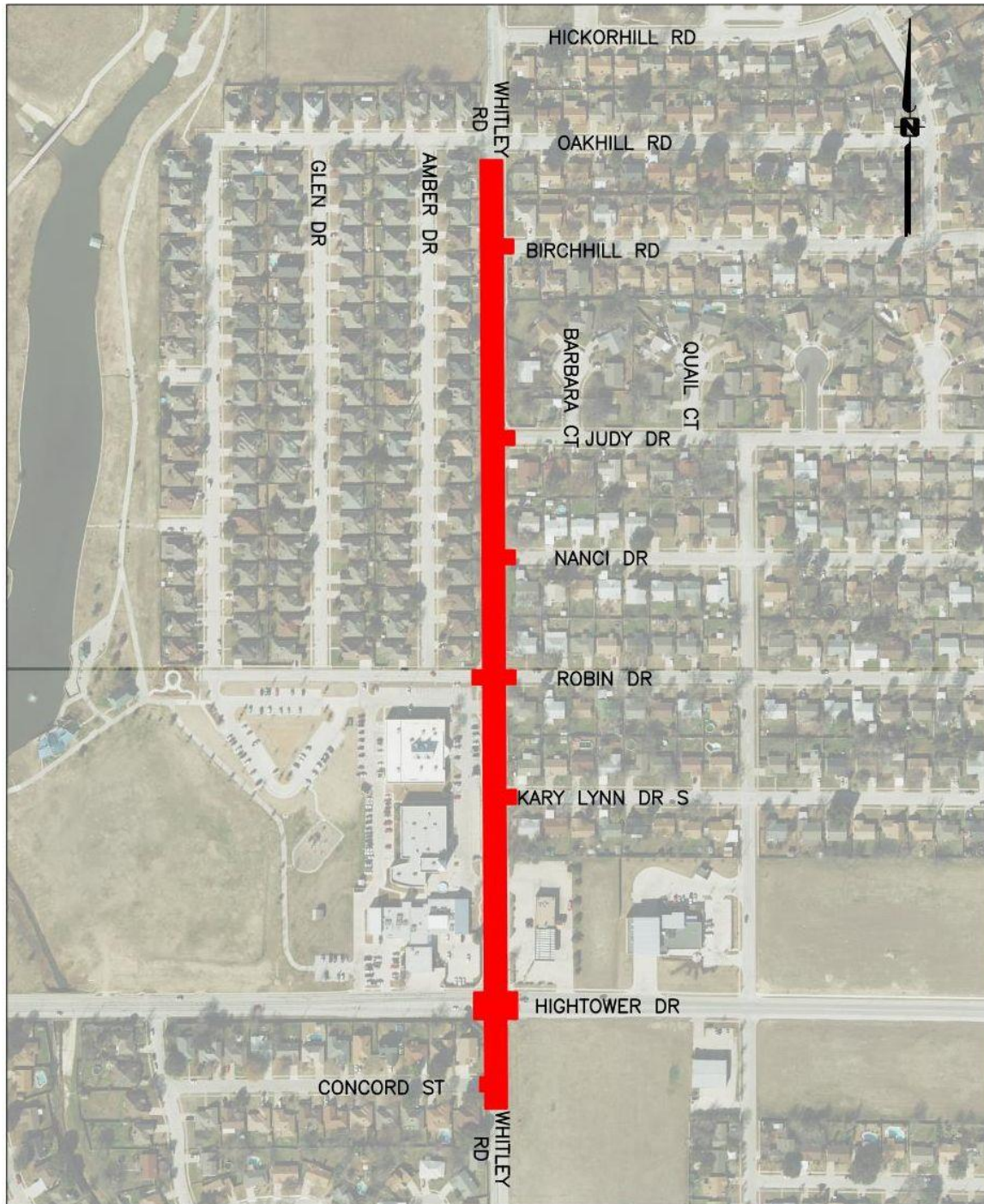
Facsimile Number: (817) 514-5854

Facsimile Number: (817) 306-1555

Email Address: PHackleman@wataugatx.org

Email Address: billy.wendland@burgessniple.com

**EXHIBIT A**  
**ASSIGNMENT LOCATION MAP**



**BURGESS & NIPLE**  
Engineers ■ Planners

**WHITLEY ROAD 4**  
PROJECT MAP  
NOT TO SCALE



**EXHIBIT B**  
**OPINION OF PROBABLE CONSTRUCTION COST**

**PROJECT: WHITLEY ROAD 4**

**OWNER:** City of Watauga, TX

**PROJECT DESCRIPTION :**

Concord Street to Oakhill Road (No Roundabout)  
8" Thk. 41' & 49' B-B Concrete Pavement

**DATE:** March 27, 2020

**BY:** William D. Wendland, P.E.

| ITEM NO.                                             | DESCRIPTION OF UNIT                      | UNIT | TOTAL QUANTITY | UNIT PRICE    | COST                   |
|------------------------------------------------------|------------------------------------------|------|----------------|---------------|------------------------|
| 1                                                    | Prepare/Restore ROW                      | LS   | 1              | \$ 75,000.00  | \$ 75,000.00           |
| 2                                                    | Remove Existing 18" Storm Drain          | LF   | 300            | \$ 26.00      | \$ 7,800.00            |
| 3                                                    | Remove Existing 24" Storm Drain          | LF   | 100            | \$ 38.00      | \$ 3,800.00            |
| 4                                                    | Remove Existing 30" Storm Drain          | LF   | 186            | \$ 48.50      | \$ 9,021.00            |
| 5                                                    | Remove Existing 36" Storm Drain          | LF   | 395            | \$ 72.00      | \$ 28,440.00           |
| 6                                                    | Remove Existing Curb Inlet               | EA   | 8              | \$ 1,690.00   | \$ 13,520.00           |
| 7                                                    | Remove Existing Vault                    | EA   | 3              | \$ 1,690.00   | \$ 5,070.00            |
| 8                                                    | Remove Existing Curb and Gutter          | LF   | 3,360          | \$ 5.80       | \$ 19,488.00           |
| 9                                                    | Remove Existing Concrete Flatwork        | SF   | 14,224         | \$ 2.25       | \$ 32,004.00           |
| 10                                                   | 36" Dia. ASTM C-76 CL. III RCP           | LF   | 395            | \$ 214.00     | \$ 84,530.00           |
| 11                                                   | 30" Dia. ASTM C-76 CL. III RCP           | LF   | 186            | \$ 169.00     | \$ 31,434.00           |
| 12                                                   | 24" Dia. ASTM C-76 CL. III RCP           | LF   | 330            | \$ 135.00     | \$ 44,550.00           |
| 13                                                   | 18" Dia. ASTM C-76 CL. III RCP           | LF   | 300            | \$ 124.00     | \$ 37,200.00           |
| 14                                                   | Storm Drain Vault                        | EA   | 8              | \$ 8,450.00   | \$ 67,600.00           |
| 15                                                   | 10' Recessed Curb Inlet                  | EA   | 12             | \$ 6,760.00   | \$ 81,120.00           |
| 16                                                   | Remove Existing 6' High Wood Fence       | LF   | 1,980          | \$ 4.80       | \$ 9,504.00            |
| 17                                                   | 6' High Wood Fence                       | LF   | 1,980          | \$ 50.00      | \$ 99,000.00           |
| 18                                                   | Temporary 6' High Chain Link Fence       | LF   | 1,980          | \$ 30.00      | \$ 59,400.00           |
| 19                                                   | Temporary Asphalt Pavement Replacement   | LF   | 3,671          | \$ 39.00      | \$ 143,169.00          |
| 20                                                   | Unclassified Excavation                  | CY   | 7,187          | \$ 39.00      | \$ 280,293.00          |
| 21                                                   | Controlled Density Embankment            | CY   | 719            | \$ 45.00      | \$ 32,355.00           |
| 22                                                   | 8" Thk. Lime Stabilized Subgrade         | SY   | 12,441         | \$ 9.00       | \$ 111,969.00          |
| 23                                                   | 6" Thk. Lime Stabilized Subgrade         | SY   | 552            | \$ 6.75       | \$ 3,726.00            |
| 24                                                   | Lime for Stabilized Subgrade             | TONS | 275            | \$ 208.00     | \$ 57,200.00           |
| 25                                                   | 8" Thk. Concrete Pavement                | SY   | 12,397         | \$ 81.00      | \$ 1,004,157.00        |
| 26                                                   | 6" Integral Curb                         | LF   | 4,160          | \$ 4.50       | \$ 18,720.00           |
| 27                                                   | 6" Curb and 24" Gutter                   | LF   | 300            | \$ 28.00      | \$ 8,400.00            |
| 28                                                   | 6" Thk. Concrete Driveways (Commercial)  | SF   | 1,415          | \$ 9.30       | \$ 13,160.00           |
| 29                                                   | 5" Thk. Concrete Driveways (Residential) | SF   | 1,132          | \$ 8.20       | \$ 9,282.00            |
| 30                                                   | 4" Thk. Concrete Sidewalks               | SF   | 23,540         | \$ 7.30       | \$ 171,842.00          |
| 31                                                   | ADA Ramps                                | EA   | 24             | \$ 2,400.00   | \$ 57,600.00           |
| 32                                                   | Sidewalk Footing incl. Z Bar Connection  | LF   | 3,960          | \$ 16.00      | \$ 63,360.00           |
| 33                                                   | 12" x 12" Concrete Header                | LF   | 186            | \$ 19.00      | \$ 3,534.00            |
| 34                                                   | HMAC Transition                          | TONS | 150            | \$ 242.00     | \$ 36,300.00           |
| 35                                                   | Pavement Markings                        | LS   | 1              | \$ 34,000.00  | \$ 34,000.00           |
| 36                                                   | Salvage Existing Fire Hydrant            | EA   | 5              | \$ 676.00     | \$ 3,380.00            |
| 37                                                   | 24" Dia. (DR-18) PVC Water Line          | LF   | 80             | \$ 281.00     | \$ 22,480.00           |
| 38                                                   | 16" Dia. (DR-18) PVC Water Line          | LF   | 2,180          | \$ 180.00     | \$ 392,400.00          |
| 39                                                   | 8" Dia. (DR-18) PVC Water Line           | LF   | 400            | \$ 81.00      | \$ 32,400.00           |
| 40                                                   | 6" Dia. (DR-18) PVC Water Line           | LF   | 50             | \$ 81.00      | \$ 4,050.00            |
| 41                                                   | Fire Hydrant Assy.                       | EA   | 6              | \$ 5,630.00   | \$ 33,780.00           |
| 42                                                   | 24" Gate Valve                           | EA   | 1              | \$ 16,900.00  | \$ 16,900.00           |
| 43                                                   | 16" Gate Valve                           | EA   | 2              | \$ 13,500.00  | \$ 27,000.00           |
| 44                                                   | 6" By-Pass                               | EA   | 2              | \$ 11,270.00  | \$ 22,540.00           |
| 45                                                   | 8" Gate Valve                            | EA   | 6              | \$ 1,950.00   | \$ 11,700.00           |
| 46                                                   | Ductile Iron Fittings for Water Line     | TONS | 5              | \$ 6,000.00   | \$ 30,000.00           |
| 47                                                   | Connect to Existing Water Line           | EA   | 9              | \$ 4,600.00   | \$ 41,400.00           |
| 48                                                   | Remove Existing SSMH                     | EA   | 6              | \$ 1,300.00   | \$ 7,800.00            |
| 49                                                   | 8" Dia. PVC Sanitary Sewer Line          | LF   | 1,150          | \$ 132.00     | \$ 151,800.00          |
| 50                                                   | 4' Dia. Sanitary Sewer Manhole           | EA   | 6              | \$ 6,200.00   | \$ 37,200.00           |
| 51                                                   | Connect to Existing SS Line              | EA   | 8              | \$ 2,250.00   | \$ 18,000.00           |
| 52                                                   | Solid Sodding                            | SY   | 3,311          | \$ 13.85      | \$ 45,857.00           |
| 53                                                   | Remove and Replace School Flasher        | EA   | 1              | \$ 2,800.00   | \$ 2,800.00            |
| 54                                                   | Trench Safety                            | LF   | 1,211          | \$ 2.80       | \$ 3,391.00            |
| 55                                                   | Traffic Control Plan and Implementation  | LS   | 1              | \$ 34,000.00  | \$ 34,000.00           |
| 56                                                   | Erosion Control                          | LS   | 1              | \$ 5,500.00   | \$ 5,500.00            |
| 57                                                   | Project Signs                            | EA   | 2              | \$ 675.00     | \$ 1,350.00            |
| 58                                                   | Miscellaneous Allowance                  | LS   | 1              | \$ 300,000.00 | \$ 300,000.00          |
| <b>CONSTRUCTION SUBTOTAL</b>                         |                                          |      |                |               | <b>\$ 4,003,276.00</b> |
| <b>20% CONTINGENCY</b>                               |                                          |      |                |               | <b>\$ 800,655.00</b>   |
| <b>OPINION OF PROBABLE CONSTRUCTION COST</b>         |                                          |      |                |               | <b>\$ 4,804,000.00</b> |
| <b>SURVEYING, ENGINEERING AND CONSTRUCTION ADMIN</b> |                                          |      |                |               | <b>\$ 665,000.00</b>   |
| <b>GRAND TOTAL</b>                                   |                                          |      |                |               | <b>\$ 5,469,000.00</b> |

Note: This Engineer's Opinion of Probable Construction Cost is made on the basis of the Engineer's experience and best judgment as a design professional. The Engineer has no control over the cost of labor, material or services to be furnished by others. Prices are estimated for Summer 2021 bidding timeframe.

**EXHIBIT C**  
**PROFESSIONAL SERVICES**  
**HOURLY FEE SCHEDULE**

| <u>Description</u>                | <u>Hourly Rate*</u><br><u>Min. - Max.</u> |
|-----------------------------------|-------------------------------------------|
| Principal/Associate.....          | \$170 - \$300                             |
| Senior Project Manager.....       | \$130 - \$275                             |
| Project Engineer .....            | \$100 - \$190                             |
| Graduate Engineer .....           | \$90 - \$150                              |
| Senior Technician.....            | \$100 - \$190                             |
| Technician.....                   | \$70 - \$150                              |
| Administrative .....              | \$70 - \$125                              |
| Direct Expenses.....              | Cost + 0%                                 |
| Local Travel (Auto mileage) ..... | Current IRS Allowable Rate + 0%           |
| Subcontract Work .....            | Cost + 0%                                 |

\*Actual hourly rates are based upon experience level and expertise

**EXHIBIT D**  
**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of Burgess & Niple, (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

Whitley Road 4

**Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

**Multiyear Contracts.** If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

**No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed

Vendor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**Cancellation.** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.



**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub- contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** *In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.*

*The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole*



proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

**Iran, Sudan, and Foreign Terrorist Organizations.** The *signatory executing the Contract on behalf of Vendor* represents that neither Vendor nor any of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

BURGESS & NIPLE, INC.

Vendor

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: Andrea Gardner

Name: Steven D. Sanders, P.E.

Title: City Manager

Title: Vice President

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

Date: March 30, 2020

**EXHIBIT A**  
**ASSIGNMENT LOCATION MAP**



**BURGESS & NIPLE**  
Engineers ■ Planners

**WHITLEY ROAD 4**  
PROJECT MAP  
NOT TO SCALE

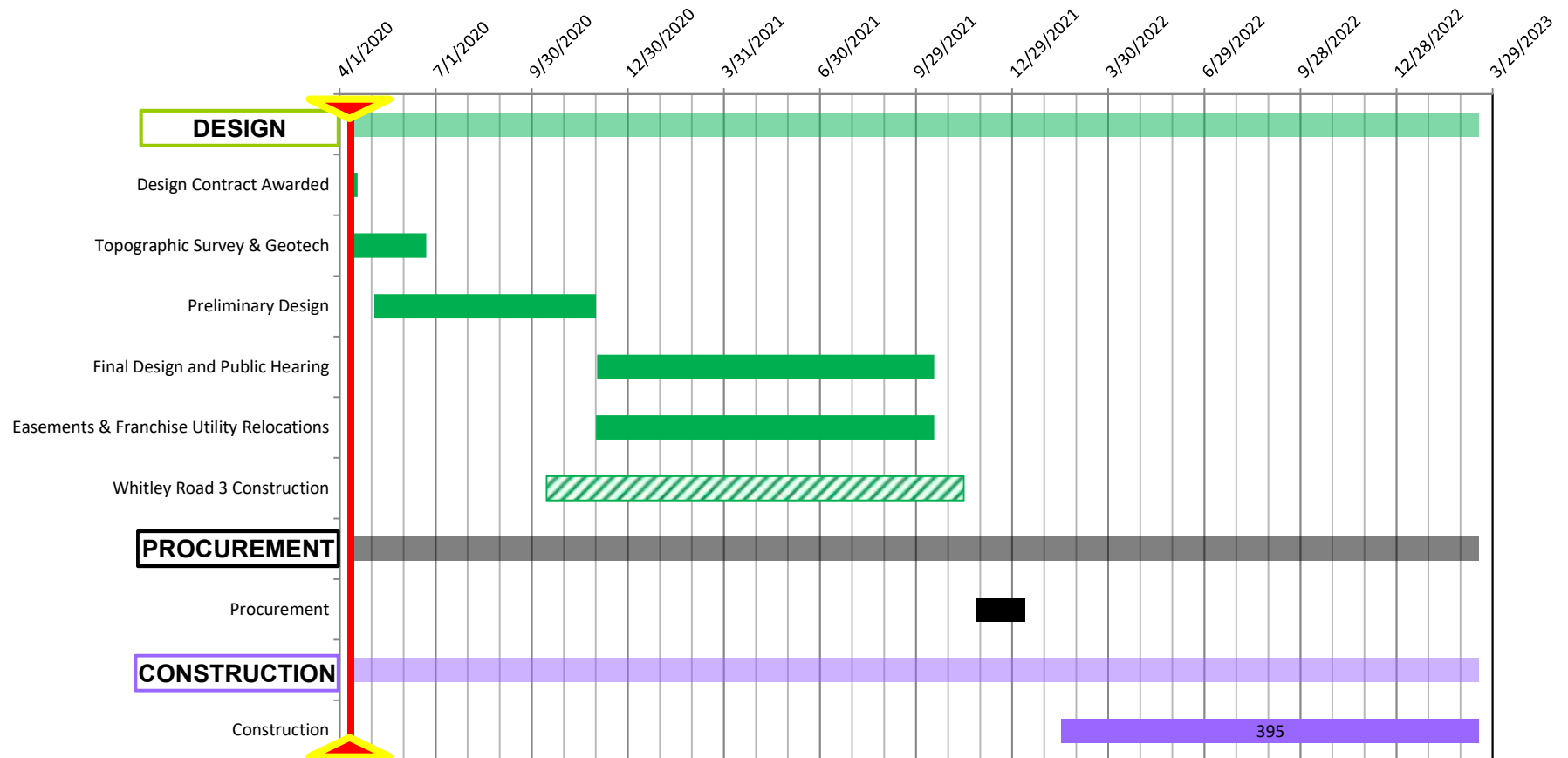


# Design & Construction Schedule



Design Start: April 13, 2020

Constr. Completion: March 16, 2023



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Burgess & Niple, Inc.  
Columbus, OH United States

Certificate Number:  
2020-602654

Date Filed:  
03/27/2020

Date Acknowledged:

4-1-2020

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Watauga, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Whitley Road 4  
Professional Engineering Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest<br>(check applicable) |              |
|---|--------------------------|------------------------------------------|------------------------------------------|--------------|
|   |                          |                                          | Controlling                              | Intermediary |
|   | Wendland, William        | FORT WORTH, TX United States             |                                          | X            |
|   | Sanders, Steven          | DALLAS, TX United States                 |                                          | X            |
|   | Muccillo, Ed             | TEMPE, AZ United States                  | X                                        |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |
|   |                          |                                          |                                          |              |

5 Check only if there is NO Interested Party.

☐

### 6 UNSWORN DECLARATION

My name is William D. Wendland, and my date of birth is 4/23/1962.

My address is 3950 Fossil Creek Blvd, Suite 210, Fort Worth, TX, 76137, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 27th day of March, 2020.  
(month) (year)

*William D. Wendland*

Signature of authorized agent of contracting business entity  
(Declarant)

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WATAUGA, TEXAS AND BURGESS & NIPLE, INC. FOR CONSTRUCTION ON WHITLEY ROAD 4; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Whitley Roads 1, 2, and 3 are set to be fully complete by the end of 2020; and

WHEREAS, the City Council for the City of Watauga approved moving forward with Whitley Road 4 without adding a roundabout ; and

WHEREAS, Whitley Road 4 shall be from just south of Concord Street to just south of Oakhill Road, including bike lanes and driveways at City Hall and the Police Station on Whitley Road; and

WHEREAS, the estimated construction and engineering cost for Whitley Road 4 is \$5,469,000, which the City of Watauga would need to fund in future budget years for additional construction monies; and

WHEREAS, members of City Council have determined that the approval of the contract for construction of Whitley Road 4 is for the benefit of the staff and the City in that final road product will help to serve and protect its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga, Texas, hereby approves of the schedule, contract, and design proposal from Burgess & Niple, Inc., which is incorporated by reference herein.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of

this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 13th day of April 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L, MINER, Mayor

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, City Attorney



## AGENDA MEMORANDUM

**DATE:** April 3, 2020

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, P.E., CFM, Director of Public Works  
Robert Parker, Chief of Police

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to adopt of a Resolution by the City Council of the City of Watauga, Texas approving the purchase of Three 2020 Police Package Chevrolet Tahoes from Caldwell County Chevrolet; providing for repeal; providing for severability; providing an effective date

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### **BACKGROUND/INFORMATION:**

Within the City of Watauga Fiscal Year 2019-20 Budget, the purchase of three (3) Tahoes were approved as part of the Capital Outlay Plan utilizing 2019 Certificate of Obligations Bond proceeds.

Texas Local Government Code Chapter 252 requires Council approval of expenditures in excess of \$50,000.

The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for three (3) four wheel drive Police Package Chevrolet Tahoes for the Police Department from Caldwell Country Chevrolet utilizing the Buyboard cooperative contract # 601-19 in an amount of \$117,160.

These three (3) Tahoes are for Police Administrative use and will be up-fitted with administrative police equipment at our Fleet Shop after arrival.

Caldwell Country Chevrolet states that all three (3) vehicles are coming off the line the week of April 6, 2020.

The City is a member of the Buyboard cooperative which allows us to utilize contracts offered through the cooperative per Local Government Code Section 271.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local





## AGENDA MEMORANDUM

purchasing laws and requirements.

### **FINANCIAL IMPLICATIONS:**

This purchase is funded by the Certificates of Obligation 2019 and included in the Fiscal Year 2019-2020 Budget.

### **RECOMMENDATION/ACTION DESIRED:**

Staff respectfully recommends Council take action and approve the purchase of three (3) 2020 Chevrolet Tahoes from Caldwell Country Chevrolet.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Quote - 2020 CHEVROLET TAHOE 4X4 PPV (ADMIN-CID) - Caldwell Country Chevrolet
2. 1295 Form - Caldwell Chevrolet
3. Purchasing Rider - Police Tahoe - Caldwell Country Chevrolet
4. Buy Board Contract #601-19 - Caldwell Country Chevrolet
5. Resolution Approving Purchase of 3 Chevy Tahoes

### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Sandra Gibson, CGFO, CGFM, Director of Finance

Robert Parker, Chief of Police

Paul Hackleman, P.E., CFM, Director of Public Works

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 4/3/2020

Approved - 4/9/2020

Approved - 4/9/2020

Approved - 4/9/2020

Approved - 4/9/2020

Final Approval - 4/9/2020



QUOTE# 00BB2-ADMIN

## CONTRACT PRICING WORKSHEET

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
|-------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|----------------------------------------------------------|------|
| End User: CITY OF WATAUGA                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Contractor: CALDWELL COUNTRY                 |          |                                                          |      |
| Contact Name CLINT HARMON                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | CALDWELL COUNTRY                             |          |                                                          |      |
| Email: CHARMON@WATAUGATX.ORG                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Prepared By: Averyt Knapp                    |          |                                                          |      |
| Phone #: 817-514-5884                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Email: aknapp@caldwellcountry.com            |          |                                                          |      |
| Fax #: 817-514-5845                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Phone #: 979-567-6116                        |          |                                                          |      |
| Location City & State: WATAUGA, TX                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Fax #: 979-567-0853                          |          |                                                          |      |
| Date Prepared: MARCH 11, 2020                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Address: P. O. Box 27,<br>Caldwell, TX 77836 |          |                                                          |      |
| Contract Number: BUY BOARD #601-19                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Tax ID # 14-1856872                          |          |                                                          |      |
| Product Description: 2020 CHEVROLET TAHOE PPV CC15706 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
| A Base Price & Options:                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              | \$38,920 |                                                          |      |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
| B Fleet Quote Option:                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
| Code                                                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Cost                                         | Code     | Description                                              | Cost |
|                                                       | (NO SPOTLIGHT), PPV,<br>5.3L-V8, 6-SPD<br>AUTOMATIC, DUAL<br>BATTERIES, LOCKING<br>REAR AXLE<br>DIFFERENTIAL,<br>ALUMINUM WHEELS,<br>FULL CLOTH BUCKET<br>W/OEM CONSOLE,<br>CARPET FLOOR W/MATS,<br>AMFM-STEREO<br>W/BLUETOOTH, AIR<br>CONDITION FRONT AND<br>REAR, TILT, CRUISE,<br>POWER SEAT, POWER<br>WINDOWS, POWER<br>LOCKS, POWER<br>MIRRORS, KEYLESS<br>ENTRY W/REMOTE<br>START, DEEP TINT<br>GLASS, RUNNING<br>BOARDS, SOLID PAINT,<br>TRAILER TOW HITCH<br>PACKAGE, REAR VISION<br>CAMERA, ENHANCED<br>DRIVER ALERT<br>PACKAGE, INTELLIBEAM<br>HEADLAMPS, SIDE<br>BLIND ZONE ALERT,<br>SAFETY SEAT, POWER<br>ADJUSTABLE PEDALS | INCL                                         |          | XGXS50-3400<br>XGXS5W-3400<br>XGXS5X-3400<br>XGXS5Z-3400 |      |
|                                                       | GM WARRANTY<br>5YR/100,000 MILES<br>POWERTRAIN @ N/C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | INCL                                         |          | CALDWELL COUNTRY<br>PO BOX 27<br>CALDWELL, TEXAS 77836   |      |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          |      |
| Subtotal B                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                              |          |                                                          | INCL |

|                                                                     |                    |             |                                 |                                                               |                  |
|---------------------------------------------------------------------|--------------------|-------------|---------------------------------|---------------------------------------------------------------|------------------|
| <b>C Unpublished Options</b>                                        |                    |             |                                 |                                                               |                  |
| <b>Code</b>                                                         | <b>Description</b> | <b>Cost</b> | <b>Code</b>                     | <b>Description</b>                                            | <b>Cost</b>      |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>Subtotal C</b>                                                   |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>D Other Price Adjustments (Installation, Delivery, Etc...)</b>   |                    |             |                                 |                                                               |                  |
| <b>Subtotal D</b>                                                   |                    |             |                                 |                                                               | <b>INCL</b>      |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>E Unit Cost Before Fee &amp; Non-Equipment Charges (A+B+C+D)</b> |                    |             |                                 |                                                               | <b>\$38,920</b>  |
| <b>Quantity Ordered</b>                                             |                    |             |                                 |                                                               | <b>3</b>         |
| <b>Subtotal E</b>                                                   |                    |             |                                 |                                                               | <b>\$116,760</b> |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>F Non-Equipment Charges (Trade-In, Warranty, Etc...)</b>         |                    |             |                                 |                                                               |                  |
| <b>BUY BOARD FEE (\$400 PER PO, NOT PER UNIT)</b>                   |                    |             |                                 |                                                               | <b>\$400</b>     |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>G. Color of Vehicle: BLACK (1), WHITE (2)</b>                    |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             |                                 |                                                               |                  |
| <b>H. Total Purchase Price (E+F)</b>                                |                    |             |                                 |                                                               | <b>\$117,160</b> |
|                                                                     |                    |             |                                 |                                                               |                  |
|                                                                     |                    |             | <b>Estimated Delivery Date:</b> | <b>FOUR STOCK UNITS<br/>AVAILABLE -LATE<br/>MARCH ARRIVAL</b> |                  |

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2020-604648

Date Filed:  
04/03/2020

Date Acknowledged:

4-3-2020

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Caldwell Country Chevrolet  
Caldwell, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

#601-19  
Vehicles

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Way, Stephen             | Caldwell, TX United States               | X                                     |              |
|   | Hildebrand, Jon          | Caldwell, TX United States               |                                       | X            |
|   | Knapp, Averyt            | Caldwell, TX United States               |                                       | X            |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

5 Check only if there is NO Interested Party.

☐

## 6 UNSWORN DECLARATION

My name is CHRIS COLLINS, and my date of birth is 11/23/1973.

My address is PO Box 27 Caldwell TX 77836 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Burleson County, State of Texas, on the 3 day of April, 2020.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are **BINDING** and **SUPERSEDE** any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of Caldwell Country Chevrolet, ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

2020 Police Tahoe's (3)

**Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

**Multiyear Contracts.** If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

**No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a

formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**Cancellation.** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

**Iran, Sudan, and Foreign Terrorist Organizations.** The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned

subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: \_\_\_\_\_  
Andrea Gardner, City Manager

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

Caldwell Country Chevrolet  
Vendor

By:   
Name: CHRIS COLLINS

Title: SALES MGR.

Date: 4/3/20





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**Vendor Name:** Caldwell Country Chevrolet, LLC**Address:** P. O. Box 27

Caldwell, TX 77836

**Phone Number:** (979) 567-6116**Email:** aknapp@caldwellcountry.com**Website:** <http://www.caldwellcountrychevrolet.com>**Federal ID:** 14-1856872**Contact:** Averyt Knapp**Accepts RFQs:** Yes**Minority Owned:** No**Women Owned:** No**Service-Disabled Veteran Owned:** No**EDGAR Forms Received:** Yes**No Israel Boycott Certificate:** Yes**No Excluded Foreign Terrorist Orgs:** Yes**Contract Name:** Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor**Contract#:** 601-19**Effective Date:** 12/01/2019**Expiration Date:** 11/30/2022**Service Fee:** Vehicles purchase orders are subject to a \$400 service fee**Payment Terms:** Net 30 days**Delivery Days:** 120**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Quote Reference Number:** 601-19**Return Policy:** Negotiable

### Additional Resources

### Contract Documents

**EDGAR Notice:** [Click to view EDGAR Notice](#)**Proposal Documents:** [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)**Proposal Files:** [Click to view Vendor Proposal Files Documents](#)

Contact us 800.695.2919

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF  
WATAUGA, TEXAS APPROVING THE PURCHASE OF  
THREE 2020 POLICE PACKAGE CHEVROLET TAHOES  
FROM CALDWELL COUNTY CHEVROLET; PROVIDING  
FOR REPEAL; PROVIDING FOR SEVERABILITY;  
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga (the “City”) approved in the Fiscal Year 2019-2020 Budget the purchase of three police vehicles as part of the Capital Outlay Plan utilizing 2019 Certificate of Obligation Bond proceeds; and

WHEREAS, Chapter 252 of the Texas Local Government Code requires City Council approval of expenditures in excess of \$50,000; and

WHEREAS, the City of Watauga is a member of the Buy Board cooperative, which allows the City to utilize contracts offered under a cooperative purchasing program under Section 271.102, Texas Local Government Code and Chapter 791, Texas Government Code; and

WHEREAS, The Fleet and Building Maintenance Division of the Public Works Department obtained a quote for three four-wheel drive Policy Package Chevrolet Tahoes from Caldwell County Chevrolet for police department use utilizing the Buy Board cooperative contract #601-19 in an amount of \$117,160; and

WHEREAS, members of City Council have determined that the approval of the purchase of the three Chevrolet Tahoes for police department use is for the benefit of the staff and the City in that these new vehicles will help to serve and protect its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

The City Council of the City of Watauga, Texas, hereby approves of the purchase of these vehicles in accordance with Buy Board contract #601-19, which is incorporated by reference herein.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 13th day of April 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L. MINER, Mayor

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, City Attorney



## AGENDA MEMORANDUM

**DATE:** April 6, 2020

**TO:** Watauga Economic Development Corporation Directors

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Consider action to adopt a Resolution by the City Council of the City of Watauga, Texas approving amendments to the bylaws of Watauga Economic Development Corporation; repealing all resolutions and provisions in conflict herewith; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing for a savings clause; providing for an effective date

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### **BACKGROUND/INFORMATION:**

During the June 18, 2019 WEDC Board Meeting, the attached bylaws were approved by the WEDC Board and forwarded to the Watauga City Council for final approval. On July 9, 2019, the Watauga City Council approved the current WEDC Bylaws. Since last review and approval, City staff has discovered the need to amend two sections of the bylaws. Section 2.08 to change the annual meeting from February of each year to March of year. The change will allow for the completion of the annual audit by the external auditors. Staff is also requesting Section 4.03 be amended to require the proposed budget be submitted to the Board the 60th day (currently 90th day) prior to the Board adoption of the budget. The change from 90th to 60th day allows more time for the staff to prepare and submit the budget to the Board.

The WEDC Board reviewed and approved the suggested amendments to its bylaws during the March 31, 2020 WEDC Meeting. The Board also recommends approval of the amendments.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

City staff and the WEDC Board respectfully recommends the City Council approved Resolution No. 2020-012, amending the WEDC bylaws.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. WEDC Bylaws Draft March 31 2020- Exhibit A
2. WEDC Bylaws Final July 2019



## AGENDA MEMORANDUM

### 3. WEDC Bylaws Resolution April 2020

#### **REVIEWED BY:**

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 4/6/2020

Approved - 4/9/2020

Final Approval - 4/9/2020

WATAUGA ECONOMIC DEVELOPMENT CORPORATION  
BYLAWS

ARTICLE ONE: POWERS & PURPOSES

- 1.01 In order to implement the purposes for which the Corporation was formed as set forth in the Articles of Incorporation, the Corporation is organized exclusively for the purposes of benefitting and accomplishing public purposes of, and to act on behalf of the City of Watauga, Texas and the specific purposes for which the Corporation is organized and may issue bonds on behalf of the City of Watauga, Texas for the promotion and development of commercial, industrial and manufacturing enterprises to promote and encourage employment and public welfare, pursuant to the Development Corporation Act of 1979, Article 5190.6, Section 4B, Vernon's Annotated Civil Statutes, as now or hereafter amended.
- 1.02 The Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution, and no agreements, bonds, debts, or obligations or the lending of credit, or grant of public money or anything of value, of or by the City of Watauga, Texas or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of faith and credit of any of them.
- 1.03 The registered office of the corporation is located at 7105 Whitley Road, Watauga, Texas 76148, and the name of the registered agent of the corporation at such address is Andrea Gardner, City Manager. The principal office for the transaction of the business of the corporation is located at 7105 Whitley Road, Watauga, Texas 76148.

ARTICLE TWO: DIRECTORS  
Powers

- 2.01 The Directors shall act only as a board, and an individual Director shall have no power to act for the corporation. All corporate powers of the corporation shall be exercised by the Board of Directors or under its authority. The business and affairs of the corporation shall be controlled by the Board of Directors, subject, however, to such limitations as are imposed by law, the Articles of Incorporation or these Bylaws. The Board of Directors may, by contract or otherwise, give general or limited or special power and authority to the officers and employees of the corporation to transact the general business or any special business of the corporation and may give powers of attorney to agents of the corporation to transact any special business requiring such authorization.

Number and Qualification of Directors

- 2.02 The authorized number of Directors of this corporation shall be seven (7). Each Director must be a resident of the City of Watauga at the time of appointment and maintain that residency during entire tenure on the Board.

#### Election and Term of Office

- 2.03 The Directors shall be appointed by the Watauga City Council and serve at the pleasure of the Watauga City Council. A director is appointed to hold office for two (2) year terms.
- 2.04 Board Membership shall comply with Texas Local Government Code Subchapter B Sections 501.051, 505.052 and 505.053, with the exception that the number of members from the City's governing body serving as a Director/Board of the WEDC shall be limited to three.

#### Vacancies

- 2.05 Vacancies on the Board of Directors may be filled by a majority vote of the Watauga City Council at a regular meeting or special meeting called for that purpose.

#### Removal of Directors

- 2.06 The entire Board of Directors or any individual Director may be removed from office with or without cause by majority vote of the Watauga City Council.

#### Place of Meetings

- 2.07 All meetings of the Board of Directors shall be held within the City limits of Watauga.

#### Annual Meetings

- 2.08 The annual meeting of the corporation shall be held in the **month of March** each year. At such meetings, officers shall be appointed, reports of the corporation's affairs shall be considered and any other business may be transacted which falls within the power of the Directors. All provisions herein pertaining to the Board of Directors meetings shall also apply to the annual meeting.

#### Regular Meetings

- 2.09 Regular meetings of the Board of Directors shall be held on the third Tuesday of each month between annual meetings of the corporation, and at such dates and times as the Directors may determine. Meetings shall be held no less than quarterly. Roberts Rules of Order shall be used to conduct and govern meetings. The City of Watauga Council Rules of Procedure apply to the Board. Regular meetings shall be

conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Special Meetings - Call and Notices

- 2.10 Special meetings of the Board of Directors for any purpose shall be called at any time by the President or, if the President is absent or unable or refuses to act, by any two Directors. Written notices of the special meetings, stating the time and place and in general terms the purpose or purposes thereof, shall be mailed or telegraphed or personally delivered to each Director not later than the day before the day appointed for the meeting. Special meetings shall be conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Quorum

- 2.11 A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn or recess a meeting. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Articles of Incorporation. Each Director who is present at a meeting will be deemed to have assented to any action taken at the meeting unless the Director's dissent to the action is entered in the minutes of the meeting.

#### Board Action

- 2.12 Any action required or permitted to be taken by the Board of Directors must be taken pursuant to a lawfully convened meeting.

#### Adjournment - Notice

- 2.13 A quorum of the Directors may adjourn or recess any Directors' meeting to meet again at a stated hour on a stated day. In the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn or recess from time to time until the time fixed for the next regular meeting of the Board. All meetings of the Board of Directors shall be conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Conduct of Meetings

- 2.1 The President or, in the President's absence, the Vice President, or in the absence of both, any Director selected by the Directors present, shall preside at the meeting of the Board of Directors. The President, or presiding officer in the absence of the President, shall not make motions and shall vote only in case of a tie. The Secretary



of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors' meetings.

#### Power of Eminent Domain

- 2.1 The corporation may exercise the power of eminent domain only on approval of the action by the Watauga City Council. The power must be exercised with and subject to the laws applicable to the City of Watauga.

#### Liability

- 2.1 The corporation, individual Directors, the City of Watauga, the individual Watauga City Council Members, employees of the City of Watauga or of the Corporation are not liable for damages arising from governmental function of the corporation or the City of Watauga.

#### Indemnification of Directors and Officers

- 2.1 The Board of Directors may authorize the corporation to indemnify and/or pay expenses incurred by, or to satisfy a judgment or settle a claim or pay a fine rendered or levied against present or former Directors, officers, employees or agents of this corporation based upon his or her action as a director, officer, employee or agent of the corporation as authorized by State law.

### ARTICLE THREE: OFFICERS

#### Title and Appointment

- 3.01 The officers of the corporation shall be a President, one or more Vice Presidents, Secretary, and such assistants and other officers as the Watauga City Council deems necessary to carry out the business and purposes of the corporation. All officers shall be appointed by and hold office at the pleasure of the Board of Directors.

#### Powers and Duties of Officers

- 3.02 The officers of the corporation shall have the powers and duties generally ascribed to the respective offices and such additional authority or duty as may from time to time be established by the Board of Directors. The Secretary is encouraged to furnish to new members the telephone numbers of other WEDC board members and staff, the governing regulations, and any other pertinent information concerning the WEDC to the new board member within seven (7) days of the new director's appointment.

### ARTICLE FOUR: FISCAL PROVISIONS

- 4.01 The Corporation shall review and upon approval by the Board submit monthly financial reporting in a format utilized by the City of Watauga. All books and records of the Corporation shall be maintained by the City's Finance Department in accordance with Section 501.073 of the Texas Local Government Code. The Watauga City Council and the Corporation acknowledge and agree that the management of the Corporation's financial records shall be administered by the City pursuant to the terms of the Financial Services Agreement.
- 4.02 All expenditures of the Corporation shall be completed in accordance with Texas Local Government Code Chapter 501, Subchapter A, Section 501.073 and Chapter 505. The Corporation shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The audit shall be completed by an independent auditor selected by the City of Watauga.
- 4.03 The Executive Director shall prepare each year a Corporation itemized budget to cover the proposed expenditures of the Corporation for the succeeding year. The proposed budget shall be submitted to the Board the 60<sup>th</sup> day prior to the Board adoption of the budget. The Board shall submit the proposed itemized budget to the City Secretary, for record and placement on the Council agenda, before the 30<sup>th</sup> day the City of Watauga City Council is scheduled to approve the Corporation's budget. The itemized budget shall provide as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes made for the preceding year. The budget must show as definitively as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each project. The budget must contain a complete financial statement of the Corporation that shows (1) the outstanding obligations of the Corporation; (2) the cash on hand to the credit of each fund; (3) the funds received from all sources during the preceding year; and (5) the estimated revenue available to cover the proposed budget. A public hearing shall be held by the governing body. The governing body shall set the public hearing date after the 15<sup>th</sup> day after the date the Board files the proposed budget with the City Secretary. The Corporation shall provide notice of the date, time and location of the hearing and the approval date by the City of Watauga's City Council on the Corporation's website.
- 4.04 The Executive Director with the approval of the City Manager shall be authorized to complete line item transfers within the Budget, without increasing the total budget. These line item transfers will be completed by budget reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the City of Watauga City Council.
- 4.05 Temporary or idle funds of the Watauga Economic Development Corporation which are undesignated, may be invested in any legal manner authorized by the Public Funds Investment Act and authorized by the Corporation's approved Investment Policy. The Corporation's Investment Policy must be reviewed and approved annually by the Board of Directors.

## ARTICLE FIVE: EXECUTION OF INSTRUMENTS

- 5.01 The Board of Directors may, in its discretion, authorize an officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law and such execution or signature shall be binding on the corporation.

## ARTICLE SIX: RECORDS AND REPORTS

### Inspection of Books and Records

- 6.01 The corporation shall keep at the principal place of business a book of minutes of all meetings, adequate business records and notices of all its transactions.
- 6.02 All books and records of the corporation shall be open to inspection to the extent expressly provided by the Texas Open Records Act, Chapter 551 of the Government Code, as now or hereafter amended, and not otherwise. All books and records may be examined by Directors and Watauga City Council members at reasonable times.

## ARTICLE SEVEN: AMENDMENT OF BYLAWS

### Amendment of Bylaws

- 7.01 The power to alter, amend, or repeal these bylaws is vested in the Directors, subject to the approval of the City Council or changes in State law.

Recommended for Approval by the Board of Directors on the 31st day of March, 2020.

WATAUGA ECONOMIC DEVELOPMENT CORPORATION  
BYLAWS

ARTICLE ONE: POWERS & PURPOSES

- 1.01 In order to implement the purposes for which the Corporation was formed as set forth in the Articles of Incorporation, the Corporation is organized exclusively for the purposes of benefitting and accomplishing public purposes of, and to act on behalf of the City of Watauga, Texas and the specific purposes for which the Corporation is organized and may issue bonds on behalf of the City of Watauga, Texas for the promotion and development of commercial, industrial and manufacturing enterprises to promote and encourage employment and public welfare, pursuant to the Development Corporation Act of 1979, Article 5190.6, Section 4B, Vernon's Annotated Civil Statutes, as now or hereafter amended.
- 1.02 The Corporation is not a political subdivision or political corporation of the State of Texas within the meaning of its constitution, and no agreements, bonds, debts, or obligations or the lending of credit, or grant of public money or anything of value, of or by the City of Watauga, Texas or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of faith and credit of any of them.
- 1.03 The registered office of the corporation is located at 7105 Whitley Road, Watauga, Texas 76148, and the name of the registered agent of the corporation at such address is Andrea Gardner, City Manager. The principal office for the transaction of the business of the corporation is located at 7105 Whitley Road, Watauga, Texas 76148.

ARTICLE TWO: DIRECTORS  
Powers

- 2.01 The Directors shall act only as a board, and an individual Director shall have no power to act for the corporation. All corporate powers of the corporation shall be exercised by the Board of Directors or under its authority. The business and affairs of the corporation shall be controlled by the Board of Directors, subject, however, to such limitations as are imposed by law, the Articles of Incorporation or these Bylaws. The Board of Directors may, by contract or otherwise, give general or limited or special power and authority to the officers and employees of the corporation to transact the general business or any special business of the corporation and may give powers of attorney to agents of the corporation to transact any special business requiring such authorization.

Number and Qualification of Directors

- 2.02 The authorized number of Directors of this corporation shall be seven (7). Each Director must be a resident of the City of Watauga at the time of appointment and maintain that residency during entire tenure on the Board.

#### Election and Term of Office

- 2.03 The Directors shall be appointed by the Watauga City Council and serve at the pleasure of the Watauga City Council. A director is appointed to hold office for two (2) year terms.
- 2.04 Board Membership shall comply with Texas Local Government Code Subchapter B Sections 501.051, 505.052 and 505.053, with the exception that the number of members from the City's governing body serving as a Director/Board of the WEDC shall be limited to three.

#### Vacancies

- 2.05 Vacancies on the Board of Directors may be filled by a majority vote of the Watauga City Council at a regular meeting or special meeting called for that purpose.

#### Removal of Directors

- 2.06 The entire Board of Directors or any individual Director may be removed from office with or without cause by majority vote of the Watauga City Council.

#### Place of Meetings

- 2.07 All meetings of the Board of Directors shall be held within the City limits of Watauga.

#### Annual Meetings

- 2.08 The annual meeting of the corporation shall be held in the month of February each year. At such meetings, officers shall be appointed, reports of the corporation's affairs shall be considered and any other business may be transacted which falls within the power of the Directors. All provisions herein pertaining to the Board of Directors meetings shall also apply to the annual meeting.

#### Regular Meetings

- 2.09 Regular meetings of the Board of Directors shall be held on the third Tuesday of each month between annual meetings of the corporation, and at such dates and times as the Directors may determine. Meetings shall be held no less than quarterly. Roberts Rules of Order shall be used to conduct and govern meetings. The City of Watauga Council Rules of Procedure apply to the Board. Regular meetings shall be

conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Special Meetings - Call and Notices

- 2.10 Special meetings of the Board of Directors for any purpose shall be called at any time by the President or, if the President is absent or unable or refuses to act, by any two Directors. Written notices of the special meetings, stating the time and place and in general terms the purpose or purposes thereof, shall be mailed or telegraphed or personally delivered to each Director not later than the day before the day appointed for the meeting. Special meetings shall be conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Quorum

- 2.11 A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn or recess a meeting. Every act or decision done or made by a majority of the Directors present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Articles of Incorporation. Each Director who is present at a meeting will be deemed to have assented to any action taken at the meeting unless the Director's dissent to the action is entered in the minutes of the meeting.

#### Board Action

- 2.12 Any action required or permitted to be taken by the Board of Directors must be taken pursuant to a lawfully convened meeting.

#### Adjournment - Notice

- 2.13 A quorum of the Directors may adjourn or recess any Directors' meeting to meet again at a stated hour on a stated day. In the absence of a quorum, a majority of the Directors present at any Directors' meeting, either regular or special, may adjourn or recess from time to time until the time fixed for the next regular meeting of the Board. All meetings of the Board of Directors shall be conducted in accordance with the Texas Open Meetings Act, Government Code Chapter 551, as now or hereafter amended.

#### Conduct of Meetings

- 2.1 The President or, in the President's absence, the Vice President, or in the absence of both, any Director selected by the Directors present, shall preside at the meeting of the Board of Directors. The President, or presiding officer in the absence of the President, shall not make motions and shall vote only in case of a tie. The Secretary

of the corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors' meetings.

#### Power of Eminent Domain

- 2.1 The corporation may exercise the power of eminent domain only on approval of the action by the Watauga City Council. The power must be exercised with and subject to the laws applicable to the City of Watauga.

#### Liability

- 2.1 The corporation, individual Directors, the City of Watauga, the individual Watauga City Council Members, employees of the City of Watauga or of the Corporation are not liable for damages arising from governmental function of the corporation or the City of Watauga.

#### Indemnification of Directors and Officers

- 2.1 The Board of Directors may authorize the corporation to indemnify and/or pay expenses incurred by, or to satisfy a judgment or settle a claim or pay a fine rendered or levied against present or former Directors, officers, employees or agents of this corporation based upon his or her action as a director, officer, employee or agent of the corporation as authorized by State law.

### ARTICLE THREE: OFFICERS

#### Title and Appointment

- 3.01 The officers of the corporation shall be a President, one or more Vice Presidents, Secretary, and such assistants and other officers as the Watauga City Council deems necessary to carry out the business and purposes of the corporation. All officers shall be appointed by and hold office at the pleasure of the Board of Directors.

#### Powers and Duties of Officers

- 3.02 The officers of the corporation shall have the powers and duties generally ascribed to the respective offices and such additional authority or duty as may from time to time be established by the Board of Directors. The Secretary is encouraged to furnish to new members the telephone numbers of other WEDC board members and staff, the governing regulations, and any other pertinent information concerning the WEDC to the new board member within seven (7) days of the new director's appointment.

### ARTICLE FOUR: FISCAL PROVISIONS

- 4.01 The Corporation shall review and upon approval by the Board submit monthly financial reporting in a format utilized by the City of Watauga. All books and records of the Corporation shall be maintained by the City's Finance Department in accordance with Section 501.073 of the Texas Local Government Code. The Watauga City Council and the Corporation acknowledge and agree that the management of the Corporation's financial records shall be administered by the City pursuant to the terms of the Financial Services Agreement.
- 4.02 All expenditures of the Corporation shall be completed in accordance with Texas Local Government Code Chapter 501, Subchapter A, Section 501.073 and Chapter 505. The Corporation shall have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The audit shall be completed by an independent auditor selected by the City of Watauga.
- 4.03 The Executive Director shall prepare each year a Corporation itemized budget to cover the proposed expenditures of the Corporation for the succeeding year. The proposed budget shall be submitted to the Board the 90<sup>th</sup> day prior to the Board adoption of the budget. The Board shall submit the proposed itemized budget to the City Secretary, for record and placement on the Council agenda, before the 30<sup>th</sup> day the City of Watauga City Council is scheduled to approve the Corporation's budget. The itemized budget shall provide as clear a comparison as practicable between expenditures included in the proposed budget and actual expenditures for the same or similar purposes made for the preceding year. The budget must show as definitively as possible each of the projects for which expenditures are set up in the budget and the estimated amount of money carried in the budget for each project. The budget must contain a complete financial statement of the Corporation that shows (1) the outstanding obligations of the Corporation; (2) the cash on hand to the credit of each fund; (3) the funds received from all sources during the preceding year; and (5) the estimated revenue available to cover the proposed budget. A public hearing shall be held by the governing body. The governing body shall set the public hearing date after the 15<sup>th</sup> day after the date the Board files the proposed budget with the City Secretary. The Corporation shall provide notice of the date, time and location of the hearing and the approval date by the City of Watauga's City Council on the Corporation's website.
- 4.04 The Executive Director with the approval of the City Manager shall be authorized to complete line item transfers within the Budget, without increasing the total budget. These line item transfers will be completed by budget reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the City of Watauga City Council.
- 4.05 Temporary or idle funds of the Watauga Economic Development Corporation which are undesignated, may be invested in any legal manner authorized by the Public Funds Investment Act and authorized by the Corporation's approved Investment Policy. The Corporation's Investment Policy must be reviewed and approved annually by the Board of Directors.



## ARTICLE FIVE: EXECUTION OF INSTRUMENTS

- 5.01 The Board of Directors may, in its discretion, authorize an officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporate name without limitation, except where otherwise provided by law and such execution or signature shall be binding on the corporation.

## ARTICLE SIX: RECORDS AND REPORTS

### Inspection of Books and Records

- 6.01 The corporation shall keep at the principal place of business a book of minutes of all meetings, adequate business records and notices of all its transactions.
- 6.02 All books and records of the corporation shall be open to inspection to the extent expressly provided by the Texas Open Records Act, Chapter 551 of the Government Code, as now or hereafter amended, and not otherwise. All books and records may be examined by Directors and Watauga City Council members at reasonable times.

## ARTICLE SEVEN: AMENDMENT OF BYLAWS

### Amendment of Bylaws

- 7.01 The power to alter, amend, or repeal these bylaws is vested in the Directors, subject to the approval of the City Council or changes in State law.

Recommended for Approval by the Board of Directors on the 21st day of May, 2019.

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-012

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING AMENDMENTS TO THE BYLAWS OF WATAUGA ECONOMIC DEVELOPMENT CORPORATION; REPEALING ALL RESOLUTIONS AND PROVISIONS IN CONFLICT HERewith; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 501.064 of the Texas Local Government Code (formerly Article 5190.6, Section 13 V.A.T.S.), requires that amendments to bylaws of a corporation created pursuant to the Development Corporation Act of 1979 be approved by the governing body (City Council).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

The bylaws of the Watauga Economic Development Corporation as amended are hereby approved and adopted by the City Council of the City of Watauga, Texas as reflected in “EXHIBIT A” attached hereto.

II.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Watauga, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

III.

If any section, subsection, sentence, clause or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

IV.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this 13<sup>th</sup> day of April 2020.

APPROVED:

\_\_\_\_\_  
Arthur L. Miner, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Gardner, City Secretary

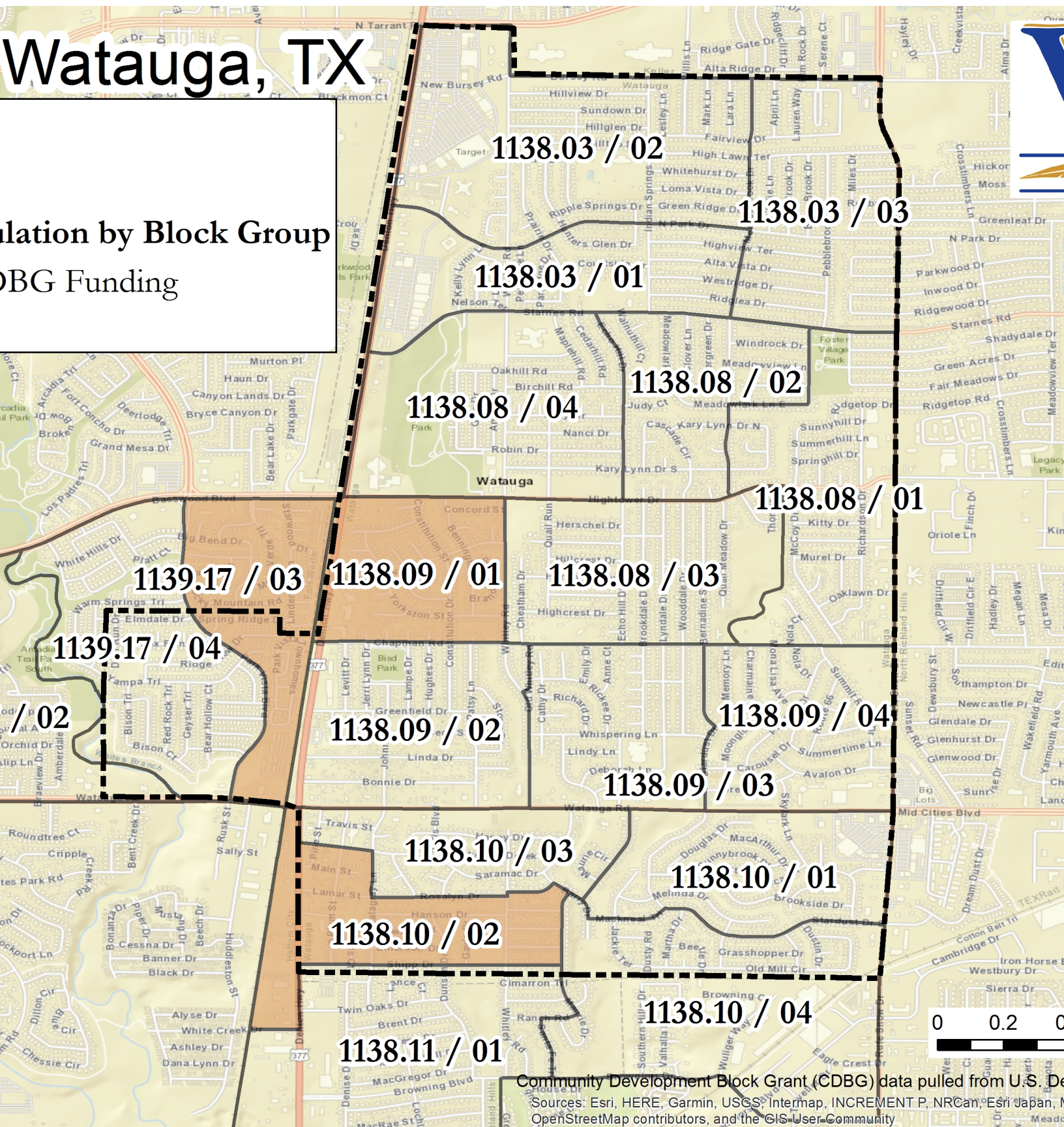
APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
George Hyde, City Attorney



# Watauga, TX

Population by Block Group  
CDBG Funding







## AGENDA MEMORANDUM

**DATE:** March 24, 2020

**TO:** Honorable City Council Members

**FROM:** Randy Richards, CFM, Building Official  
Paul Hackleman, P.E., CFM, Director of Public Works

**SUBJECT:** Conduct a public hearing on Planning and Zoning Commission Case 20-01, recommendation from the City Manager's Work Group and Planning & Zoning Commission for amendment to the City of Watauga 2016 Comprehensive Plan

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### **BACKGROUND/INFORMATION:**

The Public Hearing Notice was duly posted and published by the City Secretary's Office on March 27, 2020 in the Fort Worth Star Telegram.

### **FINANCIAL IMPLICATIONS:**

NA

### **RECOMMENDATION/ACTION DESIRED:**

Respectfully recommend allowing for staff and public participation as published and posted.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

None

### **REVIEWED BY:**

Randy Richards, CFM, Building Official  
Paul Hackleman, P.E., CFM, Director of Public Works  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 3/27/2020  
Approved - 3/27/2020  
Final Approval - 3/27/2020



## AGENDA MEMORANDUM

**DATE:** March 3, 2020

**TO:** Honorable City Council Members

**FROM:** Council Member Scott Prescher

**SUBJECT:** Discuss and consider action to schedule a Council Meet & Greet Ice Cream Social in May 2020

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### **BACKGROUND/INFORMATION:**

On February 27, 2020, Council Member Scott Prescher requested a meet & greet ice cream social be scheduled for March 21, 2020. The City Manager recommended hosting such an event after the election is complete. The recommended dates are May 9 or May 30, 2020.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

City staff recommends the City Council discuss scheduling an ice cream social event and provide direction to the City Manager for hosting such an event, to include the preferred date.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Ice Cream Social

### **REVIEWED BY:**

*Approved as to form for inclusion on Agenda*



## **AGENDA MEMORANDUM**

**DATE:** February 19, 2020

**TO:** Honorable City Council Members

**FROM:** Paul Hackleman, P.E., CFM, Director of Public Works

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Discuss and consider action on an Engineering Contract with Burgess Niple, Inc. for the design and construction administration of 46th Year Community Development Block Grant (CDBG) Project

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### **BACKGROUND/INFORMATION:**

The purpose for this agenda item is to approve the contract with Burgess and Niple, Inc. for the design, surveying, and construction administration of 46th Year CDBG water project on Bunker Hill Drive in the amount of \$53,400.00.

For the 46th Year of the Program, the following project was submitted for consideration in our January 31, 2020 Application: Water Main replacement along Bunker Blvd from 7000 Constitution Drive to 7000 Valleyford Court.

The project consists of new water main on Bunker Blvd. It will replace in total approximately 778 linear feet of existing 8-inch diameter water main with new 8-inch diameter water mains.

We anticipate receiving \$145,000 in Grant Funding in the 46th Year CDBG Program. The submitted project has an estimated engineering and construction cost of \$338,598.00 leaving a City obligation of \$193,598.00. The approved 2019-20 Budget includes the CDBG Project and provides funding for the project.

### **FINANCIAL IMPLICATIONS:**

Funding for this project is included in the 2019-20 Budget.

### **RECOMMENDATION/ACTION DESIRED:**

Respectfully recommend the Council review and take action on the item presented.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Engineering Contract - 46th CDBG Bunker Blvd Water
2. Project Location Map - 46th Year CDBG-2



## AGENDA MEMORANDUM

3. Application Tarrant County - CDBG 46th Year - Bunker Blvd - Council Version April 2020
4. Public Hearing Notice - Posted on Official Board - CDBG 46th Year
5. Fort Worth Star Telegram Publication - CDBG 46th Year - Council 04132020

### **REVIEWED BY:**

Sandra Gibson, CGFO, CGFM, Director of Finance  
Paul Hackleman, P.E., CFM, Director of Public Works  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 4/3/2020  
Approved - 4/6/2020  
Final Approval - 4/7/2020



# BURGESS & NIPLE

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3950 Fossil Creek Blvd., Suite 210 | Fort Worth, TX 76137 | 817.306.1444

February 19, 2020

Paul Hackleman, P.E.  
Public Works Director  
City of Watauga, Texas  
7800 Virgil Anthony Blvd.  
Watauga, Texas 76148

Reference: 46th Year CDBG Project – Professional Services Proposal

Dear Mr. Hackleman:

Burgess & Niple (B&N) is pleased to submit this Agreement for Professional Services to provide professional services for the City of Watauga. This agreement is for B&N to provide Design Phase services, Bid Phase services, Construction Phase services, and coordination with Tarrant County for the construction of Water Improvements for Tarrant County's 46<sup>th</sup> Year CDBG Program. Attached is the Agreement, which is prepared for the City Manager's signature.

Thank you for the opportunity to serve the City of Watauga.

Respectfully submitted,  
**BURGESS & NIPLE, INC.**  
TBPELS FIRM REGISTRATION NO. F-10834



William D. Wendland, P.E.  
Associate  
Director, Fort Worth Public Sector

Attachment

Watauga 46th year Project Proposal.docx

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**B&N**  
burgessniple.com

**AGREEMENT BETWEEN  
CITY OF WATAUGA, TEXAS  
AND  
BURGESS & NIPLE, INC.  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE AS OF \_\_\_\_\_ ("Effective Date") between CITY OF WATAUGA, TEXAS ("CLIENT") and Burgess & Niple, Inc. ("ENGINEER"). ENGINEER agrees to provide the services described below to CLIENT for 46th Year CDBG Project ("ASSIGNMENT").

Client Legal Name: City of Watauga, Texas

Street Address: 7105 Whitley Road

City: Watauga State: Texas Zip Code: 76148

Contact Person: Paul Hackleman, P.E., Public Works Director

Phone: (817) 514-5837 Fax: (817) 514-5854

☐ Corporation  
☒ Public Agency

☐ Partnership  
☐ Individual

☐ Sole Proprietor  
☐ Limited Liability Company (LLC)

THE ASSIGNMENT: The CLIENT, through its 2019-2020 annual budget, has identified the 46th Year CDBG Project. CLIENT desires to engage the ENGINEER to provide professional engineering services for the 46th Year CDBG Project. The ASSIGNMENT is described as follows:

SCOPE OF SERVICES: ENGINEER shall provide the professional engineering services to CLIENT described in accordance with the terms and conditions of this Agreement. This Agreement shall include this Agreement form, Exhibit A – Scope of Services, Exhibit B – Location Map, Exhibit C - Hourly Fee Schedule and Exhibit D – Governmental Contract and Purchasing Rider.

ASSIGNMENT START: CLIENT shall execute both copies of Agreement. A signed original of the Agreement returned to the office indicated will consummate our Agreement and serve as authorization for ENGINEER to proceed with the services. The person signing this contract warrants that he or she has the authority to sign as or on behalf of the CLIENT for whom or for whose benefit ENGINEER'S services are rendered. This Agreement may be executed by a facsimile signature that, when so executed, shall be deemed to be an original of the same Agreement.

TIME FOR COMPLETION: Engineer shall complete its obligations within a reasonable time. All services are to be completed by September 30, 2021 and is hereby agreed to be reasonable. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

CLIENT and ENGINEER further agree as follows:

*1.01 Basic Agreement*

- A. ENGINEER shall provide, or cause to be provided, the services set forth in this Agreement, Exhibit A – Scope of Services and Exhibit B – Location Map and CLIENT shall pay ENGINEER for such Services as set forth in Paragraph 10.01.
- B. The CLIENT and the ENGINEER understand, acknowledge, and agree that the ENGINEER shall be acting as an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this agreement shall create an employment, agency, or fiduciary relationship.

*2.01 Payment Procedures*

- A. ENGINEER will prepare a monthly invoice in accordance with ENGINEER'S standard invoicing practices and submit the invoice to CLIENT.
- B. CLIENT will pay ENGINEER'S monthly invoices in accordance with Texas Government Code Title 10. General Government; Subtitle F. State and Local Contracts and Fund Management, Chapter 2251. Payment for Goods and Services.
- C. If CLIENT does not give ENGINEER written notice disputing an invoice within thirty (30) days of the date thereof, the invoice shall conclusively be deemed correct. All payments made by CLIENT should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, ENGINEER may, at its sole discretion, apply payments against outstanding interest or invoices.
- D. In the event sales tax is imposed on professional services, CLIENT shall be responsible for this additional cost.
- E. Overtime work requested by the CLIENT shall be invoiced at 1.5 times the hourly rates set forth in Exhibit C. Work on Sundays or legal holidays shall be invoiced at 2.0 times the hourly rates set forth in Exhibit C. No guarantees are made as to the availability of ENGINEER'S personnel for overtime work.
- F. ENGINEER shall not be required to release its files or work product to the CLIENT or to any other party until such time as ENGINEER receives full payment for all services rendered, including reimbursable expenses and interest incurred under the Agreement.

*3.01 Additional Services*

- A. If authorized by CLIENT, or if required because of changes in the ASSIGNMENT, ENGINEER shall furnish services in addition to those set forth above.
- B. CLIENT shall pay ENGINEER for such additional services an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of ENGINEER'S employees, times standard hourly rates for each applicable billing class; plus reimbursable expenses and ENGINEER'S Consultants' charges, if any or at established Unit Costs. ENGINEER'S standard hourly rates, reimbursable expenses schedule, and applicable unit cost items are set forth in Exhibit C. Additional Services require written authorization by CLIENT prior to performance of such services.

*4.01 Termination*

- A. The Agreement may be terminated with or without cause by either party on thirty (30) days' written notice, the end of such notice period being the effective date of termination. CLIENT shall pay ENGINEER in accordance with the Agreement for all services performed and reimbursable expenses incurred through the effective date of termination.

5.01 *Controlling Law*

- A. This Agreement is to be governed by the laws of the State of Texas. Each party consents to and submits itself to jurisdiction of the courts of the State of Texas, and to venue in Tarrant County, Texas.
- B. For claims, disputes, or other matters in question between the parties to the Agreement arising out of or relating to the Agreement or breach thereof, the parties shall endeavor to settle these matters by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen.

6.01 *Successors, Assigns, and Beneficiaries*

- A. CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and ENGINEER (and to the extent permitted by paragraph 6.01.B the assigns of CLIENT and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all agreements and obligations of this Agreement.
- B. Neither CLIENT nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or ENGINEER.

7.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER'S services and all warranties are specifically disclaimed, including warranties of merchantability and fitness for a particular purpose. ENGINEER may employ such consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by the CLIENT. ENGINEER is responsible for the work product of such consultants employed by ENGINEER.
- B. Upon payment in full for completed services, original documents, plans, designs, and survey notes developed in connection with services performed hereunder belong to and remain the property of the CLIENT in consideration of which it is mutually agreed that the CLIENT will use them solely in connection with the Assignment, save with the express consent of the ENGINEER. The ENGINEER may retain reproducible copies of such documents.
- C. ENGINEER shall not at any time supervise, direct, or have control over any work by CLIENT'S contractors, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor engaged by the CLIENT, for safety precautions and programs incident to the work progress of a CLIENT'S contractor, nor for any failure of any contractor engaged by CLIENT to comply with laws and regulations applicable to such contractor's work.
- D. ENGINEER neither guarantees the performance of any contractor engaged by the CLIENT nor assumes responsibility for any such contractor's failure to furnish and perform its work in accordance with the contract between CLIENT and such contractor.

- E. ENGINEER shall not be responsible for the acts or omissions of any CLIENT-engaged contractor, subcontractor, or supplier, or of any CLIENT-engaged contractor's agents or employees or any other persons (except ENGINEER'S own employees) at the ASSIGNMENT site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by CLIENT.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the ENGINEER'S Joint Contract Documents Committee (No. C-700, 2007 Edition).
- G. A VARIETY OF RISKS POTENTIALLY AFFECT ENGINEER BY VIRTUE OF ITS ENTERING INTO AN AGREEMENT TO PERFORM PROFESSIONAL SERVICES ON CLIENT'S BEHALF. IN ORDER FOR CLIENT TO OBTAIN THE BENEFIT OF A FEE THAT DOES NOT NEED TO ACCOUNT FOR UNLIMITED RISKS, TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AND ENGINEER (1) WAIVE AGAINST EACH OTHER, AND THE OTHER'S EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, INSURERS, PARTNERS, AND CONSULTANTS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE ASSIGNMENT, AND (2) AGREE THAT ENGINEER'S TOTAL LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL BE LIMITED TO \$50,000 OR THE TOTAL AMOUNT OF COMPENSATION RECEIVED BY ENGINEER, WHICHEVER IS GREATER.
- H. In the event that ENGINEER undertakes to provide construction cost estimation services, the following shall apply. Evaluation of the CLIENT'S ASSIGNMENT budget, preliminary estimates of construction costs, and detailed estimates of construction costs (if any), or any portion thereof prepared by ENGINEER represent ENGINEER'S judgment, based upon the information provided to ENGINEER at the time of evaluation or preparation, as a design professional familiar with the construction industry. It is recognized, however, that neither ENGINEER nor the CLIENT has control over the cost of labor, materials, or equipment, over a contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions. Accordingly, ENGINEER does not have any responsibility in the event that bids or negotiated prices vary from the CLIENT'S ASSIGNMENT budget or from any estimate or construction cost or evaluation prepared or agreed to by ENGINEER.
- I. The parties acknowledge that ENGINEER'S scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the ASSIGNMENT affected thereby until CLIENT: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable Laws and Regulations.
- J. The parties acknowledge that ENGINEER'S Scope of Services does not include any services specifically not included within ENGINEER'S Scope of Service
- K. The parties acknowledge that ENGINEER'S Scope of Services is based upon the ordinance, criteria and/or policies and procedures currently in effect in the City of Watauga, Texas, as reasonably interpreted. Any revisions to these policies could impact the proposed civil engineering services and therefore necessitate and appropriate adjustment in the above fees.
- L. With the execution of this Agreement, ENGINEER and CLIENT shall designate specific individuals to act as ENGINEER'S and CLIENT'S representatives with respect to the Assignment and the responsibilities of the CLIENT under the Agreement. Such an individual shall have the authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.
- M. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued

at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Agreement on behalf of ENGINEER verifies that ENGINEER and its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Agreement is a contract for goods or services, will not boycott Israel during the term of the Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

- N. The signatory executing the Contract on behalf of ENGINEER represents that neither ENGINEER nor any of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent companies, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

#### 8.01 *Total Agreement*

- A. This Agreement (consisting of pages 1 to 15, inclusive), together with any expressly incorporated appendix or attachments, constitutes the entire agreement between CLIENT and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### 9.01 *Severability*

- A. If any part, term, or provision of the Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of the Agreement shall not be affected, and the rights of the ENGINEER and CLIENT shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.

10.01 Payment for Scope of Services (*Maximum Sum Basis*)

A. Using the procedures set forth in paragraph 2.01, CLIENT shall pay ENGINEER for Scope of Services as follows:

1. A total Maximum Sum amount of **Fifty-Three Thousand Four Hundred Dollars and No Cents (\$53,400.00)** based on the following assumed distribution:

| <u>Task</u> | <u>Description</u>               | <u>Lump Sum</u> |
|-------------|----------------------------------|-----------------|
| 100         | Design                           | \$33,000.00     |
| 200         | Advertisement, Bidding and Award | \$9,000.00      |
| 300         | Construction Administration      | \$11,400.00     |
| Total:      |                                  | \$53,400.00     |

2. ENGINEER may alter the distribution of compensation between individual groups noted herein to be consistent with services actually rendered but shall not exceed the total Maximum Sum amount unless approved in writing by the CLIENT.
3. The Maximum Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Maximum Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. The portion of the compensation amount billed monthly for ENGINEER'S services will be based upon ENGINEER'S estimate of the percentage of the Maximum Sum Items and Unit Cost Items actually completed during the billing period. The compensation amount stipulated is conditioned on a period of service ending by September 30, 2021. If such end date is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**SIGNATURES ON NEXT PAGE**

Agreement between City of Watauga, Texas and Burgess & Niple, Inc. for professional services  
46th Year CDBG Project

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CLIENT: **City of Watauga, Texas**

ENGINEER: **Burgess & Niple, Inc.**

By: \_\_\_\_\_  
Andrea Gardner

Title: City Manager

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

Address for giving notices:

7105 Whitley Road

Watauga, TX 76148

By:  \_\_\_\_\_  
Edwin J. Muccillo, P.E.

Title: Chairman

Date Signed: 2.11.2020

Address for giving notices:

3950 Fossil Creek Blvd., Suite 210

Fort Worth, Texas 76137

**Address for remitting invoices:**

**Attention: Burgess & Niple, Inc. – Accounting Department**

**5085 Reed Road**

**Columbus, Ohio 43220**

Designated Representative (Paragraph 7.01 L.):

Name: Paul Hackleman, P.E.

Title: Public Works Director

Phone Number: (817) 514-5837

Facsimile Number: (817) 514-5854

Email Address: PHackleman@wataugatx.org

Designated Representative (Paragraph 7.01 L.):

Name: William Wendland, P.E.

Title: Director, Fort Worth Public Sector

Phone Number: (817) 306-1444, x6105

Facsimile Number: (817) 306-1555

Email Address: billy.wendland@burgessniple.com



## **EXHIBIT A SCOPE OF SERVICES**

### **Project Understanding and Objective**

B&N will provide professional engineering services to design the Bunker Boulevard water improvements for the 46th Year CDBG Project. The project limits are in Project Census Block Group 1138.09/01 generally between Constitution Drive and Whitley Road. These improvements were identified by City Staff due to maintenance requirements.

### **Scope of Services**

#### **Task 100: Design**

Following the notice to proceed, Engineer will subcontract with a Surveyor to locate and document visible and apparent information pertinent to the design and construction of the water improvements. The Surveyor will contact Texas811 and have utilities located within the project limits and survey their marks / flags. The Engineer will subcontract with a geotechnical engineer to drill two bores on either side of the existing culvert on Bunker Boulevard. The geotechnical engineer will evaluate the subsurface soil, rock, and groundwater conditions and provide data for appropriate water line borings / casings beneath the culvert. The project will replace approximately 778 linear feet of existing 8-inch diameter water line with new 8-inch diameter DR-18 PVC, 2 fire hydrants, and 11 water services and meters. The project will have asphalt pavement replacement over the new water line and services located within the road. Engineer may need to coordinate with and receive permits for work located within floodplains by the United States Army Corps of Engineers.

#### **Task 200: Bidding**

Engineer will assist the Owner in advertising and bidding of the project. Engineer will coordinate with Tarrant County and assist the Owner with awarding the project.

#### **Task 300: Construction Administration**

Engineer will provide construction administration services. These services are defined as monthly site visits, answering contractor's and Owner's questions during construction, preparing change orders (maximum of 2), reviewing contractor's monthly payment applications, assisting in the final walk-through and preparing record drawings.

### **Exclusions**

The project only includes the above Scope of Services listed above. It does not include abstracting services, arborist services, construction staking services, subsurface utility engineering (SUE) investigation services, preparation of easements or right-of-way documents, or right of entry services.

### **Deliverables**

B&N will prepare construction plans, specifications and cost estimates so that the City of Watauga can advertise for bids to construct the project. Up to five (5) hard copies of the plans, specifications and cost estimates will be provided to the City of Watauga along with an electronic PDF version. One set of Record Drawings will be delivered at the conclusion of the project.

**EXHIBIT B**  
**LOCATION MAP**



**EXHIBIT C  
PROFESSIONAL SERVICES  
HOURLY FEE SCHEDULE**

| <u>Description</u>                | <u>Hourly Rate*</u><br><u>Min. - Max.</u> |
|-----------------------------------|-------------------------------------------|
| Principal/Associate.....          | \$170 - \$275                             |
| Senior Project Manager.....       | \$130 - \$250                             |
| Project Engineer .....            | \$100 - \$175                             |
| Graduate Engineer .....           | \$80 - \$125                              |
| Senior Technician.....            | \$90 - \$180                              |
| Technician.....                   | \$70 - \$130                              |
| Administrative .....              | \$70 - \$110                              |
| Direct Expenses.....              | Cost + 0%                                 |
| Local Travel (Auto mileage) ..... | Current IRS Allowable Rate + 0%           |
| Subcontract Work .....            | Cost + 0%                                 |

\*Actual hourly rates are based upon experience level and expertise

**EXHIBIT D**  
**GOVERNMENTAL CONTRACT AND PURCHASING RIDER**  
**FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS**

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by **a specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

**Application.** This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS (“Governmental Rider”) applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, (“Contract”) (attached hereto) of Burgess & Niple, (“Vendor”). The Contract involved in this Governmental Rider is described as follows:

*46th Year CDBG Project*

**Payment Provisions.** The City’s payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

**Multiyear Contracts.** If the City’s City Council does not appropriate funds to make any payment for a fiscal year after the City’s fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City’s budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

**Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

**No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a

formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

**Abandonment or Default.** A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

**Disclosure of Litigation.** Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

**Cancellation.** the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

**Annual Vendor Performance Review.** The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

**Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

**Compliance with all Codes, Permitting and Licensing Requirements.** The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

**Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

**Indemnity and Independent Vendor Status of Vendor.** Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

**Liens.** Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

**Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

**Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

**Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

**Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

**Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

**Right to trial by Jury.** Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

**Certificate of Interested Parties (TEC Form 1295).** For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

**Anti-Boycott Israel Verification.** *In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.*

*The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,*

**Iran, Sudan, and Foreign Terrorist Organizations.** *The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned*



subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: \_\_\_\_\_  
Andrea Gardner, City Manager

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

BURGESS & NIPLE, INC.

Vendor

By:  \_\_\_\_\_

Name: Edwin J. Muccillo, P.E.

Title: Chairman

Date: 2.11.2020



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Burgess & Niple, Inc.  
Columbus, OH United States

**Certificate Number:**  
2020-586248

**Date Filed:**  
02/10/2020

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Watauga, TX

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

46th Year CDBG Project  
Engineering Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |              |
|---|--------------------------|------------------------------------------|---------------------------------------|--------------|
|   |                          |                                          | Controlling                           | Intermediary |
|   | Wendland, William        | FORT WORTH, TX United States             |                                       | X            |
|   | Sanders, Steven          | DALLAS, TX United States                 |                                       | X            |
|   | Muccillo, Ed             | TEMPE, AZ United States                  | X                                     |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |
|   |                          |                                          |                                       |              |

**5 Check only if there is NO Interested Party.**

☐

**6 UNSWORN DECLARATION**

My name is William D. Wendland, and my date of birth is 4/23/1962.

My address is 3950 Fossil Creek Blvd, Suite 210, Fort Worth, TX, 76137, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 10th day of February, 2020.  
(month) (year)

*William D. Wendland*

Signature of authorized agent of contracting business entity  
(Declarant)



## 46th YEAR CDBG PROGRAM

PROJECT MAP

1" = 150'

BLOCK GROUP 1138.09/01

### LEGEND



SERVICE AREA



PROPOSED PROJECT



EXISTING WATERLINE

**BURGESS & NIPLE**  
Engineers ■ Planners







# CDBG PROJECT PROPOSAL

**DUE BY 12 NOON, JANUARY 31, 2020**  
(Data required for all peach colored boxes)

**CITY NAME:** Watauga, Texas

| CITY CONTACT NAME    | CITY CONTACT E-MAIL                                                    | CITY CONTACT PHONE |
|----------------------|------------------------------------------------------------------------|--------------------|
| Paul Hackleman, P.E. | <a href="mailto:PHackleman@wataugatx.org">PHackleman@wataugatx.org</a> | (817) 514-5837     |
|                      |                                                                        |                    |
|                      |                                                                        |                    |

## ENGINEER INFORMATION

List all requested information pertaining to the project's Engineer, if available.

| ENGINEERING FIRM NAME | ENGINEER NAME             | ENGINEER EMAIL                                                                       | ENGINEER PHONE #     |
|-----------------------|---------------------------|--------------------------------------------------------------------------------------|----------------------|
| Burgess & Niple, Inc. | William D. Wendland, P.E. | <a href="mailto:Billy.Wendland@burgessniple.com">Billy.Wendland@burgessniple.com</a> | (817) 306-1444,x6105 |
|                       |                           |                                                                                      |                      |
|                       |                           |                                                                                      |                      |

## PROJECT INFORMATION

| PROJECT TYPE       | PROJECT ADDRESS                             | PROJECT CENSUS BLOCK GROUP<br>(MUST BE > 50.78%) |
|--------------------|---------------------------------------------|--------------------------------------------------|
| Water Improvements | 7000 CONSTITUTION DR. to 7000 VALLEYFORD CT | 1138.09 / 01                                     |

*Project Address must give street name with block number*

Project entails purchasing ROW or other property: Yes ☐ | No ☒

(ANY ISSUES REGARDING "RIGHT OF WAY" OR ANY ACQUISITION OF REAL PROPERTY MUST BE CLEARED OR IN PROCESS OF CLEARING BY THE TIME OF SUBMITTAL [USING URA GUIDELINES found in CDBG Guide.](#))

**PROJECT DESCRIPTION:** Must fully explain what the project is, what will be done, where the project will take place (ie, which side of road and between what streets), the length of materials involved and the type of materials that exist and will be replaced with. If a multi-year project, please indicate. Go to part 6 to give description of need and problem to be addressed.

Project is along the north side of Bunker Boulevard from Whitley Road to Constitution Street. The project will remove approximately 778 linear feet of existing 8" dia. water line and replace it with approximately 778 linear feet of 8" dia. DR-18 PVC water line by open cut. Approximately 300 linear feet at the west end of the project falls within the floodplain, but the project does not affect or disturb the regulatory floodway channel, see attached FEMA firmette. Our project will not increase Base Flood Elevations because it is a buried pipeline. Existing elevations will be matched with asphalt trench repair and solid sodding. Underneath the existing culvert, the existing waterline cannot be easily removed. The existing 8" water line in this area will be cut, plugged, and abandoned. Installation beneath the culvert will require boring of approximately 65 linear feet of 16" Dia. (3/8" Thick) Welded Steel Casing with 8" DR-18 PVC water line carrier pipe. Project also entails removal of two existing fire hydrants, five curb ramps, 11 water meters, and the construction of 2 fire hydrants with integral storz connections, four mainline 8" gate valves, five ADA compliant curb ramps, and 11 water meters.

**SERVICE AREA DESCRIPTION:** Must include street boundaries of those who are benefiting from this project. [example; mustang st (north), main st. (south), magnolia st (east), tarrant dr. (west)] those residents who are affected lay within the “service area”. For example, if a water/sewer improvement is made, think about who will receive direct benefit from this improvement and which way the water will flow. From this you should be able to outline a boundary to call your “service area”.

The primary Service Area of approximately 2.24 acres includes single-family residential houses directly north and south of Bunker Boulevard from Constitution Street to Whitley Road.

## LAND USE INFORMATION

Thinking about the boundaries that you just indicated for the “service area”, fill in the table with the appropriate acreage of the land used within those boundaries. Please remember that **at least 70% of your service area must be residential, except for ADA Barrier Removal activities under Limited Clientele.** Look at land use maps.

| State Land Use Codes                  | Land Use in Acres | Total Acres in Service Area | % of Total Service Area |
|---------------------------------------|-------------------|-----------------------------|-------------------------|
| <b>A1</b> (Single Family Residential) | 2.24              | 2.24                        | 100.00%                 |
| <b>A2</b> (Mobile Homes)              |                   |                             |                         |
| <b>B1</b> (Multi-family Residential)  |                   |                             |                         |
| <b>C1</b> (Residential Vacant)        |                   |                             |                         |
| <b>C2</b> (Commercial Vacant)         |                   |                             |                         |
| <b>C6</b> (Exempt – ROW)              |                   |                             |                         |
| <b>D3</b> (Farm land)                 |                   |                             |                         |
| <b>D4</b> (Undeveloped)               |                   |                             |                         |
| <b>F1</b> (Commercial)                |                   |                             |                         |
| <b>F2</b> (Industrial)                |                   |                             |                         |
| <b>J1-8</b> (Utilities)               |                   |                             |                         |
| <b>OTHER</b> ( )                      |                   |                             |                         |
| <b>TOTAL RESIDENTIAL:</b>             | 2.24              | 2.24                        | 100.00%                 |

## REQUIRED MAPS

PLEASE MAKE SURE TO INCLUDE:

| INCLUDE                             |                                                        |
|-------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> | MAP(S) INDICATING SERVICE AREA OUTLINING PROJECT AREA  |
| <input checked="" type="checkbox"/> | MAP OF FEMA FLOOD MAP (FIRM) OF OUTLINING PROJCT AREA* |
| <input checked="" type="checkbox"/> | OTHER MAPS (IE, SHOWING WATER OR SEWER FLOW)           |

\*PROJECTS IN THE FLOODWAY ARE NOT ELIGIBLE

## BUDGET OVERVIEW

| DESCRIPTION OF ITEM                                              | QUANTITY | UNIT PRICE  | AMOUNT       | NOTES |
|------------------------------------------------------------------|----------|-------------|--------------|-------|
| Prepare and Restore Right-of-Way                                 | 1        | \$ 5,000.00 | \$ 5,000.00  |       |
| Remove Existing 8" Dia. Water Line                               | 778      | \$ 15.00    | \$ 11,670.00 |       |
| 8" Dia. DR-18 PVC Water Line By Open Cut                         | 778      | \$ 66.00    | \$ 51,348.00 |       |
| 8" Dia. DR-18 PVC Water Line for Casing                          | 65       | \$ 20.00    | \$ 1,300.00  |       |
| 6" Dia. DR-18 PVC Water Line By Open Cut                         | 15       | \$ 62.00    | \$ 930.00    |       |
| 16" Dia. (3/8" Thick) Welded Steel Casing By Other Than Open Cut | 65       | \$ 500.00   | \$ 32,500.00 |       |
| 8" Gate Valve and Box                                            | 4        | \$ 2,000.00 | \$ 8,000.00  |       |
| Fire Hydrant Assembly, including 6" GV                           | 2        | \$ 6,000.00 | \$ 12,000.00 |       |
| Ductile Iron Fittings                                            | 4.0      | \$ 7,000.00 | \$ 28,000.00 |       |
| Temporary 2" Blow Off /Sample point                              | 2        | \$ 1,000.00 | \$ 2,000.00  |       |
| Salvage Existing Fire Hydrant                                    | 2        | \$ 600.00   | \$ 1,200.00  |       |
| Abandon Existing Water Valve                                     | 4        | \$ 900.00   | \$ 3,600.00  |       |
| Connect to Existing 8" Water Line                                | 5        | \$ 2,800.00 | \$ 14,000.00 |       |
| Cut and Plug Existing Water Line (all sizes)                     | 2        | \$ 400.00   | \$ 800.00    |       |
| Long Double Water Service                                        | 3        | \$ 2,200.00 | \$ 6,600.00  |       |
| Short Double Water Service                                       | 2        | \$ 2,200.00 | \$ 4,400.00  |       |
| Short Single Water Service                                       | 1        | \$ 1,800.00 | \$ 1,800.00  |       |
| Water Service Transfer                                           | 11       | \$ 500.00   | \$ 5,500.00  |       |
| Temporary 2" Water with Connections                              | 1        | \$ 5,000.00 | \$ 5,000.00  |       |
| Remove and Replace Existing Curb & Gutter                        | 45       | \$ 30.00    | \$ 1,350.00  |       |
| Remove and Replace Existing Concrete Sidewalk                    | 180      | \$ 10.00    | \$ 1,800.00  |       |
| Remove and Replace Existing Concrete Driveways                   | 90       | \$ 15.00    | \$ 1,350.00  |       |
| Remove and Replace Existing Curb Ramps                           | 5        | \$ 2,000.00 | \$ 10,000.00 |       |
| Temporary Pavement Replacement                                   | 860      | \$ 20.00    | \$ 17,200.00 |       |

| DESCRIPTION OF ITEM                     | QUANTITY | UNIT PRICE   | AMOUNT       | NOTES |
|-----------------------------------------|----------|--------------|--------------|-------|
| Asphalt Pavement Replacement            | 860      | \$ 30.00     | \$ 25,800.00 |       |
| Solid Sodding incl. 4" Thick Topsoil    | 25       | \$ 10.00     | \$ 250.00    |       |
| Trench Safety                           | 50       | \$ 2.00      | \$ 100.00    |       |
| Traffic Control Plan and Implementation | 1        | \$ 4,000.00  | \$ 4,000.00  |       |
| Erosion Control Plan                    | 1        | \$ 1,500.00  | \$ 1,500.00  |       |
| Project Signs                           | 2        | \$ 600.00    | \$ 1,200.00  |       |
| Miscellaneous Allowance                 | 1        | \$ 25,000.00 | \$ 25,000.00 |       |

|                                      |                   |
|--------------------------------------|-------------------|
| Estimated Construction Subtotal      | \$285,198         |
| Design/Engineering Subtotal          | \$ 53,400         |
| <b>TOTAL ESTIMATED PROJECT COSTS</b> | <b>\$ 338,598</b> |

|                                                       |           |
|-------------------------------------------------------|-----------|
| City Leverage Amount ( <i>if applicable</i> )         | \$140,198 |
| City Paid Design/Engineering ( <i>if applicable</i> ) | \$53,400  |
| Other Sources ( <i>if applicable</i> )                | \$0       |
| Assumed CDBG award                                    | \$145,000 |
| Total Estimated Funds Available                       | \$338,598 |

NOTE: balance of project MUST be leveraged by the city in order to have a completed and useable project upon final inspection.

Assumption of CDBG allocation estimates can be seen in the example of Tiering Projects in the CDBG Guide. **Total project costs must equal estimated funds available.**

## PROJECT JUSTIFICATION

**NEED AND PROBLEMS:** Describe the need and problem to be addressed. By stressing your need here will give greater justification in project selection. Provide details of whether or not this project will complement another project within the city or surrounding cities?

The waterline along Bunker Boulevard has been identified as needing replacement or reconstruction due to excessive leaks and breaks. The occurrence of water line breaks has exceeded normally expected occurrence and the line is no longer economical to maintain without replacement. Additionally, the City of Watauga is currently in the process of updating its fire hydrant requirements. Watauga's Fire Department currently carries storz adapters to connect fire hoses into NPT connection fire hydrants. This project's replacement of the existing fire hydrants with integral storz connection hydrants will improve fire response times in this area. This proposed project will complement a roadway and utility re-construction project along Whitley Road. This waterline project along Bunker Blvd. will tie into a stub-out at the Whitley Road intersection.

**FINANCIAL NEED:** A brief explanation is needed for CDBG funding request and an explanation of current revenue. This should be accompanied by a brief financial summary report indicating assets and liabilities in general and specific reports in relation to the infrastructure being proposed.

Every other year, the City of Watauga adopts plans for capital improvements within areas that exhibit low to moderate income. The city will typically biennially budget approximately \$258,000 on a rotating schedule toward the design and construction of these projects in order to supplement funds from Community Development in making these improvements. An excerpt from the City of Watauga's Capital Improvement Budget is included as an attachment.

**ENVIRONMENTAL & NEIGHBORHOOD CONDITIONS:** Give a brief description of the environment of the project and service areas. Will this project help improve the conditions? If so, how? Is this a developed area or undeveloped? Are there sensitive habitats? Will there be nuisances such as dust (air pollution), surface water problems and/or traffic issues during the project implementation?

Currently the surrounding neighborhood is a fully developed single-family residential neighborhood built from 1973-1980. The majority, if not all, of the homes are occupied. There are no known sensitive habitats affected within the project area, see attached TPWD endangered species report. The proposed project crosses a riverine classified as R4SBC, see attached U.S. Fish and Wildlife service map. At the riverine crossing, the proposed project is a buried potable-water pipeline passing beneath an existing roadway culvert and will not impact the wetland during construction or after completion. The proposed project site crosses a 100-year floodplain, FEMA FIRMette attached. Where open-cut construction techniques are utilized, the trench repair shall match the previously existing roadway so as not to increase the base flood elevations. At the channel crossing, the proposed project will bore beneath the existing culvert without disturbing the regulatory floodway. The project does not remove any farmland from production. The proposed water line replacement seeks to reduce the occurrence of waterline breaks and leaks necessitating emergency point repairs. However, there will be minor inconveniences to the immediate neighborhood during construction due to some dust, noise, re-routing of traffic, and minor waterline downtime. Normal means of dust control will be utilized, such as sprinkling. Construction will be allowed only during normal work hours and traffic will be allowed one lane of flow, where possible. Adequate alternate routes exist in the area to allow vehicle access with a minimum of disruption. Temporary water service will be provided through construction.

## REQUIRED SUPPLEMENTAL INFORMATION

| ITEM                                                                                                                                                                                                                                                                                                                                                                                                         | INCLUDED                                                                                      | COMMENTS                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <b>City Annual Financial Information</b><br>(The most current City Financial Summary available that shows assets and liabilities and/or line items indicating amount reserved for public infrastructure projects paid by the city. <i>One page summary will suffice.</i> )                                                                                                                                   | <input checked="" type="checkbox"/> <i>Check here if you have included</i>                    | See attached excerpts from Watauga's Budget for Fiscal year ending September 30, 2020                       |
| <b>City Comprehensive Plan or equivalent</b><br>(If the city has a comprehensive plan, please include the portion which indicates community goals and future plans for land use in respect to using CDBG funds for projects or a web link.)                                                                                                                                                                  | <input checked="" type="checkbox"/> <i>Check here if you have included or emailed Planner</i> | <a href="https://www.cowtx.org/DocumentCenter/View/3949">https://www.cowtx.org/DocumentCenter/View/3949</a> |
| <b>Date of City Public Hearing</b><br>(The intent to the public hearing during city council meeting is to let your council and public know what you want to do with these federal funds and to listen to any comments, objections and finally approval by your council to move forward with the project. This can all be reflected in your minutes and a copy can be emailed to the planner when available.) | <i>The City Public Hearing is anticipated to be on 3/9/2020.</i>                              |                                                                                                             |
| <b>Copy of Public Notice</b><br>(It is required that the City post a public notice at least 10 business days prior to an actual meeting, a public meeting will occur in city chambers discussing this project, hear any comments given and a certified copy of minutes plus any comments made will be sent to the planner to go with the proposal.)                                                          | <input type="checkbox"/> <i>Check here if you have included</i>                               |                                                                                                             |
| <b>Copy of Public Hearing Minutes</b><br>(Attach a copy of the approved public hearing minutes and a copy of the public notice. <i>If the hearing is scheduled and has not been executed, please mail or fax a copy of the public notice and approved public hearing minutes to the senior planner or CDBG Project administrator as soon as minutes are approved.</i> )                                      | <input type="checkbox"/> <i>Check here if you have included</i>                               |                                                                                                             |
| <b>Copies of any Citizen Input or additional comments</b>                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> <i>Check here if you have included, if any</i>                       |                                                                                                             |
| <b>Map showing boundary of service area</b>                                                                                                                                                                                                                                                                                                                                                                  | <input checked="" type="checkbox"/> <i>Check here if you have included, if any</i>            | See attached service area map                                                                               |





## **NOTICE OF PUBLIC HEARING**

**WATAUGA CITY COUNCIL  
CITY HALL COUNCIL CHAMBER  
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148  
APRIL 13, 2020  
6:30 P.M.**

Notice is hereby given that City Council will conduct a Public Hearing at their regularly scheduled meeting on Monday, April 13, 2020, beginning at 6:30 p.m. in the City Council Chambers at 7105 Whitley Road, Watauga, TX.

The purpose of the public hearing is to receive input on community needs and project selection relative to funds to be received in the 46<sup>th</sup> Year of Tarrant County's Community Development Block Grant (CDBG) Program.

### **NOTICE**

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 (817) 514-5825, OR FAX (817) 514-3625.

Published on Friday, March 27, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, March 27, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

\_\_\_\_/s/\_\_\_\_Andrea Gardner\_\_\_\_\_  
Andrea Gardner, City Secretary



legals & public notices

ASSOC INC" cap found for corner;  
North 59° 07' 28" East, a distance of 77.48 feet to the POINT OF BEGINNING and containing an area of 36.363 acres or 1,583,986 square feet of land, more or less

CITY OF NORTH RICHLAND HILLS ORDINANCE NO. 3641

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, AND THE ZONING MAP OF THE CITY OF NORTH RICHLAND HILLS, TEXAS BY REZONING A 0.20-ACRE TRACT OF LAND LOCATED AT 5149 JENNINGS DRIVE FROM R-4-D (DUPLX) TO R-1 (SINGLE-FAMILY RESIDENTIAL); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Any person, firm or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

PASSED AND APPROVED on this 23rd day of March, 2020.

CITY OF NORTH RICHLAND HILLS

By: /s/ Oscar Trevino

Oscar Trevino, Mayor

ATTEST:

/s/ Alicia Richardson

City Secretary

APPROVED AS TO FORM AND LEGALITY:

/s/ Maleshia B. McGinnis

City Attorney

CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE SATURDAY, MAY 2, 2020, GENERAL ELECTION, ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION IN THE CITY OF ROANOKE, TEXAS, FOR PURPOSE OF ELECTING ONE (1) COUNCILMEMBER FOR WARDS 2, AND 3; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 25TH day of February, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED "USE CHARTS," BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW SOLAR FARM USE WITH A SPECIFIC USE PERMIT (SUP) WITHIN BUSINESS PARK (BP) DISTRICTS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE;

legals & public notices

CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-107

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 1.835 ACRE TRACT OR TRACTS OF LAND IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 923, AND THE JOHN BACON SURVEY, ABSTRACT NO. 1565, CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND CONSISTING OF LOT 3, BLOCK 1 OF THE ROANOKE CENTER ADDITION, AN ADDITION OF THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AND/OR DEPICTED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, BY AMENDING THE UNDERLYING ZONING FOR THIS 1.835 ACRE TRACT OF LAND FROM RETAIL (R) DISTRICT TO RETAIL - SPECIFIC USE PERMIT (R-SUP) DISTRICT TO ALLOW PHILANTHROPIC ORGANIZATION USE; PRESCRIBING THE PERMISSIBLE USES THEREOF; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Section 4. PENALTY CLAUSE Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 24TH day of March, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ABANDONING, VACATING, AND CLOSING UNUSED ROADWAY RIGHT-OF-WAY CONSISTING OF A TWENTY FOOT (20') WIDE UNUSED ALLEY RIGHT-OF-WAY ADJACENT TO LOTS 3A-R AND 4A, BLOCK 10 OF THE O.T. ROANOKE ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND WHICH IS MORE PARTICULARLY DESCRIBED AND OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED CONVEYING SAID UNUSED RIGHT-OF-WAY TO ADJACENT PROPERTY OWNER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 24TH day of March, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING A SECOND AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT, HOTEL

legals & public notices

NOTICE OF PUBLIC HEARING WATAUGA CITY COUNCIL CITY HALL COUNCIL CHAMBER 7105 WHITLEY ROAD, WATAUGA, TEXAS 76148 APRIL 13, 2020 6:30 P.M.

Notice is hereby given that there will be a public hearing before the City of Watauga City Council at their regularly scheduled meeting on Monday, April 13, 2020, beginning at 6:30 p.m. in the City Council Chambers at 7105 Whitley Road, Watauga, TX. This public hearing is for the 2020 City of Watauga Comprehensive Plan Update. The specific action proposed is the recommendation to City Council for adoption of the updated Comprehensive Plan. Written comments regarding the Comprehensive Plan Update must be submitted no later than 5:00 p.m., April 10, 2020. Public testimony will be taken on the Comprehensive Plan Update at the Hearing on April 13, 2020. This hearing or portions thereof may be continued at the discretion of the City Council.

Further information on the updates to the City of Watauga's Comprehensive Plan can be found at <https://www.cowtx.org/comp>.

Published on Friday, March 27, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, March 27, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code. /s/Andrea Gardner City Secretary

NOTICE OF PUBLIC HEARING WATAUGA CITY COUNCIL CITY HALL COUNCIL CHAMBER 7105 WHITLEY ROAD, WATAUGA, TEXAS 76148 APRIL 13, 2020 6:30 P.M.

Notice is hereby given that City Council will conduct a Public Hearing at their regularly scheduled meeting on Monday, April 13, 2020, beginning at 6:30 p.m. in the City Council Chambers at 7105 Whitley Road, Watauga, TX.

The purpose of the public hearing is to receive input on community needs and project selection relative to funds to be received in the 46th Year of Tarrant County's Community Development Block Grant (CDBG) Program.

NOTICE 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 (817) 514-5825, OR FAX (817) 514-3625.

Published on Friday, March 27, 2020, in the Star Telegram, Legal Notices Section.

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NOTICE - SARATOGA B PAD

legals & public notices

commence any use for which payment of a fee is required under Chapter 30 of the Code of Ordinances until such fee has been paid. Any person, firm, or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1, "General Provisions," Section 1-12, "General Penalty," Eules Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 4. PUBLICATION CLAUSE. The City Secretary of the City of Eules is hereby directed to publish in the official newspaper of the City of Eules, as required by Section 12 of Article II of the Charter of the City of Eules.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, as provided by the Eules City Charter and the laws of the State of Texas.

PRESENTED AND PASSED ON FIRST AND FINAL READING at a regular meeting of the Eules City Council on March 24, 2020, by a vote of 7 ayes, 0 nays, and 0 abstentions.

ORDINANCE NO. 2240 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EULESS, CHAPTER 84, UNIFIED DEVELOPMENT CODE, AMENDING THE CITY OF EULESS ZONING DISTRICT MAP ON APPROXIMATELY 7.8 ACRES IN THE PARK CENTER ADDITION, LOTS 1B AND 1C AND INTERNATIONAL REGIONAL INDUSTRIAL COMPLEX, PORTION OF BLOCK C AND BLOCK C, LOT 10 BY CHANGING THE ZONING FROM TEXAS HIGHWAY 10 MULTI-USE (TX-10) DISTRICT ZONING INTO PLANNED DEVELOPMENT (PD) DISTRICT ZONING AS DESCRIBED HEREIN AND ON THE ATTACHED "EXHIBIT A"; PROVIDING FOR USE TYPES AND STANDARDS; PROVIDING FOR A SEVERABILITY CLAUSE, PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND AN EFFECTIVE DATE.

SECTION 5. PENALTY FOR VIOLATION. It shall be a violation of this ordinance to conduct any activity or commence any use for which payment of a fee is required under Chapter 30 of the Code of Ordinances until such fee has been paid. Any person, firm, or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1, "General Provisions," Section 1-12, "General Penalty," Eules Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 7. PUBLICATION CLAUSE. The City Secretary of the City of Eules is hereby directed to publish in the official newspaper of the City of Eules, as required by Section 12 of Article II of the Charter of the City of Eules.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, as provided by the Eules City Charter and the laws of the State of Texas.

PRESENTED AND PASSED ON FIRST AND FINAL READING at

wanted

WANTED CASH. R. Certified Refrig

misc. m

2001 TOY 17 tires

2006 ALUMI or 15, luas

24" CHAR PLACE

Custom S rollers, \$200. }

FOR SALE Model/ tilt, 52 comme \$1,500. -454-76

IRONMAN Toyota \$200. 8

MICHELLI for \$100. }

Tires on wheels \$200. }

anima

dogs

AKC Reg Taking \$850. 1 254-71.

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## AGENDA MEMORANDUM

**DATE:** March 12, 2020

**TO:** Honorable City Council Members

**FROM:** Marcia Reyna, Human Resources and Civil Service Director

**SUBJECT:** Discuss and consider action to adopt a Resolution by the City Council of the City of Watauga, Texas amending Policy 3.01 Recruitment of the Personnel, Administration and Financial Policies and Procedures Manual regarding procedures for recruiting city personnel; providing for repeal; providing for severability; providing an effective date

---

### **BACKGROUND/INFORMATION:**

On March 9, 2020, Council Member Prescher requested the City Attorney create a policy amendment that prohibits employment of certain relatives of current City employees. On, March 11, 2020, Council Member Downey confirmed with the City Manager that she agreed to discuss the matter. A revision of Policy 3.01 Recruitment is being presented for City Council's consideration.

### **FINANCIAL IMPLICATIONS:**

N/A

### **RECOMMENDATION/ACTION DESIRED:**

City staff recommends the City Council consider Resolution No. 2020-006, amending the City's Personnel, Administration and Financial Policies and Procedures Manual.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Employment of Relatives - Library
2. Employment of Relatives - IT Dept
3. Employment of Relatives - Fire Dept
4. Employment of Relatives - Finance Dept
5. Employment of Relatives - PD
6. 3.01 Recruitment
7. Resolution Policy 3.01 Recruitment

### **REVIEWED BY:**

|                                                          |                      |
|----------------------------------------------------------|----------------------|
| Marcia Reyna, Human Resources and Civil Service Director | Approved - 3/25/2020 |
| Macy Cotton, Legal                                       | Approved - 3/27/2020 |
| George Hyde, Legal                                       | Approved - 4/9/2020  |



## **AGENDA MEMORANDUM**

Andrea Gardner, City Manager

Final Approval - 4/9/2020

*Approved as to form for inclusion on Agenda*

**Andrea Gardner**

---

**From:** Shawn Fannan  
**Sent:** Thursday, March 12, 2020 6:31 PM  
**To:** Andrea Gardner  
**Subject:** nepotism

The FD does not have anyone that is related to someone else that works for the city.

We do have one employee- David Martinez who is dating Kimberly B. In records department at the PD.

Thank you,

Shawn Fannan

---

This email was scanned by Bitdefender



## CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

|                               |                       |
|-------------------------------|-----------------------|
| <b>POLICY TITLE</b>           | <b>Recruitment</b>    |
| <b>INITIAL EFFECTIVE DATE</b> | <b>May 18, 2015</b>   |
| <b>LAST REVISION DATE</b>     | <b>April 13, 2020</b> |
| <b>POLICY NUMBER</b>          | <b>3.01</b>           |

**OBJECTIVE** The purpose of the policy is to provide a uniform and organized approach for employee recruitment.

**SCOPE** This policy applies to all regular full-time, regular part-time, temporary, and seasonal positions of the City of Watauga.

### **POLICY**

#### **A. Open Positions Types and Time Tables**

1. **Internal Position:** Only current City employees are eligible to apply for internal postings. The minimum posting time for all internal positions shall be five (5) working days. If five (5) working days have passed and the position is still not filled, it can be revised to an external position and posted as described in **Policy 3.02 Selection Process (B)**.
2. **External Position:** Any person is eligible to apply for external postings. The minimum posting time for all external positions shall be five (5) working days. Based on the difficulty in recruiting for a position, the supervisor may elect to open the position for longer than five (5) days. If the supervisor does not have a sufficient number of qualified applicants as of the posted period closing date, the closing date may be extended.
3. **Open Until Filled:** A supervisor may choose to post a position as “open until filled.” These positions do not have a pre-defined closing date and will remain open until a conditional offer is provided to an applicant. “Open until filled” positions must be opened for a minimum of five (5) business days.
4. **Temporary/Seasonal:** Most temporary/seasonal positions are posted. However, some immediate appointments can be made the Department Head in emergency situations.
5. **Eligibility List:** The Human Resources Department may refer to previously screened candidates’ applications before posting a position as open as long as the position was accepting applications in previous six (6) months.
6. **Civil Service Positions:** Police Officers and Fire Fighters are subject to the applicable provisions of Texas Local Government Code Chapter 143, the Rules of the City of Watauga Firefighters and Police Officers Civil Service Commission

## **B. Recruitment and Relocation Expenses**

The City of Watauga may reimburse senior professional, top management and executive applicants for expenses incurred during position recruitment and relocation. The City Manager must approve all reimbursements incurred for interview and relocation expenses and may, at their discretion, restrict the reimbursement of all unreasonable expenses. In order to be reimbursed for interview and relocation expenses, a list of expenses along with all receipts must be submitted to the Human Resources Department.

## **C. Use of Executive Search Firm**

The City of Watauga may contract the services of an executive search firm for executive, senior professional, and management positions when suitable applicants cannot be expeditiously located through the regular recruitment process. The selection of the search firm must comply with 14.01 Purchasing Policy.

## **D. Recruitment Procedure**

1. In an effort to recruit the most qualified candidates in an effective and efficient manner, the Human Resources Department will place the job posting on the City's website, in the bulletin boards in the City Hall lobby, and on other media including websites, publications, and Social Media as appropriate.
2. Applicants may sign up to receive email notification of open positions through the City's website.
3. The Human Resources Department will review and update the job description with the Supervisor, as needed.

[See Policy 3.02 Selection Process](#)

## **E. Recruitment of Former Employees**

1. Former City employees, who meet the current, minimum qualifications and separated from previous employment in good standing by submitting a written two (2) week resignation notice, are eligible for rehire.
2. Former employees who would like to be considered for rehire must submit an application for posted open positions.
3. Former full-time employees eligible for rehire shall only be rehired one time unless this requirement is waived by the City Manager.
4. Part-time and temporary employees are eligible for rehire providing they meet eligibility requirements and leave in good standing by submitting a written two (2) week resignation notice or finishing their temporary position duties satisfactorily.
5. If former employees are rehired, benefits such as vacation, sick time, and longevity are computed from the rehire date.





**CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-006**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY  
OF WATAUGA, TEXAS AMENDING POLICY 3.01  
RECRUITMENT OF THE PERSONNEL,  
ADMINISTRATION AND FINANCIAL POLICIES AND  
PROCEDURES MANUAL REGARDING PROCEDURES  
FOR RECRUITING CITY PERSONNEL; PROVIDING FOR  
REPEAL; PROVIDING FOR SEVERABILITY;  
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Article III, Section 3.07(m) of the Home Rule Charter of the City of Watauga, Texas (hereinafter “the City”) provides that the City Council fix the salaries and compensation of the city officers and employees, and establish qualifications, rules and standards of and for all employees of the City; and

WHEREAS, the City wishes to set restrictions on the employment of certain relatives of City employees; and

WHEREAS, there is a need to prevent the potential for perceived or actual conflicts, such as favoritism or personal conflicts; and

WHEREAS, an exception will be allowed for employee relative situations that exist upon the adoption of resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The City Council of the City of Watauga hereby finds that the statements set forth in the recitals of this Resolution are true and correct and hereby incorporates such recitals as a part of this Resolution.

II.

Policy 3.01 R of the City's Personnel, Administration and Financial Policies and Procedures Manual as set forth in Exhibit "A" attached hereto and incorporated by reference, is hereby adopted.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
ARTHUR L, MINER, Mayor

ATTEST:

\_\_\_\_\_  
ANDREA GARDNER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
GEORGE HYDE, City Attorney



## AGENDA MEMORANDUM

**DATE:** March 18, 2020

**TO:** Honorable City Council Members

**FROM:** Andrea Gardner, City Manager

**SUBJECT:** Discuss and consider action to appoint a member to Place 4 on the Watauga Economic Development Corporation Board to serve an unexpired term ending on August 31, 2020

---

### **BACKGROUND/INFORMATION:**

On February 24, 2020, the City received a resignation letter from Becky Hartless for the position served on the WEDC Board.

Per Texas Local Government Code Section 501.062, board members are referred to as directors and shall not serve a term that exceeds six years. The City may be more restrictive than State Law but not less restrictive, thus the Bylaws adopted by both the Board and City Council limit the term to two years for board members. State Law doesn't limit the number of terms a director may serve and neither does the Corporation's Bylaws.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

Staff respectfully recommends the Council accept the recommendations of the Council Liaison to the WEDC to fill the vacancy for Place 4 to an unexpired term that ends on August 31, 2020

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. WEDC Resignation
2. Damon Solko Application
3. Charles Hubbard Application 2020

### **REVIEWED BY:**

Andrea Gardner, City Manager

Final Approval - 4/9/2020

*Approved as to form for inclusion on Agenda*

2/24/2020

City of Watauga  
Watauga Economic Development Corporation  
7105 Whitley Road  
Watauga, TX 76148

Ms. Gardner and WEDC:

I hereby resign my position as Secretary/Director on the board of the Watauga Economic Development Corporation. I have enjoyed working with the other Directors and the City staff during the Corporation's transition from a focus on parks to much needed local economic development. Unfortunately, my schedule does not allow me to consistently be available for Board meetings.

Thank you,



Becky Hartless  
5908 Sundown Drive  
Watauga, TX 76148



## AGENDA MEMORANDUM

**DATE:** March 24, 2020

**TO:** Honorable City Council Members

**FROM:** Randy Richards, CFM, Building Official  
Paul Hackleman, P.E., CFM, Director of Public Works

**SUBJECT:** Discussion and action on Resolution by the City Council of the City of Watauga, Texas approving updates to the Comprehensive Plan; providing for severability; and providing an effective date

---

### **BACKGROUND/INFORMATION:**

This project was launched in August 2019 with multiple meetings of the Comprehensive Plan Update Workgroup.

The City is proactively anticipating the unfortunate but inevitable continued decline of big box retail uses along SH 377 by adopting a new land use category entitled Retail Transitional Mixed-Use or RT-MU. This new land use was designed to accommodate future development and redevelopment opportunities along the Denton Highway corridor in a manner that not only reflects the community's vision for improving quality of life and increasing property values, but to also capitalize on the emerging mixed use markets that will ensure the continued vitality of the community.

A future RT-MU zoning district will be created for developing properties desiring to conform to the RT-MU land use plan. This will not affect existing properties or businesses wishing to continue current operations unless they apply for a zoning change.

Moving through the public input stage, the City allowed for a wide range of opportunities to review and provide input on the updates before presentation to City Council for consideration.

Tonight's meeting is the fourth public meeting being held allowing for Public Review and Input Opportunities. Public Meetings were also held December 3, 2019, January 28, 2020 and February 19, 2020. The public has also had opportunity to submit comments in person, via phone message and online.

The Comprehensive Plan will continue to serve as the master plan regarding future development and zoning considerations within the City of Watauga.



## AGENDA MEMORANDUM

### **FINANCIAL IMPLICATIONS:**

NA

### **RECOMMENDATION/ACTION DESIRED:**

City staff respectfully recommends the Council consider the comments received during the public hearing taking action on the recommendation of the City Manager's Work Group and Planning & Zoning Commission at their meeting on February 19, 2020.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. 03272020 PH Notice - Comp Plan Update - CC Meet 04132020
2. CC Public Hearing Notice 03272020
3. 2020\_02\_14\_WAG\_P&Z Hearing PDF
4. 02192020 PZ Recommendation to Council
5. Resolution Approving Updates to Comprehensive Plan

### **REVIEWED BY:**

Randy Richards, CFM, Building Official

Paul Hackleman, P.E., CFM, Director of Public Works

Macy Cotton, Legal

George Hyde, Legal

Andrea Gardner, City Manager

*Approved as to form for inclusion on Agenda*

Approved - 3/27/2020

Approved - 3/30/2020

Approved - 4/2/2020

Approved - 4/9/2020

Final Approval - 4/9/2020



## legals & public notices

ASSOC INC" cap found for corner; North 59° 07' 28" East, a distance of 77.48 feet to the POINT OF BEGINNING and containing an area of 36.363 acres or 1,583,986 square feet of land, more or less

### CITY OF NORTH RICHLAND HILLS ORDINANCE NO. 3641

AN ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY OF NORTH RICHLAND HILLS, AND THE ZONING MAP OF THE CITY OF NORTH RICHLAND HILLS, TEXAS BY REZONING A 0.20-ACRE TRACT OF LAND LOCATED AT 5149 JENNINGS DRIVE FROM R-4-D (DUPLEX) TO R-1 (SINGLE-FAMILY RESIDENTIAL); PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; ESTABLISHING A PENALTY; PROVIDING FOR SAVINGS; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

Any person, firm or corporation violating any provision of the Zoning Ordinance and the zoning map of the City of North Richland Hills as amended hereby shall be deemed guilty of a misdemeanor and upon final conviction thereof fined in an amount not to exceed Two Thousand Dollars (\$2,000.00). Each day any such violation shall be allowed to continue shall constitute a separate violation and punishable hereunder.

PASSED AND APPROVED on this 23rd day of March, 2020.

CITY OF NORTH RICHLAND HILLS

By: /s/ Oscar Trevino

Oscar Trevino, Mayor

ATTEST: /s/ Alicia Richardson

City Secretary

APPROVED AS TO FORM AND LEGALITY:

/s/ Maleshia B. McGinnis  
City Attorney

### CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, DECLARING UNOPPOSED CANDIDATES IN THE SATURDAY, MAY 2, 2020, GENERAL ELECTION, ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION IN THE CITY OF ROANOKE, TEXAS, FOR PURPOSE OF ELECTING ONE (1) COUNCILMEMBER FOR WARDS 2, AND 3; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 25TH day of February, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

### CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, BY AMENDING CHAPTER 12, ARTICLE VI, SECTION 12.661, APPENDIX 3, ENTITLED "USE CHARTS," BY AMENDING THE USES WITHIN BUSINESS PARK (BP) DISTRICTS TO ALLOW SOLAR FARM USE WITH A SPECIFIC USE PERMIT (SUP) WITHIN BUSINESS PARK (BP) DISTRICTS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE;

## legals & public notices

### CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-107

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ROANOKE, TEXAS, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 1.835 ACRE TRACT OR TRACTS OF LAND IN THE M.E.P. & P.R.R. CO. SURVEY, ABSTRACT NO. 923, AND THE JOHN BACON SURVEY, ABSTRACT NO. 1565, CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND CONSISTING OF LOT 3, BLOCK 1 OF THE ROANOKE CENTER ADDITION, AN ADDITION OF THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AND/OR DEPICTED IN EXHIBIT "A" WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, BY AMENDING THE UNDERLYING ZONING FOR THIS 1.835 ACRE TRACT OF LAND FROM RETAIL (R) DISTRICT TO RETAIL - SPECIFIC USE PERMIT (R-SUP) DISTRICT TO ALLOW PHILANTHROPIC ORGANIZATION USE;

PRESCRIBING THE PERMISSIBLE USES THEREOF; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. Section 4. PENALTY CLAUSE Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue or exist, shall be deemed a separate offense. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 24TH day of March, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

### CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-109

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, ABANDONING, VACATING, AND CLOSING UNUSED ROADWAY RIGHT-OF-WAY CONSISTING OF A TWENTY FOOT (20') WIDE UNUSED ALLEY RIGHT-OF-WAY ADJACENT TO LOTS 3A-R AND 4A, BLOCK 10 OF THE O.T. ROANOKE ADDITION, AN ADDITION TO THE CITY OF ROANOKE, DENTON COUNTY, TEXAS, AND WHICH IS MORE PARTICULARLY DESCRIBED AND/OR DEPICTED IN EXHIBIT A, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES; AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED CONVEYING SAID UNUSED RIGHT-OF-WAY TO ADJACENT PROPERTY OWNER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. APPROVED AND ADOPTED by the City Council of the City of Roanoke, Texas, on this the 24TH day of March, 2020. /s/Carl E. Gierisch, Jr., Mayor /s/April S. Hill, City Secretary/s/Jeff Moore, City Attorney

### CITY OF ROANOKE, TEXAS ORDINANCE NO. 2020-110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ROANOKE, TEXAS, APPROVING A SECOND AMENDED AND RESTATED CHAPTER 380 ECONOMIC DEVELOPMENT, HOTEL

## legals & public notices

### NOTICE OF PUBLIC HEARING WATAUGA CITY COUNCIL CITY HALL COUNCIL CHAMBER 7105 WHITLEY ROAD, WATAUGA, TEXAS 76148 APRIL 13, 2020 6:30 P.M.

Notice is hereby given that there will be a public hearing before the City of Watauga City Council at their regularly scheduled meeting on Monday, April 13, 2020, beginning at 6:30 p.m. in the City Council Chambers at 7105 Whitley Road, Watauga, TX. This public hearing is for the 2020 City of Watauga Comprehensive Plan Update. The specific action proposed is the recommendation to City Council for adoption of the updated Comprehensive Plan. Written comments regarding the Comprehensive Plan Update must be submitted no later than 5:00 p.m., April 10, 2020. Public testimony will be taken on the Comprehensive Plan Update at the Hearing on April 13, 2020. This hearing or portions thereof may be continued at the discretion of the City Council.

Further information on the updates to the City of Watauga's Comprehensive Plan can be found at <https://www.cowtx.org/comp>.

Published on Friday, March 27, 2020, in the Star Telegram, Legal Notices Section.

I, Andrea Gardner, City Secretary for the City of Watauga, Texas, hereby certify that this notice was posted on the official bulletin board at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, March 27, 2020 before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code. /s/Andrea Gardner  
City Secretary

### NOTICE OF PUBLIC HEARING WATAUGA CITY COUNCIL CITY HALL COUNCIL CHAMBER 7105 WHITLEY ROAD, WATAUGA, TEXAS 76148 APRIL 13, 2020 6:30 P.M.

Notice is hereby given that City Council will conduct a Public Hearing at their regularly scheduled meeting on Monday, April 13, 2020, beginning at 6:30 p.m. in the City Council Chambers at 7105 Whitley Road, Watauga, TX.

The purpose of the public hearing is to receive input on community needs and project selection relative to funds to be received in the 46th Year of Tarrant County's Community Development Block Grant (CDBG) Program.

NOTICE 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 (817) 514-5825, OR FAX (817) 514-3625.

Published on Friday, March 27, 2020, in the Star Telegram, Legal Notices Section.

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City Secretary

NOTICE - SARATOGA B PAD

## legals & public notices

commence any use for which payment of a fee is required under Chapter 30 of the Code of Ordinances until such fee has been paid. Any person, firm, or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1, "General Provisions," Section 1-12, "General Penalty," Euleess Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 4. PUBLICATION CLAUSE. The City Secretary of the City of Euleess is hereby directed to publish in the official newspaper of the City of Euleess, as required by Section 12 of Article II of the Charter of the City of Euleess.

SECTION 5. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, as provided by the Euleess City Charter and the laws of the State of Texas.

PRESENTED AND PASSED ON FIRST AND FINAL READING at a regular meeting of the Euleess City Council on March 24, 2020, by a vote of 7 ayes, 0 nays, and 0 abstentions.

### ORDINANCE NO. 2240

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EULESS, CHAPTER 84, UNIFIED DEVELOPMENT CODE, AMENDING THE CITY OF EULESS ZONING DISTRICT MAP ON APPROXIMATELY 7.8 ACRES IN THE PARK CENTER ADDITION, LOTS 1B AND 1C AND INTERNATIONAL REGIONAL INDUSTRIAL COMPLEX, PORTION OF BLOCK C AND BLOCK C, LOT 10 BY CHANGING THE ZONING FROM TEXAS HIGHWAY 10 MULTI-USE (TX-10) DISTRICT ZONING INTO PLANNED DEVELOPMENT (PD) DISTRICT ZONING AS DESCRIBED HEREIN AND ON THE ATTACHED "EXHIBIT A"; PROVIDING FOR USE TYPES AND STANDARDS; PROVIDING FOR A SEVERABILITY CLAUSE, PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND AN EFFECTIVE DATE.

SECTION 5. PENALTY FOR VIOLATION. It shall be a violation of this ordinance to conduct any activity or commence any use for which payment of a fee is required under Chapter 30 of the Code of Ordinances until such fee has been paid. Any person, firm, or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with Chapter 1, "General Provisions," Section 1-12, "General Penalty," Euleess Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

SECTION 7. PUBLICATION CLAUSE. The City Secretary of the City of Euleess is hereby directed to publish in the official newspaper of the City of Euleess, as required by Section 12 of Article II of the Charter of the City of Euleess.

SECTION 8. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage, as provided by the Euleess City Charter and the laws of the State of Texas.

PRESENTED AND PASSED ON FIRST AND FINAL READING at

## FORT WORTH

### wanted

WANTED CASH. R Certificate Refriqre

### misc. m

2001 TOY 17 tires

2006 ALUMI or 15, lugs

24" CHAR PLACE

Custom S rollers, \$200. }

FOR SALE Model/ tilt, 52 comme \$1,500, -454-76

IRONMAN Toyota \$200. 8

MICHELLI for \$100. }

Tires on wheels \$200. }

anime

dogs

AKC Reg Taking \$850. 1 254-71

AUSTRAL females,

DACHSDAD white 1 dapple \$450.00

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MINI DAC dapple, 817-24

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## **NOTICE OF PUBLIC HEARING**

**WATAUGA CITY COUNCIL  
CITY HALL COUNCIL CHAMBER  
7105 WHITLEY ROAD, WATAUGA, TEXAS 76148  
APRIL 13, 2020  
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\_\_\_\_\_/s/\_\_\_\_Andrea Gardner\_\_\_\_\_  
Andrea Gardner, City Secretary





# City of Watauga

Comprehensive Plan Update

P&Z Hearing

February 19, 2020



# Public Meeting Agenda

- Comprehensive Plan Overview
- Public Process
- Growth Imperatives
- Draft Future Land Use Map (FLUM)
- Retail Transitional Mixed Use (RTMU)
  - Northern Gateway
  - Southern Gateway
- Economic Development Tools
- Questions



# Comprehensive Plan Overview

---

- A Comprehensive Plan:
  - Guides the City Council on policy decisions regarding growth of the City
  - Is a planning document to help facilitate development
  - Does not change the zoning ordinance and does not represent a zone change
  - Does not introduce new entitlements, nor change existing ones
- New development in the RTMU still has to go through zoning process
- It will remain the City Council's discretion to approve or reject any potential development

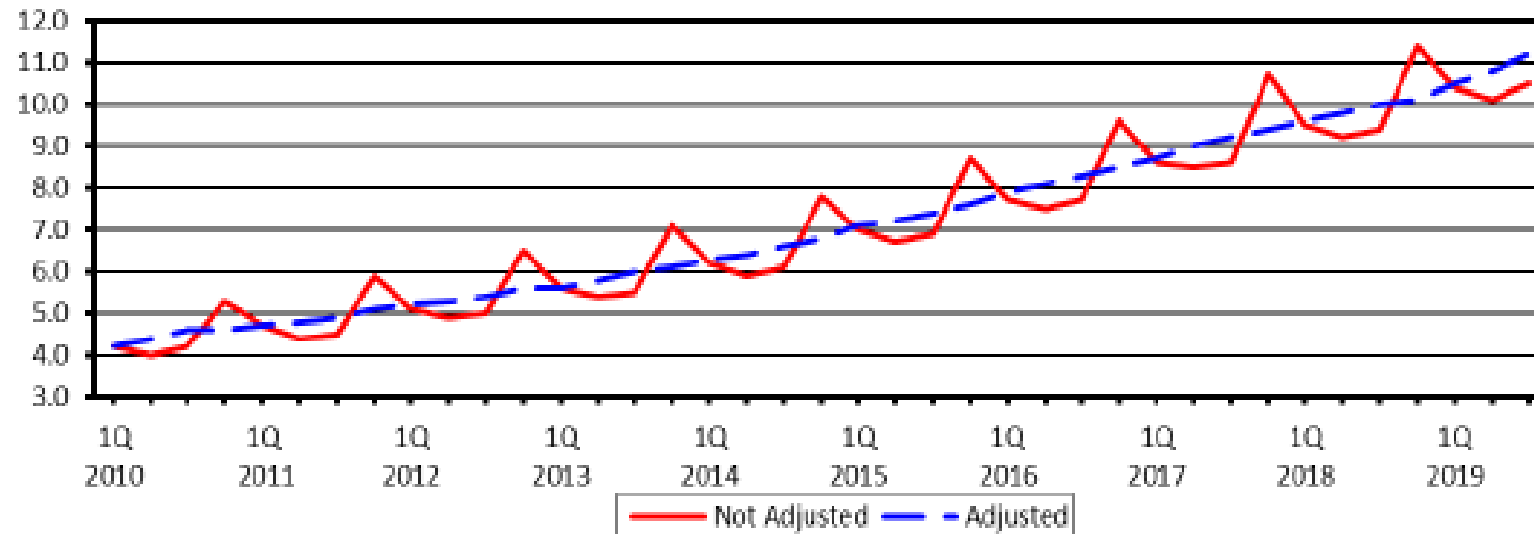


# Why Now?

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- Traditional Retail is changing – especially big box tenants
- As Retail uses change, the City wants to avoid large vacant buildings in strip shopping centers
- The Comprehensive Plan Update is designed to provide new, high quality uses, primarily in the 377 Corridor that are likely to transition

# Understanding Retail Trends



- 2019 Q3, 11.2% of all retail sales was via E-commerce, 16.9% growth from Q3 2018
- 59% of all sessions on ecommerce sites are done via mobile sessions. ([Smart Insights](#))
- Gen Z shoppers are twice as likely to complete an online purchase using a mobile wallet like Apple Pay than the average consumer. ([BigCommerce](#))
- 79% of smartphone users have made an online purchase using a mobile device in the last six months. ([OuterBox](#))
- Mobile offers are redeemed 10x more frequently than print offers. ([eMarketer](#))

Source: US Census Bureau



# Financial Sustainability

- Sales tax revenue represents 24% of the City's General Fund revenues
- The City is planning ahead to replace this revenue stream should it continue to decline

| Sales Tax Decline | Sales Tax Revenue <sup>1</sup> | Revenue Shortfall | Property Tax Rate Increase to Meet Shortfall |
|-------------------|--------------------------------|-------------------|----------------------------------------------|
| 0%                | \$ 6,139,000                   | \$ -              | 0.0000                                       |
| 20%               | \$ 4,911,200                   | \$ 1,227,800      | 0.0812                                       |
| 50%               | \$ 3,069,500                   | \$ 3,069,500      | 0.2029                                       |
| 70%               | \$ 1,841,700                   | \$ 4,297,300      | 0.2841                                       |

1) Sales Tax Revenue based on FY 2019-2020 Budget



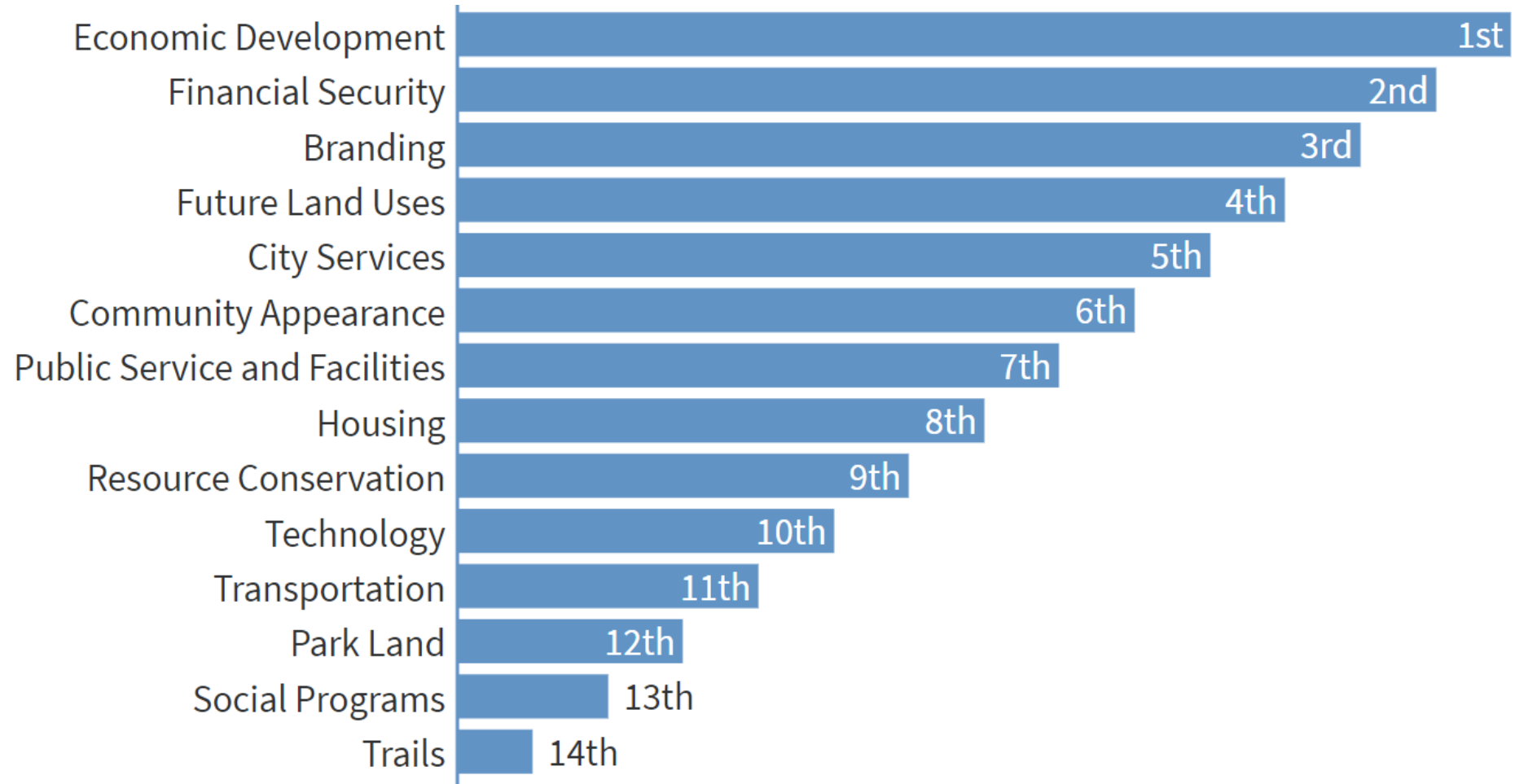
# Public Process

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- |                         |                                                |
|-------------------------|------------------------------------------------|
| • January 29, 2019      | City Council / P&Z Joint Workshop              |
| • February 19, 2019     | Park Development Corporation Workshop          |
| • May 15, 2019          | City Staff Meeting                             |
| • June 11, 2019         | Comprehensive Plan Update Workgroup Meeting #1 |
| • July 30, 2019         | Comprehensive Plan Update Workgroup Meeting #2 |
| • September 24, 2019    | Comprehensive Plan Update Workgroup Meeting #3 |
| • November 14, 2019     | Comprehensive Plan Update Workgroup Meeting #4 |
| • December 3, 2019      | Public Meeting #1                              |
| • January 28, 2020      | Public Meeting #2                              |
| • February 19, 2020     | P&Z Hearing                                    |
| <br><b>Future:</b>      |                                                |
| • <i>April 13, 2020</i> | <i>City Council Meeting</i>                    |

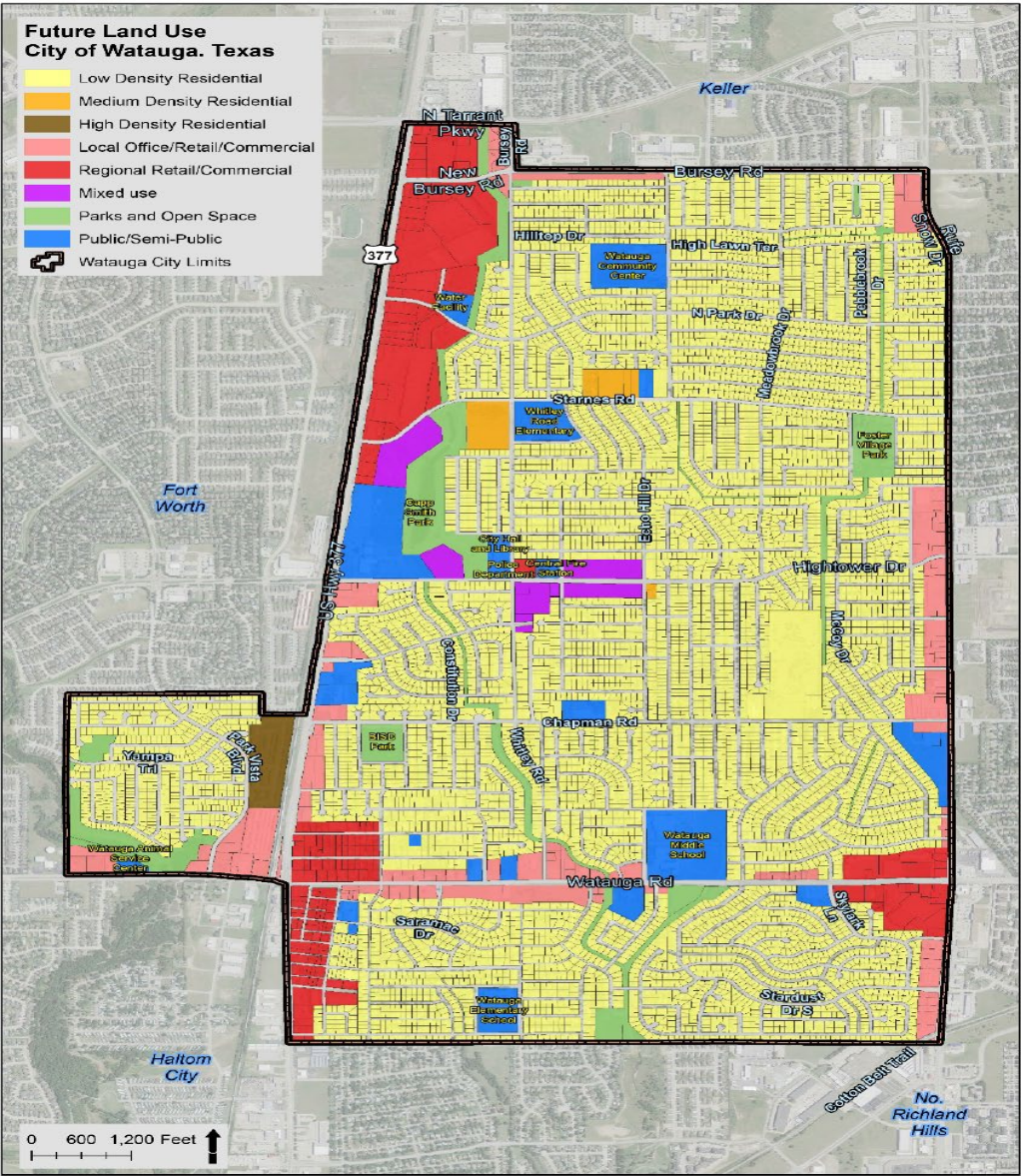


# Growth Imperatives Ranking

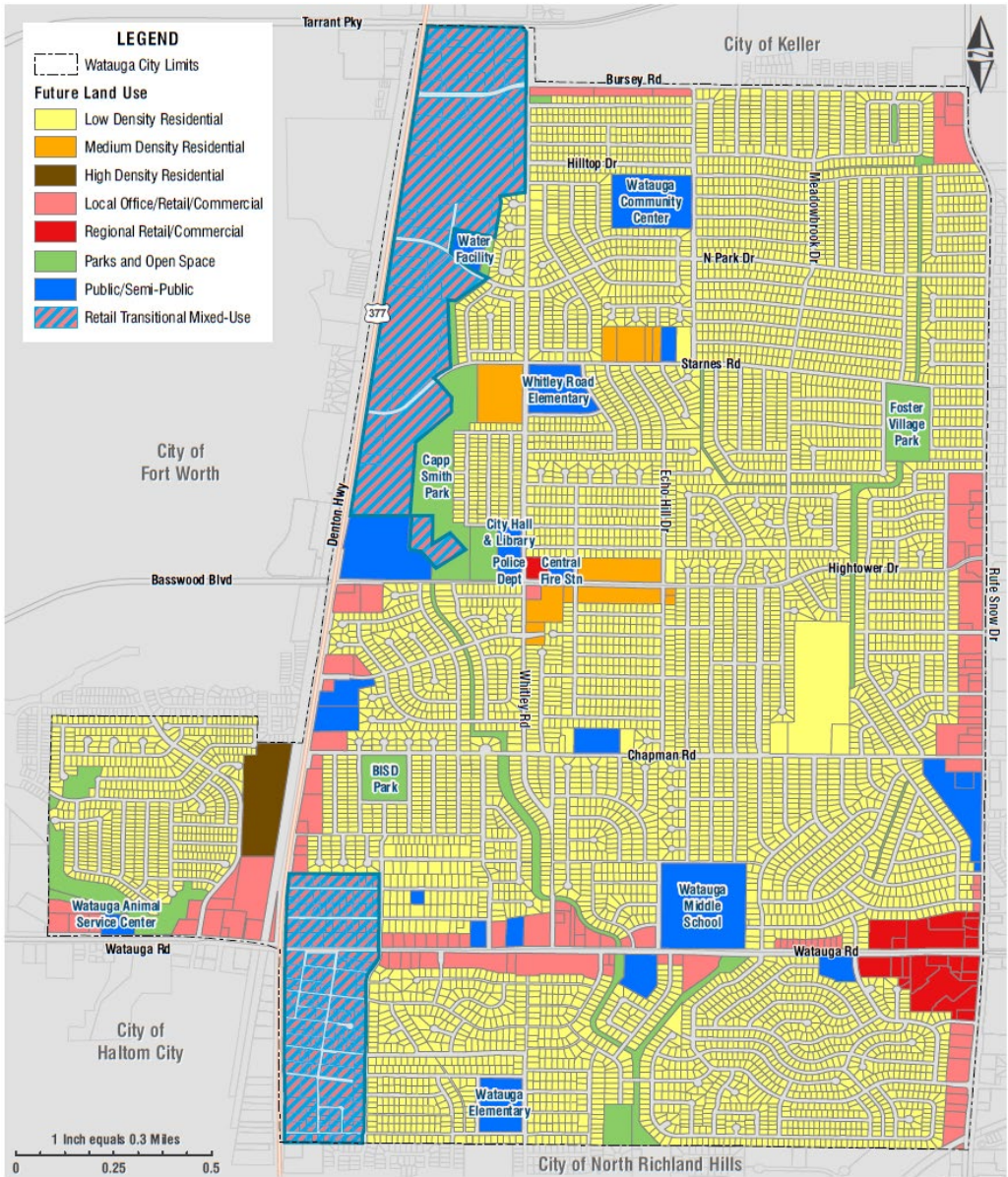




# 2016 Future Land Use Map

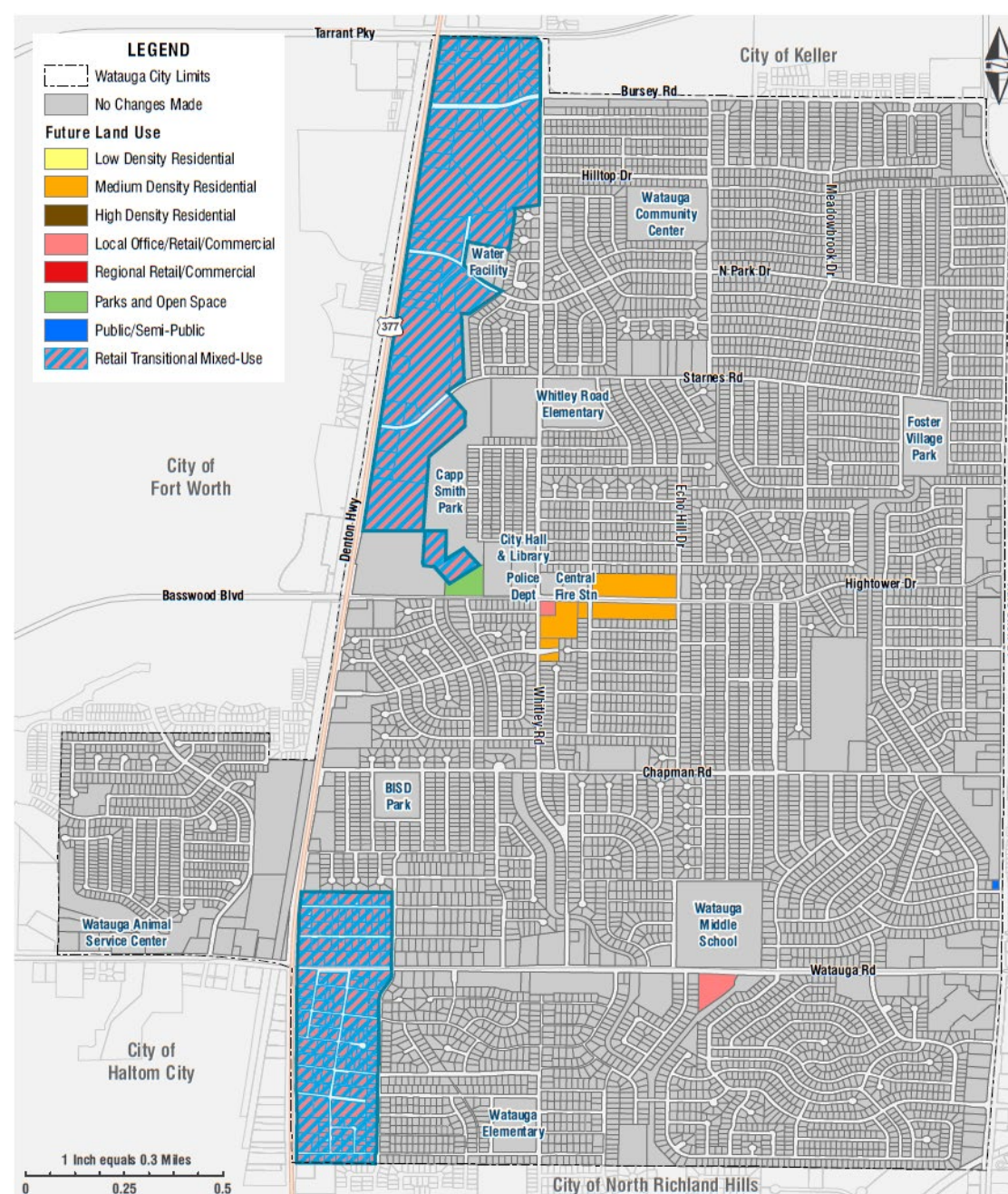


# Draft Future Land Use Map





# Differences between the 2016 FLUM and the Proposed FLUM



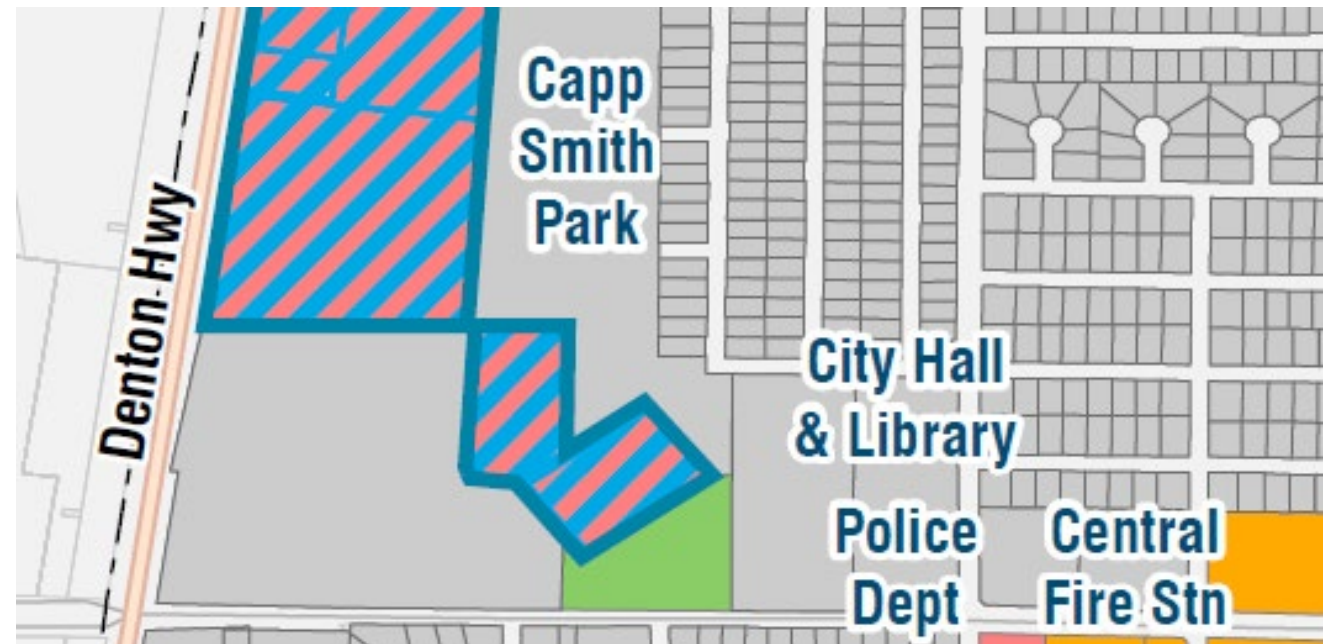
# Hightower Tracts

- Recommended to change these parcels from Mixed-Use to Medium Density Residential
- More accurate designation of development potential
- Help accommodate potential future development of the area
- Medium Density Residential includes smaller single-family detached lots and attached dwelling units



# RTMU Parcel

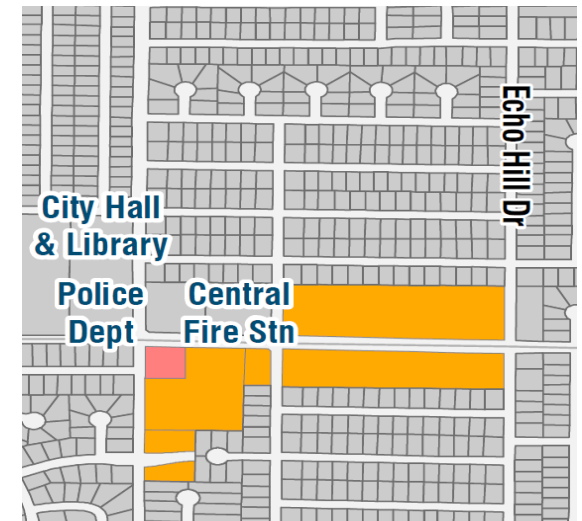
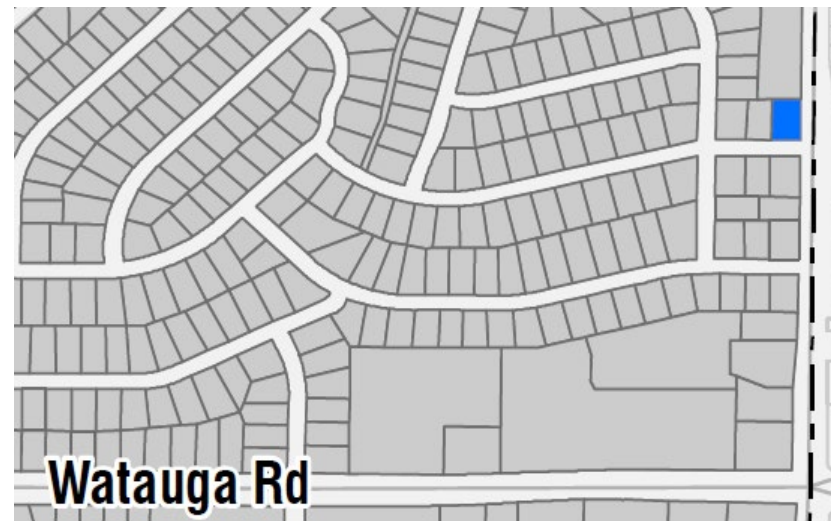
- This parcel has been changed to RTMU due to anticipated development





# Correcting Errors from previous FLUM

- The park near City Hall has been corrected to be Open Space
- One parcel has been amended to be Public/Semi-Public, due to utility use
- One parcel has been corrected to be Local Business





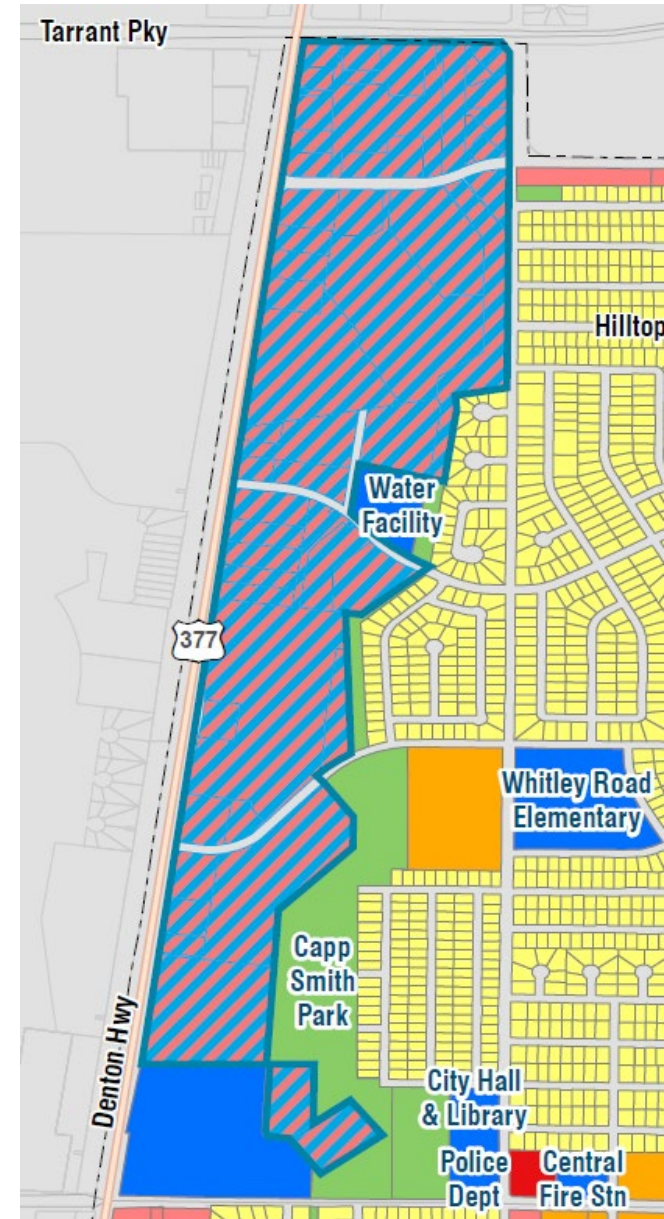
# Retail Transitional Mixed-Use (RTMU)

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- Enhance redevelopment of large existing retail areas to accommodate transitioning retail market
- Bundle small, adjacent parcels into unified projects
- Minimize impact on existing development
- Prepare City for potential retail decline
- Create market-driven growth
- Encourage redevelopment of properties
- Foster creativity in property design and landscape

# Northern Gateway

- Iterative approach to accommodating retail market transformation
- Create an active street life
- Reduce vehicular traffic
- Develop Town Center feel in Watauga
- Improve housing options
- Flexible and adaptable retail stores



# Southern Gateway

- Prime redevelopment potential
- Enhance boundary through landscaping and streetscaping
- Transitional land uses
- Emphasize neighborhood goods and services







# RTMU Uses

- **Permitted:**

- Retail, restaurant, and related uses
- Retail commercial sales
- Personal service businesses
- Restaurants and other food or beverage establishments,
- Professional, administrative, medical and business offices
- City administrative uses, post offices, community centers, and libraries
- Financial institutions
- Hotels, bed and breakfast facilities, convention centers, meeting space, and banquet facilities
- Galleries and museums
- Theaters
- Day care centers
- Studios for dance, music, fitness, art, or photography
- Indoor sports facilities, including bowling alley, racquet sports, and health club
- Attached single-family townhomes
- Two and three family housing
- Urban living residential
- Civic open space uses, and plazas
- Structured parking

- **Conditional:**

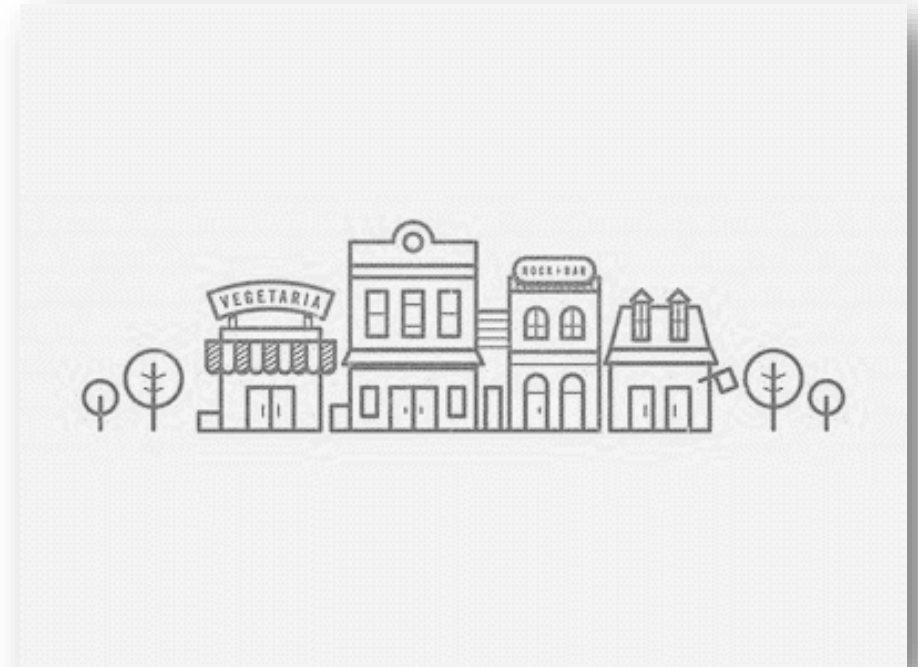
- Amusement center indoor. Ex. bowling alley, racquet sports, and health club
- Bar, tavern, microbrewery or nightclub
- Amusement center (outdoor)
- Community center
- Farmers market, community garden

- **Prohibited:**

- Drive-up facilities associated with any allowed commercial use
- Self-storage facilities climate controlled or otherwise
- Thrift stores, second-hand stores and pawnshops
- Adult entertainment and sexually oriented business
- Automobile or other vehicle sales, service, or repair
- Automated fueling centers, bulk fuel dealers, gas stations
- Motor vehicle sales, service or repair businesses
- Sales of manufactured and modular homes
- Hookah lounges
- Vape bars
- **Garden style apartments**
- Veterinary clinics with outdoor kennels

# RTMU Design Standards

- Land uses shall be laid out and spaced for walkability
- Maximum residential area of 30% of entire RTMU, unless City Council designates an exception
- Retail shall be close to existing retail areas, high traffic areas, and proposed plaza areas
- Single-use residential buildings will buffer off-site residential and non-residential uses
- Streets shall enhance connectivity across RTMU



# RTMU Conceptual Master Plan

- Created when a property is proposed for a subdivision or land development
- Subdivided properties intended to be developed later are subject to initial Conceptual Master Plan
- Land area proposed must have single ownership or a joint application with only one Conceptual Master Plan
- May be completed in phases as long as development complies with Conceptual Master Plan
- Conceptual Master Plan:
  - Requires new development of one or more parcels to have a mix of uses
  - Shows proposed buildings, land uses, lots, streets and open space for entire tract



# RTMU Guidelines

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- Every project must address:
  - Noise
    - No late offensive noise from traffic or late night activities
  - Security
    - Must include secured entries and exits for all residential uses
  - Lighting
    - Sufficient lighting for access and security
  - Odors
    - No offensive odors/dust/fumes
  - Refuse Storage and Location
    - Must be provided with refuse storage containers
  - Parking and Traffic
    - Sufficient for both residential and non-residential uses



# Economic Development Tools

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- Tax Increment Reinvestment Zone (TIRZ)
  - Designates a certain area in the City as a reinvestment zone
  - Additional value generated within the zone that exceeds the base value of the zone is diverted into a specific TIRZ fund based on the contribution percentage
  - Can be used to incentivize high quality development
- 380 Agreements
  - Typically take the form of loans, grants, commitments for infrastructure or performance based sales tax rebates generated from the project

# Questions

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- *Why is residential included in the RTMU?*
  - All development within the RTMU will be required to submit a master development plan to the City Council, and is at the City Council's discretion to accept or reject
  - There is no requirement for residential, and a cap on the total amount of residential that can exist within the RTMU
- *Will there be a residential component to the parcel between Capp Smith Park and Lifestyle Christianity?*
  - This area is not being rezoned, and any potential development will be at the discretion of the City Council to accept or reject
- *Can the Local Office/Retail/Commercial zone be expanded along Watauga Road?*
  - This designation was not expanded in order to protect the integrity of current residential housing and prevent traffic on residential streets



# Questions

- *What is the difference between Garden Style Apartments and Attached Townhomes?*
  - Attached Townhomes are attached buildings intended for single family occupancy, while Garden Style Apartments are multiple buildings with open space and parking between buildings

**Attached Townhomes**



**Garden Style Apartments**



# Questions

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- *What is two and three family housing?*
  - Duplexes and Triplexes
- *Are Churches a permitted use?*
  - Federal law prohibits cities from discriminating against churches by land use designation
- *What will the future of the RTMU look like?*
  - A family oriented assortment of smaller stores, restaurants and businesses that are connected with sidewalks and walking trails.

*Duplex*

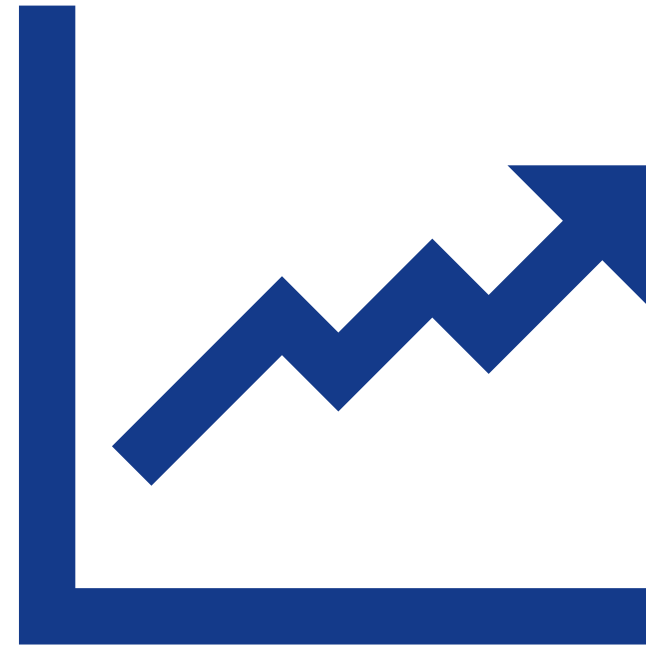




# Conclusion

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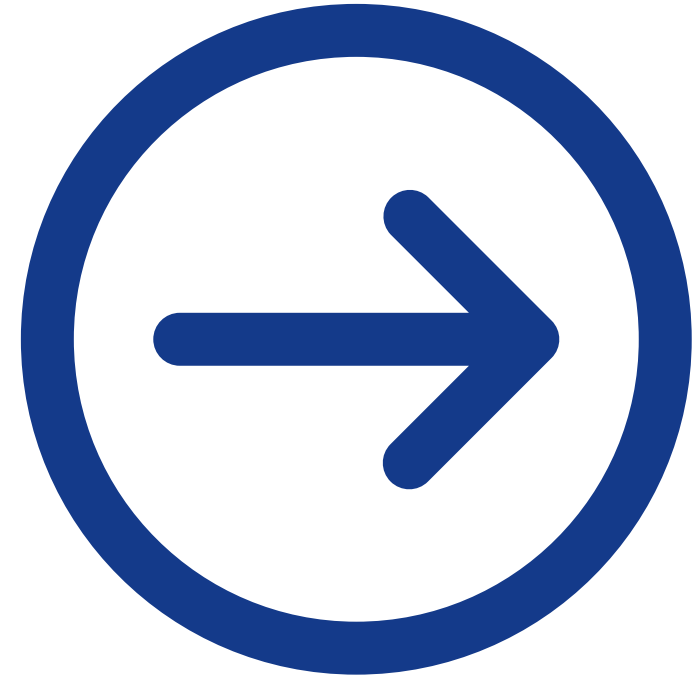
- RTMU designation does not change current zoning
- RTMU District will emphasize high quality development over quantity
- High quality development requires a residential component
- Incentives can help entice Developers to create high quality developments



# Next Steps

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- Sites for Public Comment
  - Community Center
  - City Hall
  - Library
  - Website
- City Council Meeting.....April 13, 2020



# Questions?

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PLANNING AND ZONING COMMISSION

RECOMMENDATION TO COUNCIL

PLANNING AND ZONING MEETING: February 19, 2020

PLANNING AND ZONING CASE NO: Planning & Zoning Case 20-01

Discussion and action on recommendation of the 2020 Comprehensive Plan Update for Planning and Zoning Case 20-01: Consider recommendation from City Manager's Work Group for amendment to the 2016 Comprehensive Plan.

RECOMMEND APPROVAL OR DENIAL:  
APPROVAL X DENIAL \_\_\_\_\_

COMMENTS:

\*(REQUIRED FOR DISAPPROVALS)\*

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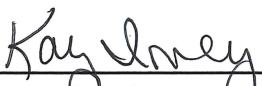
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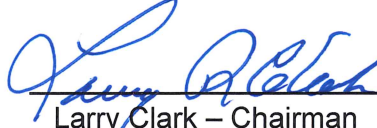
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Place 6 - Karen Isbell  
KAY IVEY

  
Larry Clark - Chairman

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 2020-\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING UPDATES TO THE 2020 COMPREHENSIVE PLAN PURSUANT TO PLANNING AND ZONING COMMISSION CASE 20-01; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga recognizes the substantial benefits from public input regarding the planning, development, and construction improvements in the City of Watauga in accordance with the Comprehensive Plan; and

WHEREAS, the City Council of the City of Watauga finds that updates to the Comprehensive Plan are at times necessary to account for market changes and new development opportunities; and

WHEREAS, the City Council, finds, taking into account the work done and recommendations made by the Comprehensive Plan Update Workgroup, the Planning and Zoning Commission, and extensive public comment, that updates to the Comprehensive Plan are necessary and benefit the City of Watauga;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

II.

The updates to the Comprehensive Plan of the City of Watauga, attached hereto and incorporated herein by reference, are hereby approved and adopted by the City Council of the City of Watauga, Texas.

III.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any of such other resolutions, except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

IV.

If any section, subsection, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City of Watauga City Council on this 13th day of April 2019.

APPROVED

\_\_\_\_\_  
Arthur L. Miner, Mayor

ATTEST:

\_\_\_\_\_  
Andrea Gardner, City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
George E. Hyde, City Attorney



## AGENDA MEMORANDUM

**DATE:** April 2, 2020

**TO:** Honorable City Council Members

**FROM:** Sandra Gibson, CGFO, CGFM, Director of Finance

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** Report on the projected financial impact of COVID-19

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**BACKGROUND/INFORMATION:**

The attached report summarizes potential impacts on the City's financial condition and steps taken to mitigate the impact.

**FINANCIAL IMPLICATIONS:**

N/A

**RECOMMENDATION/ACTION DESIRED:**

This item does not require a recommendation as it is a presentation/report.

**ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. COVID-19 FINANCIAL IMPACT REPORT
2. Sales Tax Extension Request Granted

**REVIEWED BY:**

Sandra Gibson, CGFO, CGFM, Director of Finance  
Andrea Gardner, City Manager  
*Approved as to form for inclusion on Agenda*

Approved - 4/9/2020  
Final Approval - 4/9/2020



# Report on Financial Impact of COVID-19

April 13, 2020





## Strong Financial position as of February, 2020

- General Fund revenues on track with 94% of property tax revenues received and sales tax receipts from state 1.5% above budget. (see February Financial Report to Council under Consent agenda)
- General Fund reserves were strong at 32% of operating expenditures at end of 2019 (policy level requirement is 25%) and were expected to be at 30% at end of 2020 (before crisis).

## *What is the potential impact of the COVID-19 crisis to our financial position?*

- Significant impact on sales tax numbers through the end of year and likely into next fiscal year. Preliminary property tax data show potential declines in valuations for next year.
- General Fund and Sales Tax Funds will be most impacted.
- Other revenues such as building permits, recreation fees, and fines will see a decrease. Most general fund revenue categories will be affected.
- City's Utility Funds will likely not be significantly impacted.



# Staff preparation to mitigate and offset projected revenue declines due to COVID-19

- Hiring freeze in place for all positions except for Public Safety.
- Discretionary spending has been eliminated, except for emergency related expenses and necessary expenses for continuation of critical City services.
- Department Heads and staff reviewed current year budgets and identified expenditure reductions to offset the projected revenue losses.
- Budget development for FY2020-2021 is currently underway and staff is taking a very conservative approach.

- *Note: Capital projects and capital equipment purchases funded by bond proceeds will proceed as planned.*



# General Fund Revenues - COVID 19 potential impact



| Category                            | FY 2019-20 Budget   | FY 2019-20 Projection | % variance to budget | Comment                                                     |
|-------------------------------------|---------------------|-----------------------|----------------------|-------------------------------------------------------------|
| Property Tax                        | \$6,173,000         | \$6,150,000           | (0.4%)               | 94% collected YTD                                           |
| Sales Tax                           | \$3,107,000         | \$2,104,864           | (32%)                | Assuming 40% decline April -Sept.                           |
| Permits and Licenses                | \$529,000           | \$ 465,000            | (12%)                | Decreased permits, rental reg.                              |
| Fines and Forfeitures               | \$617,900           | \$ 434,420            | (30%)                | Loss of fines paid to Municipal Court expected              |
| Charges for Services                | \$877,000           | \$721,200             | (18%)                | Loss on Recreation activity fees, etc.                      |
| Franchise Fees                      | \$932,000           | \$865,000             | (7%)                 | Decrease due to 2019 State Legislation                      |
| Intergovernmental & Other Transfers | \$1,230,392         | \$1,212,600           | n/a                  | Payment from proprietary funds                              |
| Other Revenues                      | \$478,200           | \$345,165             | (29%)                | Decline on interest income, rental of facilities, etc.      |
| <b>TOTALS</b>                       | <b>\$13,944,492</b> | <b>\$12,298,249</b>   | <b>(17%)</b>         | <b>\$1.646 million decline with assumptions in forecast</b> |



# Identified Savings or Reduction in expenditures



| All Departments                                                                       | FY 2019-20 Budget | FY 2019-20 Projection | Savings          | Comment                                                                                                                                                          |
|---------------------------------------------------------------------------------------|-------------------|-----------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Administrative, Public Safety, Library, Parks and Recreation and Public Works | \$13,914,206      | \$13,354,868          | \$559,338        | Personnel savings due to hiring freeze, elimination of some programs (recreation and library summer programs), training, travel, fuel, and supply savings        |
| Transfer in from Equipment Replacement                                                | n/a               | \$260,000             | \$260,000        | Transfer in of legacy funds used to start up the equipment replacement fund and replace equipment. More of city equipment to be acquired through debt in future. |
| <b>TOTALS</b>                                                                         |                   |                       | <b>\$819,338</b> | <b>Amount to Mitigate Revenue Losses</b>                                                                                                                         |



# Summary

- Forecasted revenues and savings and expenditure declines identified in the budget for the General Fund show that projected fund balance (reserves) will be at approximately 25%. Departments are monitoring their budgets and will continue to evaluate programs.
- Forecast will be updated as more information is received. Budget 2020-2021 Forecasts are currently underway.

# COVID-19 Relief – What programs are out there and what can the City expect to receive?

- CARES Act – Allows for Roughly \$139 billion for states and local governments under Coronavirus Relief Fund. Texas estimates are at \$11.24 billion. Local Governments in Texas with populations exceeding 500,000 may apply directly to the federal government for their share of funding. Other cities will need to apply for pass-through grants from the remaining allocation. Revenue received may only be used to cover expenditures that include; 1) expenses necessary incurred due to COVID-19; 2) were not accounted for in the budget most recently approved by the government entity; and 3) incurred between March 1 and December 30, 2020.
- FEMA Public Assistance - Certain eligible protective measures taken to respond to the COVID-19 emergency at the direction or guidance of public health officials may be reimbursed. These costs include control of immediate threats to public health and safety, Emergency medical care, medical sheltering, etc.
- City is not expected to receive much, if any, assistance from these programs. However, the City is tracking all expenses related to COVID-19 through project accounting in case there is an opportunity to recover any costs.



## TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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P.O. Box 13528 • Austin, TX 78711-3528

April 9, 2020

Ms. Andrea Gardner  
City Secretary  
City of Watauga  
7105 Whitley Rd  
Watauga, TX 76148-2024

Dear Ms. Gardner:

We have received the City of Watauga's request to extend the expiration date for the 1/4% city sales and use tax for municipal street maintenance and repair as permitted under the provisions of Chapter 327 of the Texas Tax Code. Due to the fact that the city moved its election to comply with the Governor's suspension of Texas Election Code and Secretary of State guidelines postponing May elections to November, we will accommodate the city and extend the expiration date.

As a result, the 1/4% local sales and use tax for municipal street maintenance and repair will expire **December 31, 2020** if the reauthorization is not approved at the November election. Election results must be sent to our office no later than November 20, 2020.

If you have any questions or need additional information, I can be reached by email at [Aubrey.Mashburn@cpa.texas.gov](mailto:Aubrey.Mashburn@cpa.texas.gov) or by phone at 800-531-5441, ext. 3-9634. My regular number is 512-463-9634.

Sincerely,

*Aubrey Mashburn*

Aubrey Mashburn  
Tax Allocation Section  
Revenue Accounting Division





## **AGENDA MEMORANDUM**

**DATE:** March 10, 2020

**TO:** Honorable City Council Members

**FROM:** Marcia Reyna, Human Resources and Civil Service Director

**THROUGH:** Andrea Gardner, City Manager

**SUBJECT:** To deliberate upon the annual performance evaluation and updates to the City Manager employment agreement with Andrea Gardner, City Manager, and to seek legal advice of its attorney regarding contract terms

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### **BACKGROUND/INFORMATION:**

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

1. Andrea Gardner- 2018 Employment Agreement Executed

### **REVIEWED BY:**

|                                                          |                           |
|----------------------------------------------------------|---------------------------|
| Marcia Reyna, Human Resources and Civil Service Director | Approved - 3/27/2020      |
| Macy Cotton, Legal                                       | Approved - 4/2/2020       |
| George Hyde, Legal                                       | Approved - 4/9/2020       |
| Andrea Gardner, City Manager                             | Final Approval - 4/9/2020 |

*Approved as to form for inclusion on Agenda*



## AGENDA MEMORANDUM

**DATE:** March 27, 2020

**TO:** Honorable City Council Members

**FROM:** Marcia Reyna, Human Resources and Civil Service Director

**SUBJECT:** Discuss and consider action on amendments to the City Manager employment agreement between the City and Andrea Gardner

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### **BACKGROUND/INFORMATION:**

During the regular Council Meeting on March 9, 2020, City Manager Andrea Gardner received her annual performance evaluation. During the evaluation, certain items of her employment contract were discussed. City Council directed City Attorney George Hyde to evaluate Ms. Gardner's current employment contract and that of City Managers in other benchmark cities. The proposed contract is the first amendment since Ms. Gardner's employment with the City on February 19, 2018 and has been drafted with legal guidance.

### **FINANCIAL IMPLICATIONS:**

### **RECOMMENDATION/ACTION DESIRED:**

It is respectfully requested that City Council consider the proposed first amendment to City Manager Andrea Gardner's employment contract.

### **ATTACHMENTS/ SUPPORTING DOCUMENTATION:**

None

### **REVIEWED BY:**

|                                                          |                           |
|----------------------------------------------------------|---------------------------|
| Marcia Reyna, Human Resources and Civil Service Director | Approved - 3/27/2020      |
| Macy Cotton, Legal                                       | Approved - 4/9/2020       |
| George Hyde, Legal                                       | Approved - 4/9/2020       |
| Marcia Reyna, Human Resources and Civil Service Director | Approved - 4/9/2020       |
| Andrea Gardner, City Manager                             | Final Approval - 4/9/2020 |

*Approved as to form for inclusion on Agenda*